

**THE MAINE POOLED DISABILITY TRUST**  
**(A TRUST FOR PERSONS WITH DISABILITIES)**

**Sponsor Agreement Trust**

*This is a legal document. You are encouraged to seek professional advice before signing.*

**Form W-9 Must Accompany This Sponsor Agreement**

The undersigned hereby establishes a Trust Account under the Maine Pooled Disability Trust II, dated November 1, 2002, as amended, in the initial sum of \$\_\_\_\_\_. (The Trust requires an initial minimum sum of \$5,000.)

*This document contains 8 pages. Please complete and submit all pages at the time of application.*

1. Name of Sponsor: \_\_\_\_\_  
**(Sponsor must be disabled individual, parent, grandparent, legal guardian or a court)**
2. Address of Sponsor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Social Security Number/ Tax ID of Sponsor: \_\_\_\_\_-\_\_\_\_\_ - \_\_\_\_\_  
(N/A for entities, not required to have SSN or Tax ID)
  - A. US Citizen: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A (Corporation, State Entity etc.)  
If N/A please provide state of incorporation \_\_\_\_\_  
If No, citizen of what country \_\_\_\_\_  
f Corporation or State Entity:
4. Date of Birth of Sponsor: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (N/A for Entities).
5. Telephone Number of Sponsor: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
6. Email address of Sponsor: \_\_\_\_\_
7. Name of Beneficiary (Disabled Individual): \_\_\_\_\_
8. Social Security Number of Beneficiary: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

A. US Citizen  Yes  No

If No, citizen of what country \_\_\_\_\_

9. Mailing and Physical Address of Beneficiary: \_\_\_\_\_  
\_\_\_\_\_

9a. Indicate Beneficiary's living situation (i.e. nursing home, assisted living, group home, own home, etc.)  
\_\_\_\_\_

10. Phone number of Beneficiary: \_\_\_\_\_

11. Email address of Beneficiary: \_\_\_\_\_

12. Beneficiary's Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

13. Relationship of Sponsor to Beneficiary: \_\_\_\_\_

If the Beneficiary has a legal representative (e.g., legal guardian, conservator, power of attorney, representative payee, or agent), what is the name, address, and relationship of such person to the Beneficiary:

14. Name: \_\_\_\_\_

15. Address: \_\_\_\_\_  
\_\_\_\_\_

16. Relationship: \_\_\_\_\_

If the Beneficiary has a case manager through DHHS or another social service agency, what is the name, address and telephone number of this person?

17. Name of case manager and agency: \_\_\_\_\_

18. Address: \_\_\_\_\_

19. Telephone: \_\_\_\_\_

20. Name, address and phone number of attorney involved, if any: \_\_\_\_\_  
\_\_\_\_\_

21. What is the source of funds used to open this sub account? Please be specific, i.e. beneficiary's own funds in XYZ bank; or insurance settlement from XYZ Company, etc.

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22. Does Beneficiary receive Medicaid/MaineCare coverage? \_\_\_\_\_

23. Does Beneficiary receive Supplemental Security Income (SSI)? \_\_\_\_\_ Amount: \_\_\_\_\_

24. Does Beneficiary receive other Social Security payments? Amount: \_\_\_\_\_ Type: \_\_\_\_\_

25. If the Beneficiary receives Medicaid, what is the Medicaid card number: \_\_\_\_\_

26. List all other forms of government assistance that the Beneficiary receives:

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27. If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, and what is the policy number?

Insurer: \_\_\_\_\_ Policy No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

28. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?

Insurer: \_\_\_\_\_ Policy No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

29. What is the nature of the Beneficiary's disability? \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

30. If the Beneficiary has been medically diagnosed, what is the diagnosis? \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

31. What is the prognosis at this time? \_\_\_\_\_

\_\_\_\_\_

32. Distribution of Sub-Account Upon the Death of the Beneficiary

Upon the death of the Designated Beneficiary, and after payments pursuant to Section 7.1 of the trust, fifty percent (50%) of the funds that are remaining in the Designated Beneficiary's separate sub-account, shall be retained in the Trust (or by MPDT Management Company, a non-profit corporation) and, in the Trustee's sole discretion, be used (a) for the benefit of other Beneficiaries of the trust, (b) to add disabled persons, as defined in 42 U.S.C. §1382c(a)(3), to the Trust as Beneficiaries (c) to be used for the benefit of other individuals who are disabled and who are not Beneficiaries of the trust in any manner and in the absolute discretion of the Trustee; and/or (d) used for the benefit of charitable organizations, that help disabled individuals and that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code (or corresponding section or any future federal tax code).

Upon the death of the Designated Beneficiary, after payments made pursuant to Section 7.1 of the trust, and after the Trust has retained its fifty percent (50%), pursuant to Section 7.2 of the trust, the remaining Trust funds shall be paid to any State which has paid medical assistance on behalf of the beneficiary, including but not limited to the State of Maine, an amount equal to the total medical assistance paid on behalf of the Designated Beneficiary. If more than one State has provided medical assistance to the Designated Beneficiary and there are insufficient funds to fully repay all such states, repayment shall be apportioned among such states.

33. If any funds remain in the designated Beneficiary's sub account, after Payments made pursuant to paragraph 32 of this sponsor agreement and Paragraphs 7.1, 7.2, and 7.3 of the Maine Pooled Disability Trust, those funds shall be distributed as follows:

Name(s), address(es), and Tax ID/Social Security Number(s) of Remaindermen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

If more than one Remainderman is listed, payment will be made in equal shares to such of the Remaindermen as are living at the death of the Beneficiary, unless otherwise designated.

In accordance with Maine law, a Notice of Trust will be sent to Remaindermen.

**NOTE: Sums may be payable to Remaindermen only after any sums have been paid to States (including but not limited to the State of Maine), as required by law pursuant to the terms of Article 7 of the Trust Agreement and after the trust retains its fifty (50%) percent share, pursuant to 32 above (Paragraph 7.2 of the Trust).**

34. The provisions of this Sponsor Agreement may be amended as the Sponsor and the Trustees, may jointly agree, so long as such amendment is consistent with the Declaration of Trust, and the then applicable law.

35. Taxes: (a) The Sponsor acknowledges that the Trustees have made no representation to the Sponsor that contributions to the Trust are deductible as charitable gifts, or otherwise; (b) Trust and sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended; and (c) Trust sub-account income may be taxable to the trust, and when this is the case, such taxes shall be payable from the trust sub-account.
36. The Trust is a pooled Trust, governed by the laws of the State of Maine, in conformity with the provision of 42 U.S.C. §1396p. amended August 10, 1993 by the Revenue Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law as from time to time amended, the law and regulations shall control.
37. The fees for joining the trust and the fees for trust administration are set out in the attached Exhibit A, and are subject to change from time to time.
38. If the Beneficiary's residence changes from Maine to another state, distributions may cease until appropriate arrangements can be made within the sole discretion of the trustees.

Pursuant to Paragraph 6.5 of the Trust, the Trustees, in their sole discretion, may terminate a Trust sub account, prior to the death of a Beneficiary, if it becomes impossible or impractical, in the sole discretion of the Trustees, to fulfill the conditions of the Trust with regard to the Beneficiary. Upon termination, Trustees may pay from the Designated Beneficiary's sub account reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust sub account. Thereafter, Trustees shall pay to any State which has paid medical assistance benefits on behalf of the beneficiary, including but not limited to the State of Maine, an amount equal to the total medical assistance paid on behalf of the Beneficiary up to the amount remaining in said Beneficiary's sub account. If any assets are remaining in said sub account, after the above payments, Trustee shall distribute such remaining assets to the Beneficiary of said terminated sub account.

39. The Sponsor recognizes that all distributions are at the trustees' discretion. With this in mind, the Sponsor expresses the following desires as to how the funds in the trust sub-account might be used:

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If the Sponsor would like a disbursement from the trust to be made at the time the sub-account is formed, please complete a disbursement request and submit to Maine Pooled Disability Trust, P.O. Box 887, Augusta, ME 04332 with the sponsor agreement.

40. When the trust sub-account contains less than \$25,000, the trustees in their sole discretion, may by a separate writing sent to the Beneficiary and Sponsor, limit the number of disbursements each year from the trust, and the services provided by the trust. It is anticipated that any trust sub-account containing less than \$25,000 will be limited in disbursements, and the only services that will be provided will be the actual disbursement of funds and accounting for such funds.
41. Sponsor requests that quarterly reports of the account, income tax information, verification of information forms and quality assurance surveys be sent to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

42. The undersigned Sponsor hereby acknowledges:

A. That the signing of this document constitutes a legal agreement and contributions to the Trust Account may have tax consequences. I have been advised to consult with my attorney and tax advisor before signing this Sponsor Agreement.

B. That all contributions made to the Trust Account will be held and administered pursuant to the provisions of the Maine Pooled Disability Trust, including any amendments to the Trust made after the date of this Sponsor Agreement. The provisions of the Maine Pooled Disability Trust are incorporated herein by reference. I have received and reviewed a copy of the Maine Pooled Disability Trust prior to signing this Sponsor Agreement.

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Sponsor

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Date

Beneficiary's Name \_\_\_\_\_

Accepted by the Trustees of the Maine Pooled Disability Trust:

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Trustee, Maine Pooled Disability Trust Management Company

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Date

The Sponsor Agreement effective date is the date the agreement was signed by the trustee. Trustee signatures transmitted to the Executive Director electronically have the same force and effect as signatures affixed to the sponsor Agreement in person.

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If you have questions, please contact the following:

Maine Pooled Disability Trust  
P.O. Box 887  
Augusta, Maine 04332  
Tel: (207) 967-6072  
Fax: (207) 480-1065  
Email: [mpdt@mainepooleddisabilitytrust.org](mailto:mpdt@mainepooleddisabilitytrust.org)

**EXHIBIT A**  
**Maine Pooled Disability Trust Fee Schedule (subject to change)**

**Fees Paid to Maine Pooled Disability Trust / Trust Management Company**

1. A one-time joinder fee of \$900.00 to open a subaccount
2. An annual administrative fee of \$360.00 for each fiscal year beginning July 1 and ending June 30

The annual administrative fee will be waived for subaccounts with balances less than \$1,000.00 on July 1

For new subaccounts, the annual administrative fee will be prorated at the rate of \$30.00 per month from date of funding through the next June 30.

3. Costs, fees and expenses related only to a specific subaccount will be charged to the subaccount affected
4. All professional fees, administrative expenses, charges and other fees and costs incurred in the administration, creation and/or protection of the Trust, unless directly attributable only to a specific subaccount, shall be charged generally against the Trust and shall be paid prior to allocation of net income to any of the Trust subaccounts, or out of the principal of the Trust subaccounts.

**Investment Management Fees**  
**Paid to True Link Advisors, LLC\***

A .3%(.003) investment management fee is deducted from the trust sub-account quarterly. The fee is calculated based on the average daily balance of the assets under management in the sub-account, per year, prorated on a quarterly basis. The fee is payable to True Link Financial Advisors, LLC. This fee assumes the sub account is fully invested in a Money Market Account only, which will be cash or cash equivalents. **Additional fees may apply to subaccounts containing assets other than cash or cash equivalents. Fees are subject to change.**

**Read and accepted**

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**Sponsor**

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\* Investment advisory services are offered by True Link Financial Advisors, LLC, a registered investment adviser affiliated with True Link Financial, Inc.

### **Acknowledgement of Retained Funds**

The Sponsor Acknowledges that pursuant to Paragraph 32 of The Sponsor Agreement, and Paragraph 7.1 of The Maine Pooled Disability Master Trust Agreement II funds may be retained by the trust upon termination. As an example of some of the ways these funds may be used, the below list is provided:

- Offset ongoing administration expense of The Maine Pooled Disability Trust I or Trust II to reduce ongoing costs for current beneficiaries;
- Reduce the expenses associated with establishing new sub accounts to allow additional disabled individuals to utilize the Maine Pooled Disability Trust I or Trust II;
- For charitable organizations including but not limited to the Maine Pooled Disability Trust Management Company, a nonprofit association who has ultimate managerial control of The Maine Pooled Disability Trust.

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**Sponsor**