

LSS POOLED TRUST

Establishing a Special or Supplemental Needs Pooled Trust Account



Thank you for your interest in Lutheran Social Service of Minnesota (LSSMN) Pooled Trust. LSSMN offers two types of Pooled Trusts: a **Special Needs/Self-Funded Trust** and a **Supplemental Needs/Third-Party Funded Trust**. These Trusts will not be counted as an available asset, and disbursements from them will not be counted as income under the rules that apply to Social Security income and Medicaid/Medical Assistance.

Opening a Pooled Trust Account

A new account can be opened and funded within 7-10 business days. We will need a completed, signed and notarized agreement along with a check and other required documents.

Setting up a Pooled Trust Account

You will need to determine your goals and assess your financial resources to see if a Special Needs or Supplemental Needs Pooled Trust is right for you.

Legal consultation while considering a Pooled Trust

We encourage you to seek independent legal counsel if:

- The Beneficiary is under the age of 65 **and**
- You have any doubts about your ability to complete the Pooled Trust Master Joinder Agreement properly
- You have questions about the terms of the Pooled Trust Master Joinder Agreement

We **require** you seek independent legal counsel of your choice if the Beneficiary is age 65 or older.

We are happy to provide referrals to law firms specializing in elder or disability law. Providing information on attorneys/law firms does not mean that LSSMN endorses them.

Carefully consider your options

Some helpful questions to ask an attorney:

- What is the impact on my benefits if I keep the money? (Be sure that you bring documentation to show your attorney the types of benefits that you receive.)
- What else can I do with the money besides placing it in a Trust account?

Complete the application materials

You may be required to complete this step with an attorney.

The Joinder Agreement

The Beneficiary or the Beneficiary's legal representative is required to sign the Joinder Agreement which:

- Is the contract by which a Beneficiary enrolls as a participant in the Trust
- Establishes an individual subaccount with the Trust for the benefit of a Beneficiary
- Contains information about the Beneficiary, the Beneficiary's legal representative (if any), any final remainder Beneficiaries, and the rights and obligations of the parties

By execution of the Joinder Agreement and related enrollment documents, the **parties to the Joinder Agreement agree to the terms of the Trust.**

Please read the entire Joinder Agreement carefully, including all of the exhibits. Some of the exhibits require you to provide LSSMN with specific information.

The requested information assists us, as Trustees, in:

- Identifying individuals associated with the Beneficiary
- Identifying and planning for the needs and wants of the Beneficiary
- Updating information as needed

Please do not leave any empty spaces; if a question does not apply to you, then indicate N/A in your response. You may attach extra sheets of paper for any question if the space provided is inadequate. We require the Beneficiary to name a person to be their "Beneficiary advocate" when enrolling in the LSS Pooled Trust. In some cases, the Beneficiary may be acting as their own Beneficiary Advocate.

Required Documentation

In addition to the completed Joinder Agreement, please include the following:

Proof of Beneficiary's Disability: a Beneficiary must meet the definition of being "disabled" in order to join the Trust. Therefore, please provide proof of the Beneficiary's "disability" by either providing written evidence of the Social Security Administration or the State Medical Review Team's (SMRT) determination of disability. This written documentation must be provided at the time you submit the Joinder Agreement to LSSMN.

Proof of Grantor's Status to Establish a Special Needs Trust on Behalf of Beneficiary: by law, only the Beneficiary's parents, grandparents, legal guardian, the Beneficiary themselves, or someone acting at the direction of a court may establish a Special Needs Trust on behalf of the Beneficiary.

If you are anyone other than the beneficiary: please include documents that verify that you fall within one of the permissible categories. The table below illustrates the types of documents that can be submitted. The list illustrates examples only; it is not intended to be inclusive. The documents provided must clearly and unequivocally establish the Grantor's status.

If The Grantor is:	Documentation Needed
The same as the Beneficiary	Your photo I.D. will be enough
The parent (s)	Include a copy of your child's birth certificate
The Grandparent(s)	Include a copy of your child's birth certificate and a copy of your grandchild's birth certificate
Legal Guardian or Conservator	Include copies of your Letter of Guardianship/Conservatorship – also requires court approval
Attorney-in-Fact or Power of Attorney	Include a copy of the Power of Attorney document
Court	If you are acting at the direction of a court, include a copy of the Court Order that directs you to execute the Joinder Agreement

Photocopies of ID: all Grantors, Beneficiaries, and those authorized to request disbursements must provide a photocopy of their driver's license or other government-issued photo identification.

W9: the Beneficiary and all those authorized to request disbursements must complete and sign a W9.

Grantor's Wishes: please include a spending plan with ideas of what the Grantor considers to be life enhancing purchases and experiences.

Authorization for Disclosure: allows LSSMN to both provide and receive financial information with other agencies.



Please enclose a check for the amount being contributed to the Trust subaccount with your completed Agreement and required forms outlined above.

Deposit Required: LSSMN has a minimum opening balance of \$10,000. However, you can set up an account with \$1,000 in the expectation that it will be funded in the future. We don't charge any fees until the Trust is funded to \$10,000.

The check should be made payable to:

LSSMN SNPT FBO (the Beneficiary's name)

Once the completed application and all required documentation are received, we will review the application along with the supporting documents prior to approving the establishment of the subaccount. Establishing a Special or Supplemental Needs Pooled Trust is unique to each applicant; and timelines can vary depending on the complexity of the application and how the Trust is funded.

We look forward to partnering with you. Please reach out with any questions; we'd be happy to hear from you.

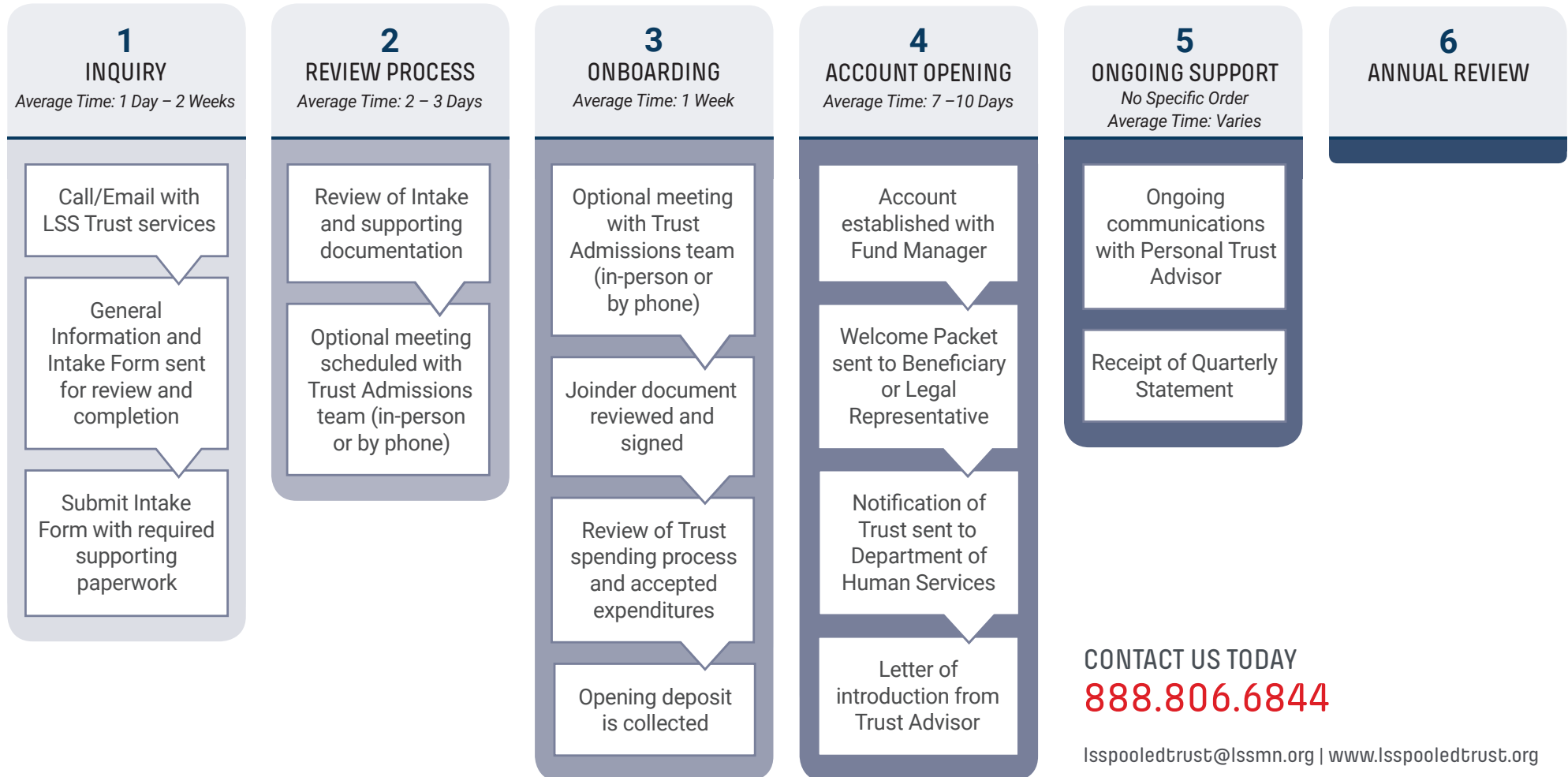
LSSMN cannot become the Trustee of an individual Trust nor can we establish an individual Special Needs/First-Party Funded or Supplemental Needs/Third-Party Funded Trust. All LSSMN Trusts have been approved by the Social Security Administration (who administers Social Security benefits) and the Minnesota and North Dakota Departments of Health Services (who administer Medicaid/Medical Assistance benefits) as meeting the requirements for Special Needs Trusts.

For more information, contact:

LSS POOLED TRUST
1605 Eustis Street | Saint Paul, MN 55108
888.806.6844 | email: lsspooledtrust@lssmn.org | www.lsspooledtrust.org

Opening an LSS Pooled Trust Account

Lutheran Social Service of Minnesota (LSS) has been providing trustee services to qualified individuals for more than a decade. Today, we help improve the quality of life for more than 500 individuals with disabilities and carry a portfolio worth more than \$22M. Our services include Special Needs – First Party Funded Pooled Trusts and Supplemental Needs – Third Party Funded Pooled Trusts.



CONTACT US TODAY
888.806.6844

lsspooledtrust@lssmn.org | www.lsspooledtrust.org

LSS POOLED TRUST

Using Your Trust —Quick Reference Sheet

Additional information on using your Trust may be found in the handbook: *Guidelines for Beneficiaries and Advocates*.

Disbursement Request and Statements

How do I get money out of my Trust?

Per state and federal laws your Trust account is irrevocable. This means that we cannot transfer money (cash) back to you directly. We will pay for goods and services directly to the provider, on your behalf.

All disbursements need to be pre-approved. Service availability is dependent on the suite of benefits you receive.

The process is simple and easy.

Mail, email or fax us an invoice or statement that you want to be paid from your Trust.

- Include detail of what goods or services you received.
- Include any receipts for services or goods received that
 - were paid on a credit card. We will pay the credit card company directly.
 - or have an outstanding invoice.

For services where the payment will be the same every week or every month (such as cable, telephone service, rent for those instances where we can pay rent):

- Mail, email or fax in a single request with a copy of the invoice. Request that we continue to pay it until you tell us otherwise.
- Alternatively, you can request the service provider to send the monthly/weekly invoice or statement directly to us at:

Lutheran Social Service of Minnesota
Attn: Pooled Trust Services
1605 Eustis Street, Suite 310
Saint Paul, MN 55108

How long does it take to process a request for disbursement?

Typically, once we receive the request, it 24-48 hours for us to process it. After the request is processed, it can take up to 7-10 business days for the vendor to receive payment, depending on the form of payment. We will contact you if we need additional information before we approve the request.





Can I have prepaid funeral arrangements paid for out of my trust?

Yes, we encourage you to do this if you haven't already done so. Your Trust Advisor can assist with a referral or help you accomplish this.

How can I check my account?

You can call us directly and speak to someone during business hours who will get your balance and any other requested information about your account. Direct online access is available on request.

When does the Beneficiary get a statement and what does it show?

Account statements are issued quarterly and show account transactions during the previous quarter. Account statements are mailed to the Beneficiaries and their legal representatives/advocates mid-month (in April, July, October and January) following the previous quarter end.

When is the Trust tax information sent to the Beneficiary?

Trust tax information is generally mailed out around the 15th of March each year. Please consult an accountant with any questions about the tax information and whether you are required to file a tax return.

Future Deposits

Can the Beneficiary make additional deposits into the Trust account?

Yes: If the Trust is a **Special Needs/ First-Party Funded:** you may make additional deposits as long as the money being deposited into the account is the Beneficiary's money. Send a check or cashier's check.

Yes: If the Trust is a **Supplemental Needs/Third-Party Funded:** you may make additional deposits as long as the money being deposited into the account is from someone other than the Beneficiary. Send a check or cashier's check.

The check should be made payable to: *LSSMN SNPT FBO (Beneficiary's name)*

Send to: Lutheran Social Service of Minnesota
Attn: Pooled Trust Services
1605 Eustis Street, Suite 310
Saint Paul, MN 55108

Deposits to the Trust account can be made electronically as long as the deposit meets the requirements noted above. Please contact our office for the specific instructions.



**CLIENT INFORMATION FORM
LSS POOLED TRUST**

Date: _____

Legal Representative or Person providing information

Name:	Address:
Phone:	City, State, Zip:
email:	Relationship to beneficiary:

Beneficiary data

Name: (first, middle, last):		Gender:	Marital status:
Address (Street City, State, Zip):		Date of birth:	SS Number:
County:	Phone:	Email:	
Diagnosis: MI / CD / Physical Disability / Elderly / DD / Other		Medicare / MA Number:	Employment status:
Is own Guardian	Can request Distributions	Any Limits to Requests?	

Government Benefits

County Social Worker/Case Manager:		Phone:	Email	Agency:
Receive SSI? \$\$	Receive RSDI? \$\$	Receive SSDI? \$\$	SNAP	Housing Other:
Is the beneficiary under court supervision? Yes		County:	Court File Number:	

Other support systems

Residential Facility Name:	Address (Street, City, State, Zip):	Phone:
Type of Care:	Email	Staff Name
Emergency Contact:	Address (Street, City, State, Zip):	Phone
Relationship to Beneficiary	Alternate:	Email:
Insurance	Policy Number:	Address

Documents Checklist

- SSA and Medicaid/Medicare or SMRT Forms/Determinations:
Comments: _____

- Trust Agreement Signed and Notarized:
Comments: _____

- Guardianship:(as needed)
Comments: _____

- Court Order: (as needed)
Comments: _____

- Power of Attorney: (as needed)
Comments: _____

- Driver's License/Passport/ID Card: **: Required for Beneficiary and all parties authorized to request distributions.
Comments: _____

- W-9: ** Required for Beneficiary and each party authorized to request distributions.
Comments: _____

- Grantors Wishes – Spending plan.
Comments: _____

- Authorization for Disclosure of Financial Information.
Comments: _____

- Funds for Deposit.
Comments: _____

X _____ **Date** _____

Relationship to Client Client Parent(s) Grandparent Guardian Conservator



**JOINDER AGREEMENT
FOR LUTHERAN SOCIAL SERVICE OF MINNESOTA
SPECIAL NEEDS POOLED TRUST**

Instructions for Completing the Joinder Agreement

Please read this entire Joinder Agreement and the related Lutheran Social Service of Minnesota (“LSS”) Special Needs Pooled Trust Agreement (“Pooled Trust”) carefully and in full including all of the “exhibits.” Some of the exhibits require you to provide LSS with specific information. The requested information assists us, as Trustee, in identifying individuals associated with you the Beneficiary, in identifying and planning for the supplemental care or special needs of the Beneficiary, and in updating information over time. Please do not leave any empty spaces; if a question does not apply to you, please indicate N/A in your response. You may attach extra sheets of paper for any question if the space provided is inadequate.

This Joinder Agreement is a binding legal document. You are encouraged to seek independent legal counsel if the beneficiary is **under the age of 65** and you have any doubts about your ability to complete this Joinder Agreement properly or you have questions about the terms of this Joinder Agreement. You **will need** (LSS requires you) to seek independent legal counsel if the beneficiary is **age 65 or older**.

- 1.** This is a non-revocable agreement. **Once established, you cannot ask for a return of your funds.** The funds contributed to the Pooled Trust must be funds that are those of the Beneficiary and not of a third party.
- 2.** Please note that the Pooled Trust cannot disburse funds for basic needs (shelter or food) to the extent it replaces, reduces or substitutes a Beneficiary’s government benefits. The funds are budgeted for supplemental items which are appropriate to the Sub-Account Beneficiary’s needs. Under current law, the Trustee can approve a lifetime disbursement for a pre-paid burial plan but cannot approve disbursements after the Beneficiary’s death for a funeral.
- 3.** Federal law requires that all unspent amounts in a Beneficiary funded Sub-Account at the Beneficiary’s death must be used to reimburse the State or States (if the Beneficiary has received aid from more than one State) for medical services received. The LSS Remainder Share of 10% of the Pooled Trust for other indigent Beneficiaries is deducted before the State(s) reimbursements.
- 4.** The “Beneficiary” is the individual whose funds are contributed to the Sub-Account and who is the sole individual that may benefit from the Sub-Account created for his or her lifetime benefit. The Beneficiary of the Pooled Trust must meet the definition of having a disability to join the Pooled Trust. A Beneficiary shall provide written evidence to the Trustee of disability by providing confirmation of the Social Security Administration or the State Medical Review Team’s (SMRT) determination of disability.
- 5.** The “Grantor” of the Sub-Account must be the Beneficiary, the parent of the Beneficiary, the grandparent of the Beneficiary or a Legal Representative (Attorney in Fact, Guardian or Conservator who signs this Joinder Agreement on behalf of the Beneficiary). Alternatively, the Court may establish the Sub-Account on behalf of the Beneficiary. A Grantor enters into the Joinder Agreement using the Beneficiary’s own fund to establish the Sub-Account for the Beneficiary’s sole benefit.
- 6.** The “Legal Representative or Designated Advocate” is the person who may request disbursements from the Sub-Account for the benefit of the Beneficiary and may receive copies of the financial reports and other fee information from the Trustee. If the Legal Representative is someone other than the Grantor, please provide the information for the Legal Representative or Designated Advocate on Schedule B, (page 8). We will need a copy of the document or documents that appoint the Legal Representative in his or her capacity (i.e. Copy of Power of Attorney, Guardianship or Conservatorship court appointment documentation.). Please provide an alternate Legal Representative, if there is one. This will ensure that Lutheran Social Service has someone to contact in the event the primary Legal Representative is unavailable. Note that all disbursements are within the sole discretion of the Trustee.

Joinder Agreement for Lutheran Social Service of Minnesota Special Needs Pooled Trust

7. Concerning distribution upon the death of the Beneficiary, on Schedule B, (page 11) please provide clear details regarding who is to receive the funds remaining **after** satisfying the State’s claim for Medical Assistance/Medicaid reimbursement and LSS’s Remainder Share or whether the Grantor wants any remainder to be held in the Pooled Trust for the benefit of other disabled individuals with sub-accounts in the Pooled Trust. If the Grantor designates “heirs at law” as the beneficiary, please attach contact information for the person who would be best able to locate heirs. If the Trustee is unable to locate heirs within a reasonable amount of time, the funds will be used for the benefit of other indigent disabled beneficiaries, as if no beneficiary had been named.

8. On the last page of the Joinder Agreement is the checklist for self-settled Sub-Accounts. Please review this checklist carefully. LSS strongly recommends that an attorney be consulted who is familiar with trust and benefits issues before signing the bottom of the checklist. If the Grantor chooses not to review the checklist with an attorney, please make note on the checklist that you are waiving that right and then sign and date the checklist.

In addition to the completed Agreement, please be sure to include the following items:

- a. **Proof of Beneficiary’s Disability** – Under current law, a beneficiary must meet the definition of being “disabled” in order to join the Trust. Therefore, please provide proof of the beneficiary’s “disability” by either providing written evidence of the Social Security Administration or the State Medical Review Team’s (SMRT) determination of disability. This written documentation must be provided at the time of submitting the Joinder Agreement to LSS.
- b. **Proof of Grantor’s Status to Establish Trust on Behalf of Beneficiary** – Under current law, only the beneficiary’s parents, grandparents, legal guardian, the beneficiary himself or herself, or someone acting at the direction of a court may establish the Trust on behalf of the beneficiary. If you are anyone other than the beneficiary, then please include documents that verify that you fall within one of the permissible categories. (The table below illustrates the types of documents that must be submitted. The list is examples only and is not intended to be exhaustive or all inclusive. The documents provided must clearly and unequivocally establish the Grantor's status)

If The Grantor is :	Documents we need
The same as the beneficiary	Your photo I.D. will be enough
The parent (s)	Include a copy of your son or daughter’s Birth Certificate
The Grandparent (s)	Include a copy of your son or daughter’s Birth Certificate and a copy of your grandchild’s birth certificate
Legal Guardian or Conservator	Include copies of your Letter of Guardianship/Conservatorship
Attorney – in- Fact or Power of Attorney	Include a copy of the Power of Attorney document.
Court	If you are acting at the direction of a court, include a copy of the Court Order that directs you to execute the Joinder Agreement.

(The documents previously listed are examples only and are not intended to be exhaustive or all inclusive. Any document that establishes the Grantor's relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient. Please note, however, that the documents provided must clearly and unequivocally establish the Grantor's status.)

- c. **Photocopies of ID** - All Grantors, Beneficiaries, and those Authorized to Request Distributions (Legal Representatives and Trust Advocates) must provide a photocopy of their Driver's License or other Photo Identification.
- d. **W9** - The Beneficiary and all those authorized to Request Distributions must complete and sign a W9.
- e. **Grantor's Wishes** - Ideas of what the Grantor considers to be "Life Enhancing purchases and Experiences."
- f. **Authorization for Disclosure** – Allows LSS to both provide and receive financial information with other agencies.

9. Funding Instructions: To fund the Sub-Account, please make the check payable to: "Lutheran Social Service of Minnesota, fbo (for the benefit of) [Beneficiary's name]" or alternatively LSS can provide wire instructions at the time the Joinder Agreement is signed. Please send checks and the completed Joinder Agreement, to:

Attn: LSS Trustee
Lutheran Social Service of
Minnesota
1605 Eustis Street, Suite 310
St. Paul, MN 55108

10. Please note that LSS has the right to enter into a Joinder Agreement and the Joinder Agreement is not effective until and unless it is executed by an authorized representative of LSS. After the Agreement is received, reviewed and accepted, you will receive signed copies of the Agreement, along with a copy of the Master Trust Agreement and record of the Inventory for the Sub Account. As required by law, we will send a copy to the State of MN. We will provide you with copies to be submitted to Social Security and the County.

11. If you have any questions, please contact the LSS Trustee, (651) 310-9400.

12. The trusts created pursuant to the Trust Agreement and the Joinder Agreement are subject to the requirements of state and federal law and may be amended as deemed necessary or appropriate by LSS to remain in compliance with applicable legal requirements for pooled trusts governed by 42 U.S.C. 1396(p) and Minn. Stat. § 256B.056 and Minn. Stat §501C.1205.



**JOINDER AGREEMENT FOR
LUTHERAN SOCIAL SERVICE OF MINNESOTA
SPECIAL NEEDS POOLED TRUST**

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

This Joinder Agreement (“Joinder Agreement”) is by and between Lutheran Social Service of Minnesota (“LSS” and “Trustee”) and _____, a Minnesota resident (“Grantor”), for the benefit of _____ (“Beneficiary”) for the purpose of enrolling in and adopting the Lutheran Social Service of Minnesota Special Needs Pooled Trust Agreement as amended from time to time (“Pooled Trust”)¹ which is incorporated herein by reference.

1. **Adoption of Lutheran Social Service of Minnesota Special Needs Pooled Trust Agreement.** The Grantor, hereby agrees to transfer the sum of _____ (\$ _____) for the benefit of the Beneficiary into the Pooled Trust sub-account number _____ (“Sub- Account”) to be administered by the Trustee in accordance with the terms and conditions contained in the Pooled Trust Agreement.

2. **Distributions of the Remainder upon the Beneficiary’s death.** All unspent amounts in the Beneficiary’s Sub-Account at the Beneficiary’s death (after payment of the LSS Remainder Share) must be used to reimburse the state or states for medical services received (“State Reimbursement Claims”). If there are funds remaining in the Beneficiary’s Sub-Account after the Trust’s Remainder Share has been satisfied and after the State claims have been satisfied, and after payment of taxes plus any allowable expenses, the remaining amounts are available to be distributed to the Remainder Beneficiaries appointed under Schedule B of this Joinder Agreement.

3. **Pooled Trust’s Remainder Share.** Federal and State regulations allow the Pooled Trust to retain a remainder share upon the death of a beneficiary. The Pooled Trust shall retain a remainder share of 10% of the value of a Sub-Account as of the date of termination and prior to payment of any amounts to the State(s).

The Pooled Trust’s Remainder share shall be used in the discretion of the Trustee for the direct or indirect benefit of other Beneficiaries of the Pooled Trust.

If funds remain after distributions of the Pooled Trust’s Remainder Share, payment of allowable expenses and taxes, payments to the State of Minnesota and/or any other state(s) for State Reimbursement Claims, remaining funds in the Sub-Account, if any, will be distributed to the Remainder Beneficiaries pursuant to Schedule B of this Joinder Agreement.

4. **No Early Termination of Sub-Account.** The Pooled Trust provides that a Sub-Account may not be terminated prior to the Beneficiary’s death.

5. **Locating Remainder Beneficiaries.** Grantor acknowledges that the Pooled Trust may incur additional costs if the Remainder Beneficiaries listed in Schedule B of this Joinder Agreement cannot be located easily. Grantor acknowledges and agrees that after repayment of the State Reimbursement Claims, the Trustee may recover its reasonable costs and expenses associated with locating such Remainder Beneficiaries.

¹ The most recent version of the Pooled Trust is the 2019 Amended and Restated Lutheran Social Service of Minnesota Special Needs Pooled Trust.

6. **Fees.** Grantor agrees to pay the fees in accordance with Schedule A that is attached hereto and that may be amended from time to time in the sole discretion of the Trustee. If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to a Beneficiary's Sub-Account. The Trustee shall give notice of any amendment to Schedule A at least thirty (30) days prior to the effective date of the amendment by giving written notice to the Grantor or Legal Representative. Please note that fees are not refundable.

7. **Informational Forms.** Schedule B contains the relevant information regarding the Beneficiary and eligibility for participation in the Pooled Trust and Grantor has completed Schedule B accurately and truthfully with the intention that LSS will rely on the information provided in establishing the Sub-Account and managing the funds deposited into the Sub-Account.

8. **Management of Sub-Account.** The Sub-Account will be managed and administered for the benefit of the Beneficiary. Pending the preparation of the Beneficiary's case assessment and special needs plan, disbursements for any non-support items for the benefit of the Beneficiary may be made when, in the discretion of the Trustee, such supplemental care or special needs are not being provided by any public agency, or are not otherwise being provided by any other source available to the Beneficiary. The Trustee may also make other disbursements from the Beneficiary's Sub-Account for the Beneficiary to the extent it does not replace, reduce or substitute a Beneficiary's public agency benefits. The Grantor recognizes that all disbursements are discretionary, as directed by the Trustee. With this in mind, the Grantor may express Grantor's desires as to how funds in the Sub-Account might be used at the time of signing this Joinder Agreement on the separate "Wishes" form provided by LSS.

9. **LSS Contact Information.** Contact information for LSS, the Pooled Trust Trustee, is included on Schedule C, and may be amended from time to time.

10. **Amendment.** The provisions of this Joinder Agreement may be amended as the Grantor and the Trustee may jointly agree, so long as any such amendment is consistent with the Pooled Trust agreement and the then-applicable law. Provided, however, that after a Sub-Account is funded, the Grantor may not revoke a transfer pursuant to this Joinder Agreement.

11. **Taxes.** The Grantor acknowledges that the Trustee has made no representation to the Grantor that contributions to the Pooled Trust are deductible as charitable gifts, or otherwise. Grantor acknowledges that the Trustee has made no representations as to the gift or tax consequences of directing funds to the Pooled Trust and has recommended that the Grantor seek independent legal and tax advice. 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. Sub-Account income may be taxable to the Pooled Trust, and when this is the case, such taxes shall be payable from the applicable Sub-Accounts. Upon the Beneficiary's death, taxes due from the trust to the State(s) or federal government because of the death of the beneficiary and inclusion of the trust in the estate may be paid (except inheritance taxes) prior to reimbursement of the State(s) for medical assistance.

12. **Additional Sub-Accounts.** If the Grantor intends to enroll more than one Beneficiary under a Sub-Account Agreement, an additional agreement is required between the Grantor and the Trustee regarding such matters as the enrollment fee or consultation fees for funded enrollments, Special Assessments, and other fees (as described on Schedule A).

13. ***Federal and State Law Control.*** The Pooled Trust managed by the Trustee is a pooled trust, governed by the laws of Minnesota (Minn. Stat. § 256B.056 and/or Minn. Stat §501C.1205) in conformity with the provisions of 42 U.S.C.§ 1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. To the extent there is a conflict between the terms of the Pooled Trust or this Joinder Agreement and the governing law, the law and regulations shall control. The Trustee may amend the Pooled Trust and/or this Joinder Agreement from time to time in its discretion to meet the requirements of applicable law.

14. *Acknowledgments By Grantor.*

Each Grantor acknowledges:

- (i) unless waived below, that he or she has been advised to have the Pooled Trust agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement;
- (ii) that the Investment Firm is a financial institution and is not licensed or skilled in the field of social services and is strictly involved in the investment of the pooled funds;
- (iii) the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Grantor agrees that the Trustee will not in any event be liable to any Grantor or Beneficiary or any other party for any loss of benefits or any other liability as long as the Trustee acts reasonably in good faith;
- (iv) that upon execution of this Joinder Agreement by Grantor and the Trustee, and the funding of a Sub-Account for a Beneficiary, that this Pooled Trust, as to Grantor and Beneficiary, is irrevocable. Each Grantor acknowledges that after the funding of a Sub-Account, the Grantor shall not have further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon;
- (v) that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by the Trustee in deciding to execute this Joinder Agreement;
- (vi) that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
- (vii) that if he or she has not had the Pooled Trust agreement or this Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;
- (viii) that if he or she has not had the Pooled Trust agreement or this Joinder Agreement reviewed by his or her own CPA, that he or she voluntarily waives and relinquishes such right;
- (ix) that he or she has been provided a true and correct copy of the Pooled Trust agreement and this Joinder Agreement prior to the signing of this Joinder Agreement;
- (x) that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments;

Joinder Agreement for Lutheran Social Service of Minnesota Special Needs Pooled Trust

- (xi) that the Pooled Trust or its designee may be a Remainder Beneficiary of a portion of the Sub-Account established hereby upon the death of the Beneficiary as provided in this Joinder Agreement; and
- (xii) that Trustee shall file an annual accounting with the Minnesota Department of Human Services for any Sub-Account where the Beneficiary is receiving Medicaid benefits or as otherwise required by law.

15. **Federal Taxes; Indemnification by Grantor.** Each Grantor acknowledges that a Sub-Account may be treated as a grantor trust for federal income tax purposes as provided under IRC § 671 et. seq. and the income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Grantor's federal income tax return and taxable to the Grantor. Each Grantor acknowledges that the Grantor, the primary representative, or the Beneficiary shall be responsible for mailing their own federal and/or state income tax returns to report the income of the Pooled Trust which is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee and the Investment Firm from any and all claims for income tax liabilities of his or her Sub-Account which is treated as a grantor trust for federal income tax purposes.

16. **Accounting Period.** The accounting period for the Sub-Account shall be the last day of each calendar year of the Sub-Account.

(Signatures Appear on the following Page)

IN WITNESS WHEREOF, the undersigned Grantor(s) have reviewed and signed this Joinder Agreement, understand it, and agree to be bound by its terms, and the Trustee has accepted this Joinder Agreement. The parties hereby execute this Joinder Agreement to be effective as of the
_ _ day of _ , 20

**Lutheran Social Service of Minnesota as
Trustee of the Lutheran Social Service of
Minnesota Special Needs Pooled Trust**

Grantor signature

By:

Authorized Signature (Lutheran Social Service)

Typed name & title

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me by _____ as Grantor, on the
_ day of _ , 20

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me by _____, an authorized
representative of Lutheran Social Service of Minnesota, on the _ day of
,20

Notary Public

**SCHEDULE A
TO THE LUTHERAN SOCIAL SERVICE OF MINNESOTA
SPECIAL NEEDS POOLED TRUST JOINDER AGREEMENT**

FEE INFORMATION

The following Fees are established as of January 1, 2024 for sub-accounts to the Lutheran Social Service of Minnesota Special Needs Pooled Trust. All fees will be deducted from sub-account balances. Fees are subject to change from time to time.

FEES TO LSS:

1. One Time Enrollment Fee	\$1,200.00
2. Hourly Fee Rate*	\$108.00/hour
3. Annual Fee**	
0 disbursements	\$432.00/year
1-11 disbursements	\$324.00/year
12+ disbursements	\$216.00/year

*Hourly Fees will be charged only for work performed by LSS employees in reference to the sub-account management.

**The annual fee is based on the number of disbursements made from the account since the last annual accounting. It includes the cost of the annual accounting and account review.

FEES TO TRUELINK FINANCIAL COMPANY:

Fees are based on the combined market value of all of the assets of the sub-accounts in the Pooled Trust, and then divided proportionately and charged to each sub-account monthly.

These fees are as follows:

Investment Management	.85%
Expense Ratio	.11%
Tax Preparation	\$50 / yr
Effective Rate	1.07%

Additional fees may be charged for extraordinary and/or special services.

SCHEDULE B
TO THE LUTHERAN SOCIAL SERVICE OF MINNESOTA
SPECIAL NEEDS POOLED TRUST JOINDER AGREEMENT

INFORMATION FOR SUB-ACCOUNT

Lutheran Social Service of Minnesota Special Needs Pooled Trust	
Sub-Account Numbers:	Sub-Account Tax Identification Number:
<small>(To be completed by LSS when assigned)</small>	
Source of Funds (check one):	Beneficiary's funds Third party funds by an individual with support obligations for the Beneficiary.
Describe source:	

This Sub-Account is established for the sole benefit of _____, the **Beneficiary**, who has a disability that meets the definition according to §1614(a)(3) of Social Security Act (42U.S.C. § 1382c(a)(3)), who qualifies under 42 U.S.C. §1396p, as amended, to be a recipient of benefits and services under this Trust Agreement.

This Sub-Account is established by the **Sub-Account Creator** who is

and is one of the following:

- a. The Beneficiary him- or herself (Print Name)
- b. An individual acting on behalf of the Beneficiary, who is the Beneficiary's:

Parent Grandparent Guardian¹ Attorney in Fact¹ Conservator Court Created

1.	Beneficiary:		SSN:		
	Physical Address:			Housing Type	
	Mailing Address (if not same as Physical Address)				
	Email:				
	Telephone:	Primary:	Alternate:	Gender:	
	Birth date:		Marital status:		
	County:		Employment status:		
	Beneficiary under court		no	yes	Court file
	Receive financial statements:			Authority to make disbursement requests:	

2.	Grantor1:		SSN:		
	Address:				
	Email:				
	Telephone:	Primary:	Alternate:	Gender:	
	Birth date:				
	Relationship to Beneficiary (if someone other than the Beneficiary):				
	Receive financial statements:			Authority to make disbursement requests:	

¹ The Grantor must be the Beneficiary, the parent, grandparent, or the legal guardian or legal conservator of such Beneficiary, or alternatively established by the court on behalf of the Beneficiary. Any individual Grantor, other than the Beneficiary, parent or grandparent, must provide documented evidence of his or her legal authority to sign this Joinder Agreement on behalf of the Beneficiary. (i.e. Paperwork from the Court appointing a Conservator or Guardian of the Beneficiary). All Grantors must provide a birth date and social security number when completing the Joinder Agreement as required to open up the Sub-Account with the Pooled Trust as part of the "Know Your Client" under the United States Patriot Act.

3.c	Support Contacts			
	Emergency contact:		Relationship to Beneficiary:	
	Address:			
	Telephone:		Alternate:	
	Email:			
	Social worker / Case Manager:		Title:	
	Agency:		Telephone:	
	Address:			
	Email:			
	Residential facility:		Type of care:	
	Address:			
	Care coordinator / Administrator:		Title:	
	Agency:		Telephone:	
	Email:			
	SS Rep Payee:			
	Address:			
	Coordinator		Title:	
	Agency:		Telephone:	
	Email:			
	Other:		Type of Service:	
Address:				
Administrator:		Title:		
Agency:		Telephone:		
Email:				

Current	
1. Does Beneficiary receive Supplemental Security Income (SSI)?	yes
2. If the answer to question 1 was yes, how much per month?	\$ /month
3. Does Beneficiary receive Social Security Disability Income (SSDI)?	yes
4. If the answer to question 3 was yes, how much per month?	\$ /month
5. Does Beneficiary receive Retirement Security Disability Income (RSDI)?	yes
6. If the answer to question 5 was yes, how much per month?	\$ /month
7 Does Beneficiary receive Medical Assistance?	yes
8. If the answer to question 7 was yes, what is the Medical Assistance card number?	Card #
9. In the space below, list all other forms of government assistance that the Beneficiary receives:	
SNAP Housing Support	
10. 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:	
Address:	
Policy Number:	
11. 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:	
Address:	
Policy Number:	
Disability	
12 What is the nature of the Beneficiary's disability?	
13. If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?	
List one or more - MI / CD / Physical Disability / DD / Elderly / Other	
14. What is the prognosis at this time?	

Grantor's Acknowledgment as to Handling of Sub-Account Remainder upon Termination

I acknowledge that:

- Upon Termination of the Sub-Account, the Trustee will pay to LSS its 10% Remainder Share to continue to be held in the trust for other disabled beneficiaries. Any funds remaining after payment of the 10% Remainder Share shall be used to repay the appropriate State(s) for amounts they have paid for my support.
- Any remainder after LSS and the State(s) are paid should be paid over to the Remainder Beneficiaries listed below.
- **I understand that if I do not list anyone below, or if none of the Remainder Beneficiaries listed below are living at the time this Sub-Account is terminated, any remainder will be transferred to an LSS Pooled Trust Sub-Account for the benefit of other disabled beneficiaries.**

Recipient:				SSN:	
Address:					
Telephone:	Day:		Cell:		Evening:
Relationship to				Percentage:	

Recipient:				SSN:	
Address:					
Telephone:	Day:		Cell:		Evening:
Relationship to				Percentage:	

Recipient:				SSN:	
Address:					
Telephone:	Day:		Cell:		Evening:
Relationship to				Percentage:	

Please note the distribution of the Remainder of the Sub-Account will be after payment of the applicable amounts under Article 6 of the Pooled Trust agreement. Please ensure that the applicable percentages to the Recipients above total 100%.

**SCHEDULE C
TO THE LUTHERAN SOCIAL SERVICE OF MINNESOTA
SPECIAL NEEDS POOLED TRUST JOINDER AGREEMENT**

**CONTACT
INFORMATION**

For information regarding a Beneficiary's Sub-Account, or for requests for disbursements, call or write LSS at:

**LUTHERAN SOCIAL SERVICE OF MINNESOTA
SPECIAL NEEDS POOLED TRUST
ATTENTION: LSS TRUSTEE
1605 Eustis Street, #310
St. Paul, MN 55108
651-310-9400
651-227-2797 Fax
lsspooledtrust@lssmn.org**

It is not the intent of LSS to provide legal advice. Attorneys working with families should be experienced in trust and government benefit issues. LSS urges attorneys who are not experienced in these areas for persons with disabilities to direct families on to attorneys who have such experience.

**Please submit this checklist with the Joinder Agreement
Attorney’s Checklist for Self-Funded Sub-Accounts LSS
Special Needs Pooled Trust**

- _____ My client has been advised of the tax consequences of Trust Sub-Account profit.
- _____ I have advised my client that federal law requires that all unspent amounts in a Beneficiary funded **Sub-Account** at the Beneficiary’s death (remaining after payment of the remainder share) must be used to reimburse the State or States for medical services received. The remainder share of 10% of the Pooled Trust for other indigent Beneficiaries is paid before the State or States reimbursements.
- _____ There are no Medicaid liens against these funds.
- _____ There are no other liens or claims against the Sub-Account funds.
- _____ The Beneficiary of the Trust meets the definition of having a disability according to the Social Security definition (check appropriate options). The Beneficiary is currently eligible for SSI SSDI Medicaid or the Beneficiary has obtained a disability determination by other means allowable by law. Under current law, only the Beneficiary's parents, grandparents, legal guardian, the beneficiary himself or herself, or someone acting at the direction of a court may establish the Trust on behalf of the Beneficiary. If you are anyone other than the Beneficiary, then please include documents that verify that you fall within one of these permissible categories.
- _____ I have advised my client that, under 42 U.S.C. § 1396(p)(c), certain transfers of assets for less than fair market value (including but not limited to the purchase of an annuity that will not pay back to the purchaser the amount paid for it) can result in a period of ineligibility for certain types of Medicaid, including long- term care Medicaid, home or community-based waiver services, home health care services, home and community care for functionally disabled elderly individuals, and personal care services; and I have further advised my client that the act of joining the Pooled Trust is not considered such a transfer of assets for less than fair market value, but I have so advised my client that if such a transfer of assets for less than fair market value has occurred, as would be penalized under 42 U.S.C. § 1396(p)(c), joining the Pooled Trust will not avoid or mitigate the penalty period. If my client is over the age of 65, I have advised my client of the position currently being taken by the government that such transfer may result in a period of ineligibility and I have provided the Trustee with a Transfer Penalty Acknowledgement signed by my client as required by the Trustee.

Attorney name, print or type

Client name, print or type

Signature

Signature

Date

Date

I (We) have read the above Attorney Checklist and waive review by an attorney.

Signature

Signature

Date

Date

LUTHERAN SOCIAL SERVICE OF MINNESOTA SPECIAL NEEDS POOLED TRUST GRANTOR’S WISHES FOR THE USE OF FUNDS

I (Grantor) _____ wish for the funds in my Lutheran Social Service of Minnesota Special Needs Pooled Trust account to last for approximately _____ years and I understand that in creating this list of “wishes” that the list is not binding on the Trustee and will only be used as guide for the Trustee when making any distributions on my behalf. Further, I acknowledge that any and all distributions from the Lutheran Social Service of Minnesota Special Needs Pooled Trust are at the sole and absolute discretion of the Trustee of the Trust and that the Trustee will use its best judgment as a fiduciary when making distributions from the Trust for my benefit. Considering the above statements, I wish that my account to be used for:

(Note: This is a partial list of things that have been purchased from the Lutheran Social Service of Minnesota Special Needs Pooled Trust accounts of other trust clients. Based on how you want the funds from your trust account to be used, rank the items below and indicate an estimated amount you wish to spend in a given time frame – you may also add items that are missing from this wish list. Please note that some of the items listed below may not be available to you based on the restrictions imposed by the government programs in which you are enrolled.)

Rank on Scale 1-5	5= highest priority, 4= high priority, 3= moderate priority, 2= low priority, 1= don't want to use my funds on this expense	Estimated Amount	Time Frame : 0-6 Months ; 6-9 Months ; 12 Months or longer
Expenses associated with major life events			
	Home (primary residence only) modification		
	Home (primary residence only) maintenance / repair		
	Replacement car		
	Car repair		
	Moving expenses		
	Significant medical expenses not covered by Medicaid or insurance		
	Pre-paid funeral		
	Other:		
	Other:		
Everyday living expenses		Estimated Amount	Frequency M=monthly, Q= quarterly A=Annually S= Semi Annually
	Clothing		
	Cell phone bills		
	Internet / cable bills		
	Insurance		
	Medical expenses not covered by Medicaid or insurance		
	Electronics		
	Case management / ILS not covered by benefits		
	Personal care services – PCA not covered by Medicaid		
	Attorney fees		
	Other:		
	Other:		
	Other:		
	Other:		
	Other:		
	Other:		
	Other:		
	Other:		

Expenses for special things and activities	Estimated Amount	Frequency M=monthly, Q= quarterly A=Annually S= Semi Annually
Tickets to sports teams / Concert Tickets		
Restaurants		
Travel and vacation		
Movies / Plays		
Pet and pet care		
Memberships		
Bowling		
Personal care including massages, nail care, hair styling		
Education / community ed. classes		
Other:		
Other:		
Other:		
Other:		
Other:		

Signature

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exempt payee code (if any) _____
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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				-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.