

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.

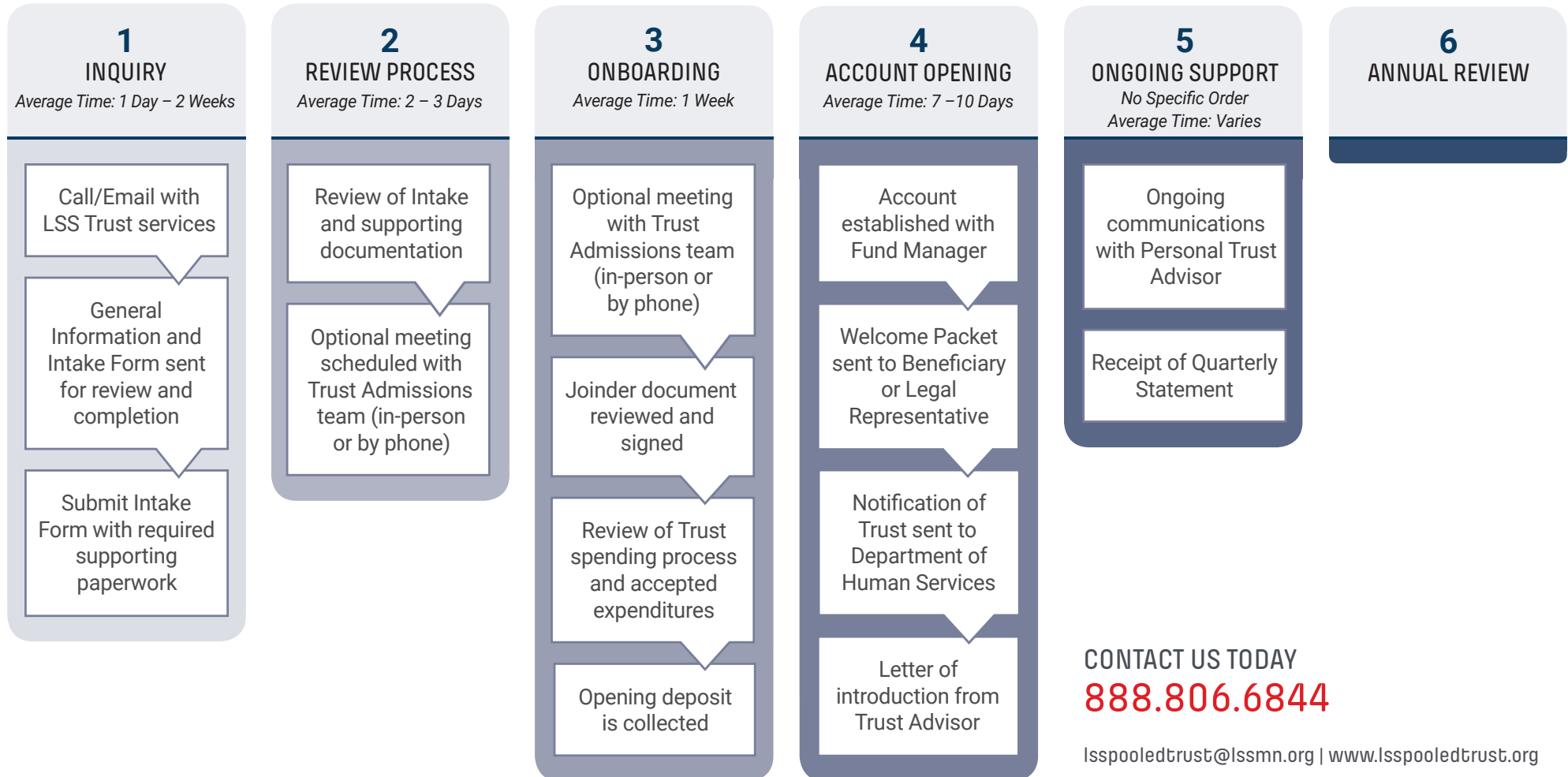
LSSMN cannot become the Trustee of an individual Trust nor can we establish an individual Special Needs/First-Party Funded or Supplemental Needs/Third-Party Funded Trust. All LSSMN Trusts have been approved by the Social Security Administration (who administers Social Security benefits) and the Minnesota 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



**CLIENT INFORMATION FORM
LSS POOLED TRUST**

Date: _____

Grantor 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
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:
Comments: _____
- Court Order:
Comments: _____
- Power of Attorney:
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
SUPPLEMENTAL NEEDS POOLED TRUST
Instructions for Completing the Joinder Agreement

Please read this Joinder Agreement and the related Lutheran Social Service of Minnesota (“LSS”) Supplemental Needs Pooled Trust Agreement (“Pooled Trust”) in full and have it reviewed by your legal counsel before execution.

1. This is a non-revocable agreement. **Once established, you cannot ask for a return of your funds.** The funds contributed to the Supplemental Needs Pooled Trust must be funds that are those of a third party and not those of the Beneficiary.
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. You, as Grantor (page 5, page 10 and Schedule B page 12), may not have a support obligation or transfer money that you legally owe to the Beneficiary to this Supplemental Needs Pooled Trust. This Pooled Trust is only Sub-Accounts consisting of third party funded supplemental needs trusts.
4. Any unspent amounts in a Sub-Account at the Beneficiary’s death will first go to pay the LSS Remainder Share of 10% of the Sub-Account which will go to the LSS Remainder Share to be used as provided in Section 6.02 of the Pooled Trust Agreement. After payment of the LSS Remainder Share, the remaining amounts left in the Sub-Account will be paid to the remainder beneficiaries you designate in Schedule B, Page 15 of this Joinder Agreement. If you fail to designate a remainder beneficiary, the remainder will be treated as the LSS Remainder Share to be used as provided in Section 6.02 of the Pooled Trust Agreement.
5. The Beneficiary (page 5 and Schedule B page 12) of the Trust must meet the definition of having a disability according to the requirements set forth in Minnesota Statutes Section 501C.1205 subd. (2)(c). For purposes of this subdivision, a "person with a disability" means a person who, prior to creation of a trust which otherwise qualifies as a supplemental needs trust for the person's benefit: (1) is considered to be a person with a disability under the disability criteria specified in Title II or Title XVI of the Social Security Act; or (2) has a physical or mental illness or condition which, in the expected natural course of the illness or condition, either prior to or following creation of the trust, to a reasonable degree of medical certainty, is expected to: (i) last for a continuous period of 12 months or more; and (ii) substantially impair the person's

ability to provide for the person's care or custody. Disability may be established conclusively for purposes of Section 501C.1205 subd. (2)(c) by the written opinion of a licensed professional who is qualified to diagnose the illness or condition, confirmed by the written opinion of a second licensed professional who is qualified to diagnose the illness or condition.

6. Under Minnesota Statutes Section 501C.1205, a Sub-Account is not enforceable if the Beneficiary becomes a patient or resident after age 64 in a state institution or nursing facility for six months or more and, due to the beneficiary's medical need for care in an institutional setting, there is no reasonable expectation that the beneficiary will ever be discharged from the institution or facility. For purposes of this paragraph "reasonable expectation" means that the beneficiary's attending physician has certified that the expectation is reasonable. For purposes of this paragraph, a beneficiary participating in a group residential program is not deemed to be a patient or resident in a state institution or nursing facility.

7. The "Grantor" of the Sub-Account is the individual or individuals that establish the account for the Beneficiary's benefit. The Grantor may not be the Beneficiary, may not be a parent of a child Beneficiary under age 18, nor any other individual that owes a duty to support the Beneficiary. The funds contributed must **not** be funds that are the Beneficiary's. In addition, the funds contributed must not be funds that the Grantor **legally owes to the Beneficiary** of the Sub-Account of the Supplemental Needs Pooled Trust.

8. The "Legal Representative or Designated Advocate" (Schedule B, Section 3 page 12) is the person who may request disbursements from the Sub-Account for the benefit of the Beneficiary and will 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 on Schedule B along with 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.

9. Concerning distribution upon the death of the Beneficiary, Schedule B, (page 15) please provide clear details regarding who the Grantor wishes to receive the funds remaining after satisfying Lutheran Social Service's Remainder Share or whether the Grantor wants any additional remainder to be held in the Supplemental Needs Pooled Trust for the benefit of other disabled individuals with Sub-Accounts in the Supplemental Needs Pooled Trust. If the Grantor designates "heirs at law" as the remainder 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 remainder beneficiary had been named.

10. On the last page of the Joinder Agreement (page 19) is the checklist for third party funded Sub-Accounts of the Supplemental Needs Pooled Trust. 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. **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.
- c. **W9** - The Beneficiary, Grantor and all those authorized to Request Distributions must complete and sign a W9.
- d. **Grantor’s Wishes** - Ideas of what the **Grantor considers to be “Life Enhancing purchases and Experiences.”**
- e. **Authorization for Disclosure** – Allows LSS to both provide and receive financial information with other agencies.

11. 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 Trust Administrator
Lutheran Social Service of Minnesota
1605 Eustis Street, Suite 310
St. Paul, MN 55108

12. 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.

13. If you have any questions, please contact the
LSS Trust Administrator
651-310-9400.

14. The Trusts created pursuant to the Pooled Trust Agreement and the Joinder Agreement are subject to the requirements of Minnesota 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 and supplemental needs trusts.



JOINDER AGREEMENT FOR LSS SUPPLEMENTAL 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 Supplemental Needs Pooled Trust Agreement (“Pooled Trust”) which is incorporated herein by reference.

1. Adoption of the Supplemental 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. Upon the death of the Beneficiary, the remainder of funds left in the Sub-Account will be used first to pay the LSS Remainder Share (equal to a minimum 10% of the value of the Sub-Account). If there are funds remaining in the Beneficiary’s Sub-Account after the Trust’s Remainder Share has been satisfied, the Remaining Assets shall pass according to the Beneficiary Designation of Schedule B to this Joinder Agreement.

3. Pooled Trust’s Remainder Share. The LSS Supplemental Needs Pooled Trust shall retain a remainder share of 10% of the value of a Sub-Account as of the date of termination. In addition, to the extent the Grantor elects to have more than the minimum 10% up to the entire remainder retained in the LSS Supplemental Needs Pooled Trust for the benefit of other disabled individuals, the Trustee shall add the remainder to the Sub-Account established to hold Remainder Shares. The election as to the treatment of the remainder of the Trust shall be identified on Schedule B to this Joinder Agreement. These funds shall be used for the benefit of other indigent disabled beneficiaries.

The Trust’s remainder share shall be used in the discretion of the Trustee as follows:

- (i) for the direct or indirect benefit of other Beneficiaries of the Trust;
- (ii) to add disabled persons, as defined in Minnesota Statutes Section 501C.1205, as Beneficiaries of the Trust, who qualify under Minnesota Statutes Section 501C.1205, as

amended, to be recipients of benefits and services under this Trust Agreement, as Beneficiaries; or

- (iii) to add disabled persons, as defined in Minnesota Statutes Section 501C.1205, as Beneficiaries of the Trust, who qualify under Minnesota Statutes Section 501C.1205, as amended, to be recipients of benefits and services under this Trust Agreement, with equipment, medication or services deemed suitable for such persons by the Trustee.

Unless an election has been made to retain all of the remainder in the Pooled Trust for the benefit of other disabled individuals, and if funds remain after distributions of the Trustee's Remainder Share, remainder funds, if any, will be distributed pursuant to Schedule B of this Joinder Agreement.

4. *Early Termination of Sub-Account.* Article 6 of the Trust provides that under certain circumstances a Sub-Account (or the Trust) may be terminated prior to the Beneficiary's death. If the Beneficiary's Sub-Account is terminated before his or her death, the Trustee will either distribute the Sub-Account's funds to the Beneficiary or on behalf of the Beneficiary unless the Trustee in its sole discretion deems such distribution to not be in the Beneficiary's best interests. If the Trustee deems such distribution not to be in the Beneficiary's best interest, the Sub-Account's funds will be retained in the Trust for the benefit of other disabled individuals as defined above.

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 the Trustee may recover its reasonable costs and expenses associated with locating such Remainder Beneficiaries.

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 Trust Funds Manager and Trustee are 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 this 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 Trust 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 the Joinder Agreement on the separate "Wishes" form provided by LSS of Minnesota.

9. *LSS Contact Information.* Contact information for Pooled Trust and the Trust Funds Manager are 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 to the Sub-Account of the Pooled Trust.

11. *Taxes.* The Grantor acknowledges that the Trustee has made no representation to the Grantor that contributions to the 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 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 Trust, and when this is the case, such taxes shall be payable from the applicable Sub-Accounts.

12. *Additional Sub-Accounts.* If the Grantor intends to enroll more than one Beneficiary under a Trust Sub-Account, 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 Trust managed by the Trustee is a pooled trust, governed by the laws of Minnesota Statutes Section 501C.1205 and applicable Federal laws and regulations. To the extent there is a conflict between the terms of this Joinder Agreement or Pooled Trust 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 Trust Funds Manager is a financial institution and is not licensed or skilled in the field of social services;
- (iii) that the Trust Funds Manager may conclusively rely upon the Trustee to identify programs that may be of social, financial, developmental or other assistance to Beneficiaries;

- (iv) that the Trust Funds Manager, its agents and employees, as well as their agents' and employees' heirs and Legal and Personal Representatives, shall not in any event be liable to any Grantor or Beneficiary or any other party for its acts as Trust Funds Manager so long as the Trust Funds Manager acts reasonably and in good faith;
- (v) 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;
- (vi) that upon execution of the Joinder Agreement by Grantor and the Trustee, and the funding of a Sub-Account for a Beneficiary, that this 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 other than the right to change a remainder Recipient beneficiary designation on Schedule B;
- (vii) that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by LSS in deciding to execute this Joinder Agreement;
- (viii) that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
- (ix) that he or she does not have a support obligation for the Beneficiary and does not have any financial obligation to the Beneficiary;
- (x) that if he or she has not had the LSS Supplemental Needs Pooled Trust Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;
- (xi) that if he or she has not had the LSS Supplemental Needs Pooled Trust Agreement or the Joinder Agreement reviewed by his or her own CPA, that he or she voluntarily waives and relinquishes such right;
- (xii) that he or she has been provided a true and correct copy of the LSS Supplemental Needs Pooled Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement;
- (xiii) that the Trustee shall file accountings only as required under Minnesota law;
- (xiv) that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and
- (xv) that LSS will 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.

15. *Federal Taxes; Indemnification by Grantor.* Each Grantor acknowledges that a trust Sub-Account will be treated as a grantor trust for federal income tax purposes as provided under IRC § 671 et. seq. and the income tax regulations thereunder during the Grantor's life. 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 Legal Representative, or the Beneficiary shall be responsible for mailing their own federal and/or state income tax returns to report the income of the Trust which is taxable to them as their interest may appear. Each Grantor hereby indemnifies the Trustee and the Trust Funds Manager 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 Supplemental Needs Pooled Trust

By:

.....
Grantor signature

.....
Authorized Signature

.....
Grantor Name

.....
Typed name and title

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me by _____ and _____, as Grantor(s), 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
SUPPLEMENTAL NEEDS POOLED TRUST JOINDER AGREEMENT

FEE INFORMATION

The following Fees are established as of January 1, 2024 for sub-accounts to the LSS Supplemental Needs Pooled Trust. All fees will be deducted from sub-account balances. LSS and Securian Trust Company, as the Trust Fund Manager, each reserve the right to change its fees by giving Client no less than thirty days advance written notice.

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	0.85%
Expense Ratio	0.11%
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
SUPPLEMENTAL NEEDS POOLED TRUST JOINDER AGREEMENT
INFORMATION FOR SUB-ACCOUNT

LSS Supplemental Needs Pooled Trust	
Sub-Account Numbers:	Sub-Account Tax Identification Number:
(To be completed by LSS when assigned)	
Source of Funds (confirm): <input type="checkbox"/> Third party funds with no support obligation for Beneficiary (Funds not legally owed to or belonging to 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: _____ (Print Name)

- a. An individual acting on behalf of the Beneficiary, who is the _____ Beneficiary's:
 Parent Grandparent Guardian¹ Attorney in Fact¹ Conservator Court Created
- b. An individual acting on behalf of the Beneficiary, not listed above, however is:
 Role: _____

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 supervision: no yes		Court file number:		
	Receive financial statements: none monthly quarterly		Authority to make disbursement requests:		no yes

2.	Grantor ¹ :		SSN:		
	Address:				
	Email:				
	Telephone:	Primary:	Alternate:		
	Birth date:				
	Relationship to Beneficiary:				
	Receive financial statements: none monthly quarterly		Authority to make disbursement requests:		no yes

¹ The Grantor must be someone other than the Beneficiary and the Sub-Account funded with assets that are those of a third party. In addition, all Grantors must provide a birth date and social security number when completing the Joinder Agreement. Please note that the birth date and social security number are required in order to open up the Sub-Account with the Supplemental Needs Pooled Trust and are required as part of the "Know Your Client" under the United States Patriot Act.

3.	Beneficiary Advocates			
Legal Representatives ² or Designated Trust Advocate: Conservators, Guardians, other Legal Representatives ² or designated Trust Advocate who are authorized to receive information, communicate with the Trustee and may request funds on behalf of the Beneficiary if the Beneficiary is unable to do so				
Name				SSN:
Address:				
Email:				
Telephone:	Primary:		Alternate:	Birth date:
Legal Relationship to Beneficiary:				
Receive financial statements: <input type="checkbox"/> none <input type="checkbox"/> monthly <input type="checkbox"/> quarterly			Authority to make disbursement requests: <input type="checkbox"/> no <input type="checkbox"/> yes	
Legal Representative Unless the Grantor requests otherwise and until the Grantor is no longer able to serve as such, the Grantor shall be the Beneficiary's Legal Representative. When the Grantor is no longer able to act as the Beneficiary's Legal Representative, the Guardian or representative listed above shall be the Legal Representative (with a court-appointed Guardian or Conservator, if any, taking precedence). If the Conservator, Guardian, Legal Representative or designated Trust Adocate listed above ceases to serve, please list below, in order, the persons that you would like to be successor Legal Representatives:				

3.a	1st Alternate Legal Representative or Designated Trust Advocate:			
Name				SSN:
Address:				
Email:				
Telephone:	Primary:		Alternate:	Birth Date:
Relationship to Beneficiary:				

3.a1	If none of the named Legal Representatives or successors is able to serve, how would you like the Trustee to select another Legal Representative (i.e., family member, public official, non-profit corporation, court appointment)?

²If the Beneficiary has a Legal Representative (e.g., legal guardian or conservator, duly appointed agent acting under a durable Power of Attorney, trustee, or other legally appointed representative acting on behalf of the beneficiary, parent of a minor Beneficiary ,other legal fiduciary or a designated Trust Advocate (A designated Trust Advocate is an interested and knowledgeable person or organization who receives information and advises the Beneficiary or Trustees)), insert the name, address and relationship of such person to the Beneficiary. In addition, all individuals listed under this section must provide a birth date and social security number when completing the Joinder Agreement. Please note that the birth date and social security number are required in order to open up the Sub-Account with the Lutheran Social Service of Minnesota Special Needs Pooled Trust and are required as part of the "Know Your Client" under the United States Patriot Act.

3.b	Another person (s), not already named, that has authority to make disbursement requests or receive financial statements:			
	Name:		SSN:	Date of Birth:
	Address:			
	Email:			
	Relationship to Beneficiary:			Telephone:
	Receive financial statements: none monthly quarterly			Authority to make disbursement requests: no yes
	Name:		SSN:	Date of Birth:
	Address:			
Email:				
Relationship to Beneficiary:			Telephone:	
Receive financial statements: none monthly quarterly			Authority to make disbursement requests: no yes	

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

Current Benefits	
1. Does Beneficiary receive Supplemental Security Income (SSI)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. If the answer to question 1 was yes, how much per month?	\$ _____ /month
3. Does Beneficiary receive Supplemental Security Disability (SSDI)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. If the answer to question 3 was yes, how much per month?	\$ _____ /month
5. Does Beneficiary receive Medical Assistance/Medicaid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. If the answer to question 5 was yes, what is the Medical Assistance/Medicaid card number?	Card # _____
7. In the space below, list all other forms of government assistance that the Beneficiary receives:	
8. 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:	
9. 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	
10. What is the nature of the Beneficiary's disability?	
11. If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?	
List one or more - MI / CD / Physical Disability / DD / Elderly / Other	
12. What is the prognosis at this time?	

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

Choose One:

- I direct the Trustee to transfer the remainder of any Sub-Account into an LSS Supplemental Needs Pooled Trust Sub-Account for the benefit of other disabled individuals.
- I direct the Trustee to pay LSS its 10% Remainder Share or the following share greater than 10%: ____%. Any remainder after LSS is paid its share should be paid over to the Recipient(s) listed below. **I understand that if I do not list anyone below, or if none of the Recipients listed below are living at the time this Sub-Account is terminated, any remainder will be transferred to LSS as its Remainder Share to be used by LSS according to Section 6.02 of the LSS of Minnesota Supplemental Needs Pooled Trust.**

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

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

Recipient:				SSN:		
Address:						
Telephone:	Day:		Cell:		Evening:	
Relationship to Grantor:				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 Trust Agreement. Please ensure that the applicable percentages to the Recipients above total 100%.

SCHEDULE C
TO THE LUTHERAN SOCIAL SERVICE OF MINNESOTA
SUPPLEMENTAL 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
SUPPLEMENTAL NEEDS POOLED TRUST
ATTENTION: LSS TRUST ADMINISTRATOR
1605 Eustis Street, #310
St. Paul, MN 55108
651-310-9400
651-227-2797 Fax
lsspooledtrust@lssmn.org

ADDITIONAL DOCUMENTS TO PROVIDE LSS OF MINNESOTA

Proof of Beneficiary's Disability

Under current law, a beneficiary must meet the definition of being “disabled” in order to join the Supplemental Needs Pooled 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. Written documentation must be provided at the time of submitting the Joinder Agreement to LSS of Minnesota.

Proof of Grantor's Status to Establish Trust on Behalf of Beneficiary

ALL GRANTORS MUST PROVIDE A PHOTOCOPY OF THEIR DRIVER'S LICENSE OR OTHER PHOTO IDENTIFICATION

In addition to the Grantor's photo I.D., the list below illustrates the types of documents that must be submitted to establish the Grantor's relationship to the Beneficiary and/or the status to contribute to the Trust.

- | | |
|---|---|
| 1. Beneficiary as the Grantor. | Your photo I.D. will be enough. |
| 2. Parent(s) as Grantors. | Include a copy of your son or daughter's birth Certificate. |
| 3. Grandparent(s) as Grantors. | Include a copy of your son or daughter's birth certificate and a copy of your grandchild's birth certificate. |
| 4. Legal Guardian/Conservator as Grantor. | Include copies of your Letters of Guardianship/ Conservatorship. |
| 5. Court as Grantor. | 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 listed above 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.

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 Third-Party Funded Sub-Accounts
Lutheran Social Service of Minnesota Supplemental Needs Pooled Trust**

- My client has been advised of the tax consequences of Trust Sub-Account profit.
- I have advised my client that the Pooled Trust cannot disburse funds for basic needs (shelter or food to the extent it replaces, reduces or substitutes the Beneficiary’s government benefits) because it is a supplemental trust. The funds are budgeted for supplemental items which are appropriate to the Sub-Account Beneficiaries’ needs. The trust account can approve a disbursement for a pre-paid burial plan but cannot approve disbursements after the Beneficiary’s death for a funeral.
- I have advised my client that unspent amounts in a Sub-Account at the Beneficiary’s death are first used to pay a remainder share of 10% of the Pooled Trust Sub-Account to LSS to be used by LSS as provided in Section §6.02 of the LSS Supplemental Needs Pooled Trust Agreement.
- There are no Medicaid liens against these funds.
- There are no other liens or claims against the Trust 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.

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 SUPPLEMENTAL
NEEDS POOLED TRUST
GRANTOR’S WISHES FOR THE USE OF FUNDS**

I (Grantor) _____ wish for the funds in my Lutheran Social Service of Minnesota Supplemental 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 Supplemental 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		
Expenses associated with major life events		Estimated Amount	Time Frame : 0-6 Months ; 6-9 Months ; 12 Months or longer
	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

