

**DayOne Reliance, Inc.**

**SELF SETTLED POOLED PAYBACK TRUST  
JOINDER AGREEMENT**

**PURPOSE.** The Trust is formed for the benefit of the Grantor (hereinafter referred to as "Grantor" or "Beneficiary") to supplement and not to replace earnings and governmental benefits, if any, and not to pay for food, lodging, medical, dental and hospital expenses which can otherwise be claimed from other sources including governmental agencies, pursuant to the life care plan of the Beneficiary. The transfer in this Trust is made in order to ensure that the services provided to the Beneficiary will be of assistance and benefit to him/her in the development of his/her maximum potential and in helping him/her achieve a reasonable degree of normality and happiness in relation to his/her condition. This Trust is established pursuant to 42 U.S.C. 1396p, (d)(4)(c) amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993, 305 ILCS 5/5-2/1a (new) 89 Ill. Admin. Code Medicaid Qualifying Trust Chapter I Sec 120.347 (b) (1995) 760 ILCS 5/15.1 (new).

**ADOPTION OF POOLED TRUST.** On \_\_\_\_\_ (month/day), 20\_\_\_\_ (year), the undersigned hereby enrolls in and adopts the SELF SETTLED POOLED PAYBACK TRUST of DayOne Reliance, Inc., dated June 10, 2009 which is incorporated herein by reference.

**THE GRANTOR,** \_\_\_\_\_,  
(hereinafter referred to interchangeably as "Grantor" or "Beneficiary") with offices at or residing at \_\_\_\_\_,

hereby irrevocably assigns and transfers to the Trustees of the Self Settled Pooled Payback Trust (hereinafter referred to as The "Trustees") the property set forth in Schedule "B" attached hereto for deposit into the Self Settled Pooled Payback Trust (hereinafter referred to as The "Trust") for the account of \_\_\_\_\_, as Beneficiary and a legal resident of Illinois who is "disabled" as defined at Section 1614 of the Social Security Act codified at 42 U.S.C. 1382 (a)(3), otherwise eligible for services provided by the Illinois Department of Human Services.

**THE BENEFICIARY** Name \_\_\_\_\_  
Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Telephone (day) \_\_\_\_\_ (evening) \_\_\_\_\_  
Fax \_\_\_\_\_ Mobile Phone \_\_\_\_\_  
Place of Birth \_\_\_\_\_ Hospital \_\_\_\_\_  
City / State of Hospital \_\_\_\_\_  
Citizenship \_\_\_\_\_ Alien Registration No. if any \_\_\_\_\_  
Mother's Name \_\_\_\_\_  
Father's Name \_\_\_\_\_

**PRIMARY REPRESENTATIVE.** If the Beneficiary has a legal representative (e.g. legal guardian, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary), that person shall serve as the Primary Representative. If there is no legal representative, then the Grantor shall be the Primary Representative. The Primary Representative shall name a Successor Representative who shall act upon the death, incapacity, or inability of the Primary Representative. The Primary Representative or the Successor Primary Representative is the person with whom the Trustee is authorized to communicate with regarding the Beneficiary's interest. The Beneficiary agrees that the Trustee may rely upon the representations of the Primary or Successor Representative. The Beneficiary further agrees to hold the Trustee harmless for relying on said representations of the Primary or Successor Representative.

Please provide the name and contact information of the Grantor's Primary and Successor Representative

**Primary Representative:**

Relationship \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_  
SS No. \_\_\_\_\_ DOB \_\_\_\_\_  
Date of Appointment \_\_\_\_\_

**Successor Representative:**

Relationship \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_  
SS No. \_\_\_\_\_ DOB \_\_\_\_\_

In addition, the Beneficiary shall keep DayOne Reliance, Inc. informed of any change regarding the name and contact information of any representative listed above.

**FEES.** DayOne Reliance, Inc. is entitled to the fees set forth in accordance to the Fee Schedule under Schedule "A" attached hereto. Grantor agrees to pay the fees in accordance with Schedule "A".

**DISTRIBUTION AND DISBURSEMENT.** The Grantor recognizes that all distributions and disbursements are discretionary as directed by the Trustee or as required by court order. Distribution and disbursement of funds from the account of the Beneficiary shall commence on the date to be determined by the Trustees and continue for the life and sole benefit of the named Beneficiary.

The Trustees shall consider the following factors in the distribution and disbursement of Beneficiary's account:

- a) Supplemental needs not otherwise already provided for through governmental financial assistance and benefits or by the provider of services to the Beneficiary, which will contribute to the health, welfare, and safety of the Beneficiary. These needs may include but are not limited to the following: supportive social services, education, training, case management services, funeral arrangements, transportation, additional food, clothing, health services not provided, telephone or television services, radios, DVD players, television sets, camping, vacation, athletic contests, movies, trips, and other supplemental needs meeting this intent.
- b) Trustees shall not pay or reimburse any amounts to the Federal Government, State of Illinois, or to any other state, or to any subdivision, or to any government agency for any purpose including the care, support, maintenance and education of the Beneficiary.
- c) The distribution and disbursement shall take into consideration of the amount to which the Beneficiary may be entitled from any government agency, including, but not limited to, Social Security Administration benefits, Medicare (medical assistance) and Supplemental Security Income (SSI) benefits. The Beneficiary must take steps to apply for government benefits and must disclose to the Trustee the nature and extent of the government benefits to which the Beneficiary may be entitled. The Trustee has no obligation to apply for government benefits on behalf of the Beneficiary.
- d) Based on availability of the funds and needs of the Beneficiary, the Trustees may enter into agreements to provide for further services, through the Special Needs Trust.

**LIMITATION ON DISTRIBUTION.** No Distribution from the account shall be used to pay for the support of a Beneficiary as the term support is defined under Federal or State benefit programs, including but not limited to, Social Security, Medicaid, etc. In particular, no distributions shall be used to provide for food, shelter or items,

which are, considered support under Federal or State benefit programs. No distributions prior to or during the provision of services to a Beneficiary under the Trust or at its termination shall be made to a Beneficiary under the Trust.

**RESPONSIBILITY FOR FILING TAX RETURNS and TAX LIABILITY:** The Grantor hereby acknowledges that distributions of income under the Trust may be income taxable to the Grantor, as a Beneficiary under this Agreement. The Grantor as a Beneficiary, and Grantor's Primary and Successor Representative, if any, have been informed of and are charged with the duty of filing annual personal Federal and State tax returns of the Beneficiary and informing DayOne Reliance Inc., as Trustee, of any tax liability.

Upon the death of the Grantor, the Primary Representative or Successor Representative must provide DayOne Reliance, Inc. with copies of individual tax returns of the Grantor for the current year, plus copies of the individual tax returns for three years prior to the year of death.

In addition, the Grantor shall keep DayOne Reliance, Inc. informed of any change regarding the name and contact information of any tax preparer listed below.

**Current Tax Preparer Information:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Years of Preparation: \_\_\_\_\_

**Previous Tax Preparer Information:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Years of Preparation: \_\_\_\_\_

DayOne Reliance, Inc., as Trustee shall prepare federal fiduciary income tax returns affiliated with the portion of the Trust attributable to Grantor as a Beneficiary. DayOne Reliance IS NOT responsible for preparing and filing the

Grantor's individual tax returns. All costs and expenses for preparing the appropriate tax returns are set forth in the Fee Schedule under "Schedule "A" attached hereto. The Grantor shall indemnify DayOne Reliance, Inc., as Trustee, from any and all claims for income tax liabilities attributable to his or her portion of the Trust.

**PREPAID FUNERAL PLAN.** Is the Beneficiary Covered under a Prepaid Funeral or Burial Insurance?      ☐ Yes      ☐ No

If the Beneficiary is covered under a prepaid funeral or burial insurance plan, please provide the information requested below. If the Beneficiary is not covered under a prepaid funeral or burial insurance plan, DayOne Reliance Inc. strongly encourages the Primary Representative to purchase such a plan for the benefit of the Beneficiary. Upon the purchase of a prepaid funeral or burial insurance plan the Primary Representative shall provide the information requested below.

Beneficiary Covered under a Prepaid Funeral or Burial Insurance?   ☐ yes   ☐ no

**Insurer:**

Name of Insurer \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Policy No. \_\_\_\_\_

Contract or Certificate No. \_\_\_\_\_

**ACKNOWLEDGMENT AND INTENT OF GRANTOR.** Grantor acknowledges that he or she has been advised to have this agreement reviewed by his or her own attorney prior to its execution. Grantor further acknowledges and agrees that the Trustee may conclusively rely upon the Primary Representative or Beneficiary to identify and apply for programs that may be social, financial, developmental or other needed assistance to Beneficiary. As such, it is Grantor's intent to give the Trustee wide discretion in determining the discretionary distributions under the Self Settled Pooled Payback Trust. Therefore, the following criteria are not intended to limit the Trustee's discretion in determining the amount of financial benefit or assistance to be given under the life care plan. However, it is the Grantor's desire that the Trustee take into consideration of the following criteria in making their discretionary distributions:

- a) The age and physical condition of the Beneficiary.
- b) The nature and extent of governmental assistance or benefits.
- c) The life expectancy of the Beneficiary.

- d) The needs and ability for care, support, maintenance and education for the Beneficiary.

Grantor acknowledges that this transfer shall always be subject to the current terms and conditions of the trust agreement, and if a conflict exists between this transfer and the Self Settled Pooled Payback Trust, the terms and conditions of the Self Settled Pooled Payback Trust shall control.

Grantor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits.

Grantor further acknowledges that upon execution of this agreement by Grantor and Trustee, the funding of a sub-account for the Beneficiary is irrevocable. Grantor recognizes that he or she shall have no 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.

**TERMINATION.** This Trust shall terminate upon the death of the Beneficiary. Upon termination caused by death or for any other reason in the Trust, the distributed value of the Trust shall be as follows:

- a) The Trustee shall first pay any taxes to the State or Federal government due from the income generated by the portion of the Trust attributable to Grantor as a result of the death of the Beneficiary and reasonable fees for the administration of the Trust such as the accounting of the Trust, completion and filing of tax documents for the Beneficiary's portion of the Trust, and other required actions associated with the termination and wrapping up of the Trust.

- b) The Trustee will pay to each State from which the individual received Medicaid, to provide for reimbursement of expenditures made for medical assistance (to the extent that such medical assistance has not already been reimbursed from any other source) based on the State's proportionate share of the total amount of Medicaid benefits paid by all of the States on the Grantor's behalf in the amount up to the total of medical assistance provided.

- c) After payment to the State/s, the Trust will retain 15 % of the balance of assets remaining in Trust, if any, and shall distribute the same to the Charitable Fund of the Trust to provide for supplemental services to indigent individuals with disabilities.

- d) The balance, if any, shall then be distributed in such shares and to such

Remainder Beneficiaries, as designated below. If no such designation is effectively made, then the remainder shall be retained by the Trust and shall be distributed to the Charitable Fund of the Trust to provide for supplemental services to indigent individuals with disabilities.

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**Percentage of Balance to Designated Beneficiary Number 1**

Name of Designated Beneficiary \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Telephone (day) \_\_\_\_\_

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**Percentage of Balance to Designated Beneficiary Number 2**

Name of Designated Beneficiary \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Telephone (day) \_\_\_\_\_

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**Percentage of Balance to DayOne Reliance., Inc. to be Distributed to the Charitable Fund.**

The Grantor, during his/her lifetime, retains the exclusive right to change the designation of the individual(s) who shall receive the percentage distribution of the "value of the account" after following the above payback provision upon termination. This right to amend is personal to the Grantor. Upon the death of the Grantor, the designations made by the Grantor become irrevocable.

IN WITNESS WHEREOF, the undersigned Grantor has reviewed, understands it, and signed this Joinder Agreement, and agrees to be bound by its terms to be effective immediately on this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
GRANTOR

IN WITNESS WHEREOF, the Board of Trustees has accepted and signed this Joinder Agreement this day of \_\_\_\_\_, 20\_\_.

DayOne Self Settled Pooled Payback Trust

By: \_\_\_\_\_  
Authorized Agent of DayOne Reliance, Inc.

The State of Illinois        )  
  )  
County of \_\_\_\_\_  )

This instrument was acknowledged before me by \_\_\_\_\_  
as Grantor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_

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

<notary seal>

### **TRUSTEE FEE SCHEDULE A**

The Grantor agrees that DayOne Reliance, Inc. is entitled to the following fees:

- |  |   |
|--|---|
| 1. INITIAL ENROLLMENT FEE:                 | \$775.00  |
| Funded Trust                               |   |
| INITIAL ENROLLMENT FEE:                    | \$375.00  |
| Unfunded Trust                             |   |
| 2. BASE FEE - Funded Trust:                | \$850.00 CHARGED ANNUALLY   |
| BASE FEE - Unfunded Trust:                 | \$20.00 CHARGED ANNUALLY  |
| 3. ASSET VALUE FEE:                        | 1% OF THE MARKET VALUE OF<br>THE ACCOUNT CHARGED<br>QUARTERLY                 |
| 4. BANK CUSTODY &<br>MANAGEMENT FEE:       | 0.40% OF THE MARKET VALUE<br>ACCOUNT CHARGED<br>MONTHLY                       |
| 5. BANK CUSTODIAN BASE FEE:                | \$200 ANNUAL BASE ACCOUNT<br>FEE  |
| 6. FILING FEE FOR<br>FEDERAL FIDUCIARY TAX | \$85.00.00 DUE UPON FILING  |
| 7. TERMINATION FEE:                        | 15% OF THE MARKET VALUE<br>OF THE ACCOUNT<br>(With a minimum fee of \$300.00) |

The Initial Enrollment Fee will be charged upon signing of this agreement. The Annual Base Fee of the Unfunded Trust will be invoiced. The Annual Base Fee for the funded trust is charged annually on the anniversary date of the Trust (opening date of account). The Annual Asset Value Fees are charged quarterly. A Filing Fee for Federal Fiduciary Income Tax returns will be charged upon the filing of the final tax return for the Trust. All fees are paid out of the Trust, except for unfunded trusts, and are non-refundable.

If fees are not paid in advance by Grantor, the Trustee is authorized to charge such fees to the Beneficiary's sub-account. If the fees that are due are not paid within sixty (60) days after notice, or if the Grantor does not make arrangements

acceptable to the Trustee to pay such fees, the Trustee may terminate the Beneficiary's sub-account.

Fees are for administrative services of the account, investment management, securities processing and custody, record keeping and other fiduciary services customary and usual to administer the trust.

Expenses are charged to the account as they are incurred. Additional charges will be invoiced for extraordinary services provided including but not limited to tax preparation, attorneys', accountants' and other professional advisors' fees.

NOTE: All fees and charges may be amended from time to time and upon regular review by the Board of Trustees of DayOne Reliance, Inc. with written 90-day notice to trust participants.

7

| **SCHEDULE "B"**

**DESCRIPTION OF PROPERTY TO BE  
DEPOSITED IN THE DAYONE  
SELF SETTLED POOLED PAYBACK TRUST**

Description of Property shall be detailed enough to be identified and its ownership verified and the assets allocated. Include all pertinent data for each property and attachment herewith.