



# Future Care Planning Services: First Party Pooled Trust

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## **ADDITIONS TO A TRUST ACCOUNT**

Additions to a Trust account may be made by the Sponsor or another person or entity provided the funds transferred are deemed funds of the Beneficiary.

## **IRREVOCABLE TRANSFER AND LIMITED POWER TO AMEND**

A Sponsor or other contributor to the Trust shall not be permitted to revoke a Sponsor Agreement or withdraw any funds contributed to the Trust under such Agreement.

## **FEES**

The Designated Beneficiary shall be responsible for all fees pursuant to the published fees of the Trust, which may be amended from time to time upon notice.

## **CONTRIBUTIONS AND DEPOSITS TO TRUST**

All contributions and deposits made to the Trust account for the Designated Beneficiary will be held and administered pursuant to the provisions of the Future Care Planning Pooled Community Supplemental Needs Trust Master Agreement, as amended, dated August 27, 2015, and as amended ("Master Agreement"). The provisions of the Master Agreement are incorporated by reference herein.

The Trustees shall have the sole and absolute right to accept or refuse additional deposits to the Sub-Trust accounts.

In the event that a Designated Beneficiary has a zero (\$0) or less, Sub-Trust account balance for sixty (60) or more consecutive days, the Trustees shall retain the right to close the Designated Beneficiary's sub-trust account. The Trustee may continue to charge administrative fees for the management of the Sub-Trust account prior to its closure. In the event that a Designated Beneficiary wishes to re-open a closed Sub-Trust account, the Designated Beneficiary shall be required to pay any outstanding administrative fees owed on the closed Sub-Trust account. Additionally, the Designated Beneficiary shall be required to pay a new enrollment fee when re-opening a Sub-Trust account.

## **PROCESS UPON DEATH OF THE DESIGNATED BENEFICIARY**

Sponsor agrees that upon the death of the Beneficiary, all remaining funds in the Beneficiary's Sub-Account, shall be retained by the Trust. To the extent that amounts remaining in the Designated Beneficiary's account upon the death of the Designated Beneficiary are not retained by the Trust, the Trust shall pay to the State(s) from such remaining amounts in the account an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s). To the extent that the trust does not retain the funds in the account, the State(s) must be listed as the first payee(s) of any such funds and the State(s) shall have priority over payment of other debts and administrative expenses except as listed in the Social Security Administrations Program Operations Manual System (POMS) (SI 01120.203B.3.a).

## Future Care Planning Services: First Party Pooled Trust

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The trust must provide payback for any State(s) that may have provided medical assistance under the State Medicaid plan(s) and not be limited to any particular State(s). Medicaid payback may also not be limited to any particular period of time, i.e., payback cannot be limited to the period after establishment of the trust.

Upon the death of the trust beneficiary, the following types of administrative expenses may be paid from the trust *prior* to reimbursement of medical assistance to the State(s):

- Taxes due from the trust to the State(s) or Federal government because of the death of the Designated Beneficiary;
- Reasonable fees for administration of the trust estate such as an accounting of the trust to a court, completion and filing of documents, or other required actions associated with termination and wrapping up of the trust. (POMS SI 01120.203B.3.a)

All funds remaining in the Designated Beneficiary's Sub Trust Account will be retained by the Future Care Community Pooled Trust to further the purposes of the Trust, in accordance with the Article 8 of the Future Care Community Pooled Trust.

*Funeral expenses for the Designated Beneficiary will only be paid pursuant to a Medicaid eligible irrevocable pre-need funeral agreement established prior to the Designated Beneficiary's death. **Funeral expenses will not be paid after the Designated Beneficiary's death.***

### **GOVERNING LAW**

This Trust instrument shall be interpreted and the administration of the Trust shall be governed by the laws of the State of New York. However, if applicable, federal law shall govern any matter related to the relationship between this Trust and the government benefits for which the Beneficiary may be eligible. The situs of this Trust for administrative and accounting purposes shall be in the County of Monroe, which is the location of the principal office of the Trustee.

### **INVALIDITY OF ANY PROVISION**

Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

### **TERMINOLOGY AND CONSTRUCTION**

Under this instrument, the masculine, feminine or neuter gender and the singular or plural of any term shall each include the others depending on the context. The headings of the sections of this Agreement are inserted for convenience only and shall not affect its construction.

**IN WITNESS WHEREOF**, the Trustee and Sponsor execute this instrument on the date below.

# Future Care Planning Services: First Party Pooled Trust

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**SPONSOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public (STATE OF NEW YORK)

**SPONSOR AGREEMENT TO  
FUTURE CARE - FIRST PARTY POOLED TRUST  
TRUSTEE:**

AL SIGL CENTER FOR REHABILITATION AGENCIES, INC.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public