Community Fund Ohio
17900 Jefferson Park, Suite 102 • Middleburg Heights, OH 44130
Phone: 216.736.4540 • Fax: 216.867.9783
www.communityfundohio.org

ATTORNEY INSTRUCTIONS FOR COMPLETING POOLED MEDICAID PAYBACK TRUST JOINDER APPLICATIONS

Quick Checklist: Pooled Medicaid Payback Trust

- Completed original Joinder Agreement and Application for Admission to Establish Pooled Medicaid Payback Trust Sub-Account identifying The Huntington National Bank as Trustee (updated 10/2019);
- Mandatory Investment Questionnaire;
- W-9 for Beneficiary if Item 13 of the Joinder Application isn't signed and dated;
- 65 or Over Acknowledgement if Beneficiary is age 65 or older at time of Trust establishment;
- Attorney Acknowledgment;
- Two Forms of Proof of Identity/Address for Beneficiary;
- Check made payable to "**Community Fund fbo [Beneficiary's Name]**" for Community Fund Ohio's Setup Fee and trust funding or separate checks for the Setup Fee and trust funding; and
- Copy of Letters of Guardianship, court order, and/or power of attorney document if a guardian, court, or agent is establishing the Trust.

Acceptable Forms for Proof of Identity/Address

A Pooled Medicaid Payback Trust Joinder Application must be accompanied by two (2) forms of proof of identity or address for the Beneficiary. **The two forms must be identical to the information on the Joinder Application.** For example, a utility statement addressed to the Beneficiary at an address that is not listed on the Joinder Application will not be accepted as one proof of identity or address. Community Fund Ohio **strongly** recommends submitting a copy of the Social Security card or other government-issued documentation that includes the Social Security number to avoid errors. A copy of the following will be accepted as proof of identity/address:

Driver License	Billing Statement from Nursing Home
Passport	NH Intake Form (including SSN and DOB)
State ID	Utility Bill
Birth Certificate	Medicaid Card
Social Security Card (PREFERRED)	Social Security Award Letter
Letters of Guardianship	Statement from Residential Provider

Community Fund Ohio and our Trustee will also accept a signed statement from the attorney of record confirming the attorney knows the Beneficiary and the Beneficiary is a U.S. Citizen, an

Ohio Resident, and resides at the address identified on the Joinder Application as one proof of identity/address for the Beneficiary.

Instructions for Completing Joinder Application

All applicable sections of the Joinder Application must be completed before the Trust Advisor and Trustee will review and accept the Joinder Application. Incomplete Joinder Applications or Joinder Applications with errors will not be accepted.

1. Agreement Number – Item 1

Please leave this line, and the lines at the top of each subsequent page, blank. Community Fund Ohio, as Trust Advisor, will assign a unique Agreement Number upon our approval of the Joinder Application.

2. Trustee – Item 2

Please confirm you are using current forms. The Joinder Application should refer to The Huntington National Bank as Trustee and be dated 10/2019. Community Fund Ohio will not accept Joinder Applications submitted on outdated forms. Please contact one of our Trust Development Coordinators at (216) 736-4540 or joinderanddeposit@communityfundohio.org if you have questions regarding forms.

3. Trust Advisor – Item 3

Community Fund Ohio (Community Fund) is the Trust Advisor. No action is needed.

4.a. Person Establishing Trust Sub-Account – Item 4.a.

The person establishing the Sub-Account must be an Ohio resident with a disability, or his/her parent, grandparent, guardian, or court. Community Fund Ohio will also accept a Joinder Application signed by the Beneficiary's agent under a valid power of attorney if the power of attorney document grants the agent the express authority to establish (not just fund) a trust. If an agent is establishing the Sub-Account, Item 4.a. should be completed using the Beneficiary/Principal's information. All initials and signatures should be made by the agent on behalf of the Beneficiary and should clearly indicate the person is signing as an agent.

Community Fund Ohio will accept a Joinder Application signed by a guardian of person, but it is the responsibility of the person establishing the trust and his/her counsel to ensure both establishment and funding is properly handled and consistent with the policies and rules issued by the governing agencies and probate court, if applicable. The Social Security Administration and, more recently, the Ohio Department of Medicaid requires that the person who funds the trust have legal authority to act with regard to the assets of the individual. *See* POMS 01120.203B.2.f.

4.b. Court Supervision – Item 4.b.

If a guardian or court is establishing the Sub-Account, Option 1 or Option 2 must be selected. If Option 2 is checked, Community Fund Ohio requires more information to understand if the Trustee is required to file a trust accounting or if the Court requires the Trustee to seek prior approval before making distributions, paying trustee fees, or paying attorney fees. In a minority of cases, the court may retain supervision over the Sub-Account in the guardianship case number and requires the guardian to file accountings and/or seek prior approval of distributions from the Trust.

5.a. Beneficiary Information – Item 5.a.

The Beneficiary is the person with a disability for whom the Sub-Account is being established; in other words, the individual with a disability who benefits from the Trust. The person establishing the Sub-Account and the Beneficiary may be the same person if the Beneficiary is a competent adult or the Beneficiary granted authority to an agent under a financial power of attorney.

5.b. Disability Information – Item 5.b.

Please indicate the Beneficiary's disability. Community Fund Ohio does not decide if a Beneficiary is disabled and does not independently verify that the disability information provided to Community Fund Ohio is accurate. It is the responsibility of the person establishing the trust, usually with advice of counsel, to follow federal and state law regarding what constitutes a disability and to respond to any inquiries regarding the Beneficiary's disability. *See* 42 U.S.C. 1382c.

5.c. Medicaid Information – Item 5.c.

At the death of the Beneficiary, Community Fund Ohio notifies every state Medicaid agency who has provided Medicaid-covered services and is known to Community Fund Ohio for the purpose of identifying any potential Medicaid claims. It is therefore necessary for Community Fund Ohio to be informed of all states that may have provided Medicaid-covered services to the Beneficiary.

6. Designated Advocate – Item 6

The Designated Advocate and Successor Designated Advocate(s) may be a relative, friend, organization, or the Beneficiary if he/she is competent. Community Fund Ohio strongly recommends that several successor Designated Advocates be named to avoid a situation where there is no person or entity serving. If the Designated Advocate is an organization, Community Fund Ohio requires that a contact person be identified. The organization's leadership has the ability to change the contact person. If an individual is named and that individual is employed by an organization providing services to the Beneficiary, the individual will remain as Designated Advocate even if the individual leaves the organization. Please give careful thought as to whether a Designated Advocate is being named in an individual capacity or as a contact person at an organization.

7. Fees – Item 7

Please visit our website to view our fee schedule.

8. Distributions to the Beneficiary – Item 8

Community Fund Ohio as Trust Advisor shall direct the Trustee to distribute income and/or principal to benefit the Beneficiary.

9. Distributions Upon Death of Beneficiary – Item 9

Pursuant to federal and state law, the person establishing the Trust may elect one of two options for the distribution of trust assets remaining at the death of the Beneficiary. The first option is to allow Community Fund Ohio or one of our nonprofit partners to retain all funds at the death of the Beneficiary. The retained funds will be used to further Community Fund Ohio's charitable and educational purposes. Community Fund Ohio also maintains partnerships with specific nonprofits and a separate Joinder Application is available to name one of our partners as the remainder distributee. Please visit our forms page or call our Administrative Office for more information. We ask that you please discuss with your client the benefits of choosing Option 1.

The second option is to allow all states who have provided medical assistance to be repaid from the trust assets remaining at the Beneficiary's death. The person establishing the trust may identify individuals or charities, which Community Fund Ohio calls "remainder distributees," to receive any balance remaining after repayment to the state(s). Community Fund Ohio will not allow class gifts or gifts to people or entities that are not in existence at the time the Joinder Application is signed. For example, Community Fund Ohio will not accept a Joinder Application that distributes the remainder "to my children, per stirpes" or "to my heirs at law." Community Fund Ohio will not accept a designation "to the Beneficiary's children" when the Beneficiary does not currently have children.

The person establishing the trust and his/her attorney should give careful consideration as to whether the person establishing the Trust has legal authority to name remainder distributees other than the Beneficiary's estate. If a guardian is establishing the trust, the guardian may only name the ward's estate as a remainder distributee under Option 2, unless a court order granting the guardian the authority to name specific remainder distributees other than the estate is attached to the Joinder Application.

10. Irrevocability of Trust – Item 10

All Pooled Medicaid Payback Trusts are irrevocable.

11. Property Transferred to Trustee – Item 11

Community Fund Ohio accepts check deposits. Please refer to our website or speak with our Trust Development Coordinators if you have questions on the type of assets that can be deposited in a Community Fund Management Foundation Pooled Medicaid Payback Trust.

12. Application of Person Establishing Trust – Item 12

All Joinder Applications must be accompanied by two forms of identity/address as stated on page 1 of these instructions. All trusts are invested. As such, there is the possibility of gains and the risk of loss. The Investment Policy may be requested from the Community Fund Ohio's Administrative Office. Community Fund Ohio makes every effort to be aware of rules and policies governing special needs trusts and government benefits. Community Fund Ohio and the Trustee do not, however, guarantee the receipt or continuation of benefits.

13. Certification of Person Establishing Trust Sub-Account – Item 13

This section must be signed and dated by the person establishing the trust **or** a completed W-9 must be submitted with the Joinder Application.

14. Witness or Notary Declaration – Item 14

Each Joinder Application must be either witnessed by two disinterested witnesses or notarized. The date written on Item 14 must be consistent with the date written on Item 12.

15.a. Attorney's Declaration – Item 15.a.

This section must be completed and signed by the attorney of record for the person establishing the trust. Community Fund Ohio will send confirmation when the Sub-Account has been accepted to the attorney identified in Item 15. Community Fund Ohio does not accept altered Joinder Applications and no attorney should make changes to Community Fund Ohio's forms.

By signing this section, the licensed attorney is verifying the Beneficiary is a person with a disability as defined in 42 USC 1382c(a)(3) and that a Community Fund Management Foundation Pooled Trust is appropriate for the Beneficiary. The attorney is also verifying that the person establishing the Trust has the authority to do so and the correct Joinder Application was completed.

The attorney of record should discuss with his or her client who will be responsible for notifying government agencies of the existence of the trust. Community Fund Ohio does not notify any agency that the trust has been established. Community Fund Ohio strongly suggests that any notice be in writing via tracked mail. Community Fund Ohio also recommends that a copy of the notice and proof of delivery be provided to Community Fund Ohio for retention in our files should any agency request proof of disclosure in the future. The proof of prior disclosure is often a key piece of evidence should an agency question the establishment or funding of a trust.

15.b. Optional Authorization – Item 15.b.

Once Community Fund Ohio notifies the attorney identified in Section 15.a. that the Joinder Application has been accepted, Community Fund Ohio will not continue to disclose information to the attorney. If the ***Designated Advocate*** wishes to authorize the attorney to request information from Community Fund Ohio, the Designated Advocate may sign and date Section 15.b. or submit a separate authorization to Community Fund Ohio. The Trustee will not send duplicate statements to an attorney unless the attorney is also serving as the Designated Advocate, but Community Fund Ohio will disclose information to the attorney when requested without repeatedly asking the Designated Advocate for authority to do so if Section 15.b. is signed and dated or a separate authorization is submitted to Community Fund Ohio.

16. Trust Advisor's Approval – Item 16

This section will be completed by Community Fund Ohio upon successful acceptance of the Joinder Application.

17. Trustee's Approval – Item 17

This section will be completed by the Trustee upon successful acceptance of the Joinder Application. The Trustee will also assign an EIN to the Sub-Account.

18. Asset Transfer and Beneficiary Designation Record – Item 1

Please identify how the Sub-Account will be funded. If the trust is being funded with periodic payments, please provide a copy of the contract or policy. Community Fund Ohio does not act as a Qualified Income Trust and will not accept a Joinder Application if the only deposits to the sub-account are monthly (e.g., periodic payments) and are expected to be spent each month, resulting in a zero balance at the end of each month.

19. Asset Transfer and Beneficiary Designation Record – Item 2

This section requires confirmation that the funds received by the trust were owned by the Beneficiary.

20. Asset Transfer and Beneficiary Designation Record – Item 3

This section records the check number(s) and amount(s) for the initial deposit.

21. Asset Transfer and Beneficiary Designation Record – Item 4

Please identify if a second check for the Community Fund Ohio setup fee has been submitted. If "no" is checked, Community Fund Ohio will deduct its Setup Fee from the initial deposit.

22. Asset Transfer and Beneficiary Designation Record – Item 5

Any pooled Medicaid payback trust that is established with less than $5,000 is a “roll-in” pooled Medicaid payback trust and distributions will not be made until the trust balance reaches $5,000. This section must be initialed by the person establishing the trust if the initial deposit is less than $5,000. This section should not be initialed if the initial deposit is $5,000 or more.

Common Questions

Community Fund Ohio does not provide legal advice, but our experience allows us to suggest answers to the following questions:

Q: Who should serve as Designated Advocate?

A: This answer is specific to the Beneficiary and his/her situation. The Designated Advocate has a significant role as he/she: completes and submits distribution requests and the beneficiary resource record; receives quarterly trust statements as well as tax documents; is the only person who can request specific information regarding the Sub-Account from Community Fund Ohio; and acts as the beneficiary surrogate. The Designated Advocate is also often called upon to help Community Fund Ohio wrap up the Trust at the Beneficiary’s death by providing a death certificate or other information.

Ideally, the Designated Advocate should be someone who knows the Beneficiary and is familiar with his/her disability and the benefits received. The Designated Advocate should be trustworthy and able to follow-through with the responsibilities of being a Designated Advocate. It is not necessary for the Designated Advocate to be an Ohio resident so long as he/she can fulfill the duties of a Designated Advocate.

Q: Will Community Fund Ohio waive the requirement for an attorney to sign the Joinder Application?

A: No.

Q: It is getting close to the end of the month and I haven’t sent the Joinder Application to Community Fund Ohio. When can I send it to Community Fund Ohio and still have it accepted for the same month?

A: Please contact Community Fund Ohio if you have a time-sensitive Joinder Application so we can be prepared to receive it. Generally speaking, an original Joinder Application received by Community Fund Ohio on or before 9:00 a.m. on the last business day of the month will be accepted for that month. Community Fund Ohio posts its hours of operation and holiday calendar on its website. Community Fund Ohio strongly recommends that the funding check be submitted via guaranteed check, such as a bank check or money order, to ensure the funds are withdrawn from the Beneficiary’s account before the end of the month.

Q: I am an attorney and I am unsure if the Joinder Application will be accepted. Will you review the packet in advance?

A: Yes. Please fax or mail a copy of the entire packet to Community Fund Ohio's Administrative Office and we will gladly review it in advance and provide you with written feedback within two (2) business days. We advise against emailing the packet to Community Fund Ohio unless it is redacted or submitted by secure email due to the confidential nature of the documents.

Q: Will Community Fund Ohio accept a Joinder Application by email or fax?

A: No. Community Fund Ohio only accepts **original** Joinder Applications sent to Community Fund Ohio's Administrative Office.

Q: May I submit a Distribution Request with the Joinder Application or do I need to tell the Designated Advocate to wait?

A: Community Fund Ohio is happy to process a distribution request as soon as the Sub-Account is established and the Trust is distributable. It is not necessary to wait until you have confirmation the Sub-Account was accepted to submit a Distribution Request form. Please remember, however, to also include the Beneficiary Resource Record (BRR) with any Distribution Request form submitted as Community Fund Ohio requires a current BRR be on file before a Distribution Request will be considered.

Q: Will you attend a meeting with my client and me to discuss the trusts offered by Community Fund Ohio?

A: Absolutely. Please contact the Community Fund Ohio office closest to you or contact our Administrative Office and our Executive Director or one of our Associate Directors will schedule an appointment to meet with you and your client by phone or in-person at the location of your choosing.

Q: Does Community Fund Ohio notify government agencies of the establishment of the trust?

A: No. Community Fund Ohio will, however, provide information at the Designated Advocate's request for redeterminations or agency inquiries. Community Fund Ohio will also respond to any subpoenas or less formal requests directly from government agencies.

Q: I am the attorney identified in Item 15, but Community Fund Ohio will not release information to me.

A: Once the pooled Medicaid payback trust is established, Community Fund Ohio will only provide information to the Designated Advocate unless Section 15.b. or a separate authorization is signed by the Designated Advocate.

Q: Should I send correspondence directly to the Trustee or to the Associate Director closest to me?

A: No. All communication should be directed to Community Fund Ohio's Administrative Office located at 17900 Jefferson Park, Suite 102, Middleburg Heights, OH 44130. Even though our Trustee is recognizable in Ohio, the bank branches cannot provide statements, accept deposits, make distributions, or offer assistance regarding Trusts. It may be helpful to view the pooled trust relationship like this: the Sub-Accounts are Community Fund Ohio's clients, and Community Fund Ohio is the Trustee's client, but the Sub-Accounts are not the Trustee's clients. We ask that all correspondence and questions be directed to Community Fund Ohio.

Q: My client has been notified that the Trust is a countable resource. What should he/she do?

A: The first item is to identify due dates and submit the necessary documents to preserve the appeal if the deadline is quickly approaching. You or your client should also fax **every page** of the notice to Community Fund Ohio and contact Community Fund Ohio's Executive Director to discuss how to proceed. Community Fund Ohio may offer to direct the case to our outside counsel at no charge to your client if the Trust is the reason for the denial or termination of benefits, and not due to another reason (failure to comply, fraud, countable resources outside of trust, etc.). If you elect to represent your client, we ask that you notify Community Fund Ohio of the issue. Community Fund Ohio's Pooled Medicaid Payback Trust has been added to the Social Security Administration's trust precedence file. We want to help ensure that positive local precedents are set as well.

Common Errors to Avoid

These are some of the errors that we see most commonly on Joinder Applications. These errors prevent Community Fund Ohio from approving the Joinder Application and continuing the setup process.

1. One or more sections are incomplete.
2. Sections contradict each other (e.g., the same person is the Designated Advocate and Remainder Distributee, but the addresses do not match).
3. All of the boxes are not checked.
4. Typos in the Social Security Number and/or relying on family or the beneficiary to provide the beneficiary's correct Social Security Number (and they are wrong). We strongly recommend including a copy of the Social Security card with the Joinder Application.
5. Typos in the date of birth and/or relying on family or the beneficiary to provide the beneficiary's correct date of birth (and they are wrong).
6. Submitting a Joinder Application signed by a guardian of person when a guardian of estate is needed.

7. The person establishing the trust is doing so as guardian, but their signature doesn't make that clear.

8. The person establishing the trust is a guardian, but the notary clause doesn't make that clear.

9. Submitting a Joinder Application signed by guardian but forgetting to include the letters of guardianship.

10. The person establishing the trust is doing so as a financial agent, but their signature doesn't make that clear.

11. The person establishing the trust is an agent under a power-of-attorney, but the notary clause doesn't make that clear.

12. Submitting a Joinder Application signed by an agent under a power of attorney but forgetting to include the power of attorney document or submitting a power of attorney document that doesn't grant the requisite authority.

13. Failing to include a trust agreement and/or EIN when a trust is named as the remainder distributee under Item 9.

14. Naming a reminder distributee that is not the beneficary's estate even though a guardian is establishing the sub-account and there is no court order granting authority to name another distributee.

15. The notary seal is missing.

16. Identity documents are not enclosed.

17. Identity documents are enclosed but are not legible.

18. Identity documents are enclosed but do not match the information provided on the Joinder Application.

19. Missing pages from the Joinder Application, power of attorney, etc.

20. Failing to include the 65 and over acknowledgment if the beneficiary is age 65 or over.

21. Failing to include the Investment Questionnaire that is mandatory starting September 1, 2020.

22. Forgetting to check your email or voicemail for time-sensitive messages from our staff seeking clarification in order to approve a Joinder Application. Community Fund Ohio staff sends confirmation emails to the attorney identified in Section 15.a. when a Joinder Application has been accepted. If you are the attorney of record and have not received an email confirmation within 3 business days of our receipt of the Joinder Application (or sooner if at the end of the month), please contact our Trust Development Coordinators.

COMMUNITY FUND MANAGEMENT FOUNDATION
POOLED MEDICAID PAYBACK TRUST

Joinder Agreement and Application for
Admission to Establish Pooled Medicaid Payback Trust Sub-Account

To be administered in accordance with the terms and conditions of the Community Fund Management Foundation Pooled Medicaid Payback Trust Agreement, 42 USC 1396p(d)(4)(C), RC 5163.21(F)(3)(a), 42 USC 1382b(e), and the Collective Investment Fund, Section 9.18(c)(4), as any may be amended from time to time. In the event there is a conflict between the Pooled Medicaid Payback Trust Agreement and Joinder Agreement, the terms of the Pooled Medicaid Payback Trust Agreement shall govern. The Pooled Medicaid Payback Trust Agreement and/or the Joinder Agreement may be amended and/or restated, and any such amendment or restatement shall be retroactively applicable to all Joinder Agreements. This Joinder Agreement is entered into pursuant to, and is exempt under, 42 USC 1396p(d)(4)(C), RC 5163.21(F)(3)(a), and Ohio Adm. Code 5160:1-3-05.2. The assets deposited and held in this Trust Sub-Account shall not be deemed to be available to the Beneficiary.

1. **Agreement Number:** _____ (Assigned by Trust Advisor upon approval)
2. **Trustee:** The Huntington National Bank
3. **Trust Advisor:** Community Fund Management Foundation, an Ohio Non-Profit Corp.

4.a. Person Establishing Trust Sub-Account (check only **one** of the five options)

☐ Parent (skip Section 4.b.)

☐ Grandparent (skip Section 4.b.)

☐ Guardian (attach a copy of the Letters of Guardianship and complete Section 4.b.)

☐ Court (attach a copy of the court order and complete Section 4.b.)

☐ Beneficiary (skip Section 4.b.)
If the Joinder Agreement is signed by the Beneficiary's agent pursuant to a financial power of attorney, please complete Section 4.a. using the Beneficiary/principal's information and attach a copy of the power of attorney. All initials and signatures on this Joinder Agreement must clearly designate that the signer is signing as agent, POA, attorney-in-fact, or words of similar effect.

Name of Person/Entity Establishing Trust Sub-Account: _____

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

4.b. Court Supervision

If a guardian or court is establishing the Trust Sub-Account as identified in Section 4.a., please complete this section. If a parent, grandparent, or the Beneficiary is establishing the Trust Sub-Account, please skip to Section 5.

Please check only **one** of the two options:

☐ **Option 1:** The Court does not require ongoing court monitoring of this trust; **or**

☐ **Option 2:** The Court is retaining supervision of this trust in the following county and case number:

_____

If Option 2 is checked and the Court is retaining supervision, please check **all** that apply:

☐ The Court requires the **trustee** to file a **trust** accounting.

☐ The Court requires the **trustee** to seek prior approval of all trust distributions.

☐ The Court requires the **trustee** to seek prior approval of trustee fees.

☐ The Court requires the **trustee** to seek prior approval of attorney fees.

☐ The Court requires the **guardian** to seek prior approval of trust distributions and/or file an account that includes the trust, but the trustee is not responsible for doing so.

5. Beneficiary Information

5.a. Beneficiary's Name: _____

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other: _____

Name and Address of Current Nursing Home, Long-Term Care Facility, or Assisted Living Facility if different than home address: _____

_____

Home Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Date of Birth: _____ SSN: _____

5.b. Beneficiary's Disability: (check **all** that apply)

☐ Intellectual Disability ☐ Developmental Disability

☐ Mental Health ☐ Other: _____

5.c. The Beneficiary has received Medicaid in the following state(s): (check only **one** of the three options)

☐ The Beneficiary has not yet applied for Medicaid, but we expect Ohio to be the only state

☐ Ohio only

☐ Ohio and the following states: _____

© 2019 Community Fund Management Foundation (Rev. 10/2019)

6. Designated Advocate

6.a. The Designated Advocate (DA) is responsible for providing information about the Beneficiary and the government benefits received by the Beneficiary to the Trust Advisor. The DA is the only party who may submit a distribution request and supporting documentation. The DA shall also serve as the Beneficiary Surrogate as defined in RC 5801.01(D) for purposes of receiving notices as required by RC 5808.13. The Person Establishing Trust Sub-Account may change the DA, subject to approval of the Trust Advisor and pursuant to the Trust Advisor's policies. A DA may be an individual or an organization.

Primary Designated Advocate (check either Organization DA or Individual DA):

☐ Organization DA Name: _____

The name of the contact at the Organization DA is: _____

If an organization is nominated, a contact person must be identified. The organization will continue as DA even if the contact person is no longer with the organization. The organization's leadership may change the contact person pursuant to the Trust Advisor's policies.

☐ Individual DA Name: _____

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

6.b. If the DA is unable to serve, the Person Establishing Trust Sub-Account appoints the following individuals in the order named to serve as Successor DA. *The Trust Advisor strongly recommends naming at least one Successor DA.* If none of the appointees can serve, the last-acting DA may designate a successor pursuant to the Trust Advisor's policies. If no successor is designated, the Trust Advisor may consult with the person who established the Trust Sub-Account, the Beneficiary if a competent adult, the guardian of the Beneficiary, if any, the Beneficiary's service provider, and/or any interested family member of the Beneficiary to appoint a Successor DA.

First Successor Designated Advocate (check either Organization DA or Individual DA):

☐ Organization DA Name: _____

The name of the contact at the Organization DA is: _____

☐ Individual DA Name: _____

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

© 2019 Community Fund Management Foundation (Rev. 10/2019)

Second Successor Designated Advocate (check either Organization DA or Individual DA):

☐ Organization DA Name: _____

The name of the contact at the Organization DA is: _____

☐ Individual DA Name: _____

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

Third Successor Designated Advocate (check either Organization DA or Individual DA):

☐ Organization DA Name: _____

The name of the contact at the Organization DA is: _____

☐ Individual DA Name: _____

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other: _____

Address: _____

City, State ZIP: _____

County: _____ Email: _____

Phone Number(s): _____

Relationship to the Beneficiary: _____

Please attach additional pages if needed to appoint additional successor Designated Advocates.

7. Fees

Fees are based on a published fee schedule. It is available on the Trust Advisor's website. The Trustee and Trust Advisor reserve the right to modify the fee schedule.

8. Distributions for the Beneficiary

Income and principal shall be distributed by the Trustee in cash or in kind at the direction of the Trust Advisor for the benefit of the Beneficiary during his or her life or until the termination of the Trust Sub-Account for his or her benefit, whichever occurs sooner.

© 2019 Community Fund Management Foundation (Rev. 10/2019)

9. Distributions Upon the Death of the Beneficiary

Upon the death of the Beneficiary, distributions shall be made pursuant to the following elections (check only **one** of the two options. If Option 2 is selected, please complete that section in its entirety.):

☐ **Option 1:** Allow the Trust to retain all funds remaining in the Trust Sub-Account under the terms of the Trust Agreement. If this option is selected, the Trust Advisor will use the retained assets to fund its grant program, further its charitable and educational purposes, and as determined by its Board of Directors.

☐ **Option 2:** Pay the claim made by state(s) for reimbursement of medical assistance expenditures made on behalf of the Beneficiary. If this option is selected, 42 USC 1396p(d)(4)(C) and the Social Security Administration regulations require that, to the extent that funds are not retained by the Trust, the Trustee must pay to the state(s) from such remaining amounts in the Trust Sub-Account an amount equal to the total amount of medical assistance paid on behalf of the Beneficiary under any state Medicaid plan. The Trustee must make an appropriate, proportionate payment from the Trust Sub-Account in payment of any claim for reimbursement from a state that has paid for medical assistance on behalf of the Beneficiary under a state plan pursuant to 42 USC 1396, *et seq*.

If monies remain in the Trust Sub-Account after payment in full of the claim made by state(s), the remaining monies shall be distributed as follows (*please complete this Section accurately as incorrect information could result in delays and added expense after the Beneficiary's passing*):

Percentage	Full Name of Remainder Distributee* (include EIN if a trust or charity)	Relationship to Beneficiary	Current Address
%			
%			
%			
%			
%			
%	Retention by Trust/CFMF**	Nonprofit Tr Advisor	17900 Jefferson Park Suite 102 Middleburg Hts., OH 44130
100%	TOTAL		

* If a guardian is establishing the Trust Sub-Account, the ward's estate must be named as the sole remainder distributee after repayment to the state(s) unless the guardian attaches a court order authorizing the guardian to designate a different distributee. Also, a class gift (e.g., "to my children") or language that does not identify the remainder distributees with specificity will not be accepted. If a trust is named as the remainder distributee, please submit the current trust agreement or memorandum of trust with the Joinder Agreement.

** Please consider allowing the Trust to retain funds upon the death of the Beneficiary. CFMF is a nonprofit that utilizes these funds to approve grants for individuals with disabilities and nonprofits that serve individuals with disabilities. CFMF may also use the funds to further its charitable and educational purposes and as determined by its Board of Directors. If all of the remainder distributees listed above do not survive the beneficiary or are not in existence, the balance in the Sub-Account shall be retained by the Trust.

© 2019 Community Fund Management Foundation (Rev. 10/2019)

10. Irrevocability of the Trust

This Joinder Agreement shall be irrevocable.

11. Property Transferred to the Trustee

The initial deposit(s) shall be listed on the attached Asset Transfer and Beneficiary Designation Record for the convenience of the Trustee and Trust Advisor.

12. Application of Person Establishing Trust Sub-Account

The undersigned, who is eighteen years of age or older, hereby applies for admission to establish a Trust Sub-Account in the Community Fund Management Foundation Pooled Medicaid Payback Trust with The Huntington National Bank as Trustee and Community Fund Management Foundation as Trust Advisor. The undersigned understands the terms of the Pooled Medicaid Payback Trust Agreement and this Joinder Agreement, adopts said Agreements, and agrees to be bound by the terms thereof.

The undersigned understands that this Trust Sub-Account will be pooled for investment purposes and that investment products, including shares of mutual funds, are not deposits or obligations of, or guaranteed by, the Trustee, Trust Advisor, or any of its affiliates, nor are the accounts insured by FDIC or any other government agency. The undersigned understands that this Trust Sub-Account involves investment risk, including the possible loss of principal. The Trustee's investment policy shall be available upon request.

The undersigned agrees to provide information necessary to establish this Trust Sub-Account that will allow the Trustee and Trust Advisor to meet their respective requirements under federal and state law, as well as the internal policies of each organization.

The undersigned also understands that the terms of the Trust are intended to comply with all applicable laws and regulations currently in existence, but agency interpretations and laws may change at any time without notice. Neither the Trustee nor the Trust Advisor can guarantee the Beneficiary will receive or continue to receive government benefits.

Date	Signature of Person Establishing Trust Sub-Account

13. Certification of Person Establishing Trust Sub-Account

This Section must be signed **or** a Department of the Treasury Internal Revenue Service Form W-9 completed on behalf of the Beneficiary must be submitted with this Joinder Agreement. Under penalties of perjury, the Person Establishing Trust Sub-Account certifies that:

1. The Social Security Number identified in Section 5.a. of this Joinder Agreement is the Beneficiary's correct taxpayer identification number; and
2. The Beneficiary is not subject to backup withholding because: (a) the Beneficiary is exempt from backup withholding, or (b) the Beneficiary has not been notified by the Internal Revenue Service (IRS) that he/she is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Beneficiary that he/she is no longer subject to backup withholding; and
3. The Beneficiary is a U.S. citizen or other U.S. person (defined in Form W-9); and
4. FATCA reporting does not apply to the Beneficiary (described in Form W-9).

You must cross out item 2 above if the Beneficiary has been notified by the IRS that the Beneficiary is currently subject to backup withholding because he/she failed to report all interest and dividends on his/her tax return.

Date	Signature of Person Establishing Trust Sub-Account

© 2019 Community Fund Management Foundation (Rev. 10/2019)

14. Witness or Notary Declaration

This Joinder Agreement and Application for Admission to Establish Trust Sub-Account must be signed by two disinterested witnesses who are present when the Joinder Agreement is signed, or it must be acknowledged by a Notary Public.

On the date indicated below, _____, the Person Establishing Trust Sub-Account, declared to the undersigned that he/she was applying for admission to establish a Trust Sub-Account in the Community Fund Management Foundation Pooled Medicaid Payback Trust. He/she signed this Joinder Agreement and Application for Admission to Establish Pooled Medicaid Payback Trust Sub-Account in our presence with all of us being present at the same time. We now, at his/her request, and in his/her presence and in the presence of each other, subscribe our names as witnesses. We are both eighteen years of age or older. We believe the Person Establishing Trust Sub-Account understands the provisions of the Trust and this Joinder Agreement and is not acting under duress, menace, fraud, misrepresentation, or undue influence.

Date	Signature of Witness #1
	Printed Name of Witness #1
Date	Signature of Witness #2
	Printed Name of Witness #2

OR

Notary Acknowledgment

State of Ohio
County of _____ ss.

Before me, the undersigned Notary Public, personally appeared _____, the Person Establishing Trust Sub-Account, known to me or satisfactorily proven to be the person whose name is subscribed to the above Joinder Agreement and Application for Admission to Establish Trust Sub-Account, and who has acknowledged that he/she executed the same for the purposes expressed therein. I attest that the Person Establishing Trust Sub-Account appears to be of sound mind and not under or subject to duress, fraud, or undue influence.

Date	Notary Public

© 2019 Community Fund Management Foundation (Rev. 10/2019)

15. Attorney's Declaration

15.a. Neither the Trustee nor the Trust Advisor is authorized to practice law and cannot provide any legal advice. This Joinder Agreement and Application for Admission to Establish Trust Sub-Account must be entered into with the advice of legal counsel. The attorney identified below confirms that he/she is a licensed attorney and represents the Person Establishing Trust Sub-Account with respect to his/her application to the Community Fund Management Foundation Pooled Medicaid Payback Trust. The attorney acknowledges that he/she has informed the Person Establishing Trust Sub-Account that this Trust Sub-Account may only be created for a beneficiary who is a person with a disability as defined in 42 USC 1382c(a)(3). By signing below, the attorney further confirms that he/she has not altered or amended this document in any way.

Date	Attorney's Signature
Phone	Attorney's Printed Name
Fax	Law Firm
Email	Address
	City, State Zip
	County

15.b. Optional Authorization: The Trustee and Trust Advisor will not release information to the above-referenced attorney once the Sub-Account is established unless this Section is signed and dated. If the Designated Advocate identified in Section 6.a. signs and dates this optional Section 15.b., the Trust Advisor will release information when requested to the attorney identified above. The Designated Advocate may revoke this Authorization at any time by notifying the Trust Advisor in writing. In the alternative, the Designated Advocate may sign a separate authorization form provided by the Trust Advisor or may choose not to grant such authority to the attorney.

Date	Signature of Primary Designated Advocate
	Printed Name of Primary Designated Advocate

16. Trust Advisor's Approval

	Community Fund Management Foundation
Date	
	By: _____

© 2019 Community Fund Management Foundation (Rev. 10/2019)

17. Trustee's Approval

The Huntington National Bank, Trustee

Date

By: _____

_____

Trust Sub-Account EIN Assigned by the Trustee
(For Trustee Use Only)

[The remainder of this page is intentionally left blank.]

© 2019 Community Fund Management Foundation (Rev. 10/2019)

COMMUNITY FUND MANAGEMENT FOUNDATION
POOLED MEDICAID PAYBACK TRUST SUB-ACCOUNT

Asset Transfer and Beneficiary Designation Record

1. **How will this Trust Sub-Account be funded?** Please check **all** that apply.

   □ Check

   □ Annuity (attach a copy of the contract including payment frequency)

   □ Structured Settlement (attach a copy of the contract including payment frequency)

   □ Other: _____

2. **Are the assets funding this Trust Sub-Account owned by or available to the Beneficiary?**

   □ Yes

   □ No. If no, who owns the assets? _____
   Caution: Assets not owned by or available to the Beneficiary may not require Medicaid payback. Please consult your attorney to determine if a Master Trust may be a more appropriate option.

3. **List all checks submitted with this Joinder Agreement and Application for Admission to Establish Pooled Medicaid Payback Trust Sub-Account:**

Check Number	Check Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. **Is a separate check provided for the Trust Advisor's Setup Fee?**

   □ Yes

   □ No. If no, the Trust Advisor Setup Fee will be deducted from the assets for transfer to the Trust Sub-Account identified in Section 3 above.

5. **If the assets initially funding this Trust Sub-Account have a total value of less than $5,000.00, the following statement must be initialed by the Person Establishing Trust Sub-Account:**

_____
Initials

I understand that a Pooled Medicaid Payback Trust Sub-Account initially funded with less than $5,000.00 is called a "Roll-In" Pooled Medicaid Payback Trust. I understand that while a balance of $5,000.00 is not required to be maintained, distributions for the Beneficiary will not be made from the Trust Sub-Account until the cumulative value of the "Roll-In" Pooled Medicaid Payback Trust contributions reaches $5,000.00 or more at least once. The Trustee and/or Trust Advisor may deduct their respective fees as determined by each organization's policies even if the balance has not reached $5,000.00.

© 2019 Community Fund Management Foundation (Rev. 10/2019)

COMMUNITY FUND MANAGEMENT FOUNDATION
POOLED MEDICAID PAYBACK TRUST SUB-ACCOUNT

Mandatory Investment Questionnaire

Please circle your answers to the questions below and submit with the Joinder Application. Your answers will assist the Trust Advisor, Community Fund Ohio, in determining if the sub-account will be invested in our Moderate Growth or Short-Term Fixed Income Portfolios. If this Questionnaire is not submitted with the Joinder Application or it is incomplete, Community Fund Ohio will choose the Moderate Growth Portfolio.

Question 1:
Will Community Fund receive a request to distribute trust funds within the next three (3) years?

NO The sub-account will be invested in the Moderate Growth Portfolio. Please skip Question 2.

YES Please answer Question 2.

Question 2: Please skip Question 2 if you answered "No" to Question 1 above.
Is it expected that the assets in the sub-account will be completely exhausted, meaning spent down to a $0 balance, within the next five (5) years?

NO The sub-account will be invested in the Moderate Growth Portfolio.

YES The sub-account will be invested in the Short-Term Fixed Income Portfolio.

By signing below, you understand that the information you have provided will be used to irrevocably determine the investment portfolio for the sub-account and that you have truthfully answered the questions above to the best of your knowledge.

_____ _____
Date Signature

Your Role (please check at least one box):

□ Person Establishing the Sub-Account identified in Section 4.a. of the Joinder Application

□ Primary Designated Advocate identified in Section 6.a. of the Joinder Application

□ Attorney identified in Section 15.a. of the Joinder Application

Please see our Investment FAQs for more details. This chart is for informational purposes only.

	Moderate Growth Portfolio Target	**Short-Term Fixed Income Portfolio Target**
Equities	55%	0%
Fixed Income	38%	80%
Real Assets (Real Estate and Commodities)	5%	0%
Cash	2%	20%
Total	100%	100%

Community Fund Ohio
17900 Jefferson Park, Suite 102 • Middleburg Heights, OH 44130
Phone: 216.736.4540 • Fax: 216.867.9783
www.communityfundohio.org

Attorney Acknowledgment
(Please complete and submit with new Joinder Applications)

I represent a person establishing a Trust at Community Fund Management Foundation dba Community Fund Ohio for the benefit of _____ [Beneficiary Name]. By signing this document, I acknowledge that the following items may affect my client and/or the advisability of establishing a Community Fund Management Foundation Trust and I have advised my client accordingly.

Disability Requirement: Community Fund Management Foundation Trusts are intended only for Ohio residents with disabilities. *See* 42 U.S.C. 1382c(a) and Ohio Admin. Code 5160:1-3-02 for the definition of disability.

Sole Benefit Rule: Funds in a Community Fund Management Foundation Trust can be used only for the sole benefit of the named beneficiary. Funds cannot be distributed to pay the expenses of others, purchase items for others, or make gifts to others.

Food and Shelter Expenses: Funds in a Community Fund Management Foundation Trust cannot be used to pay food or shelter expenses if the beneficiary is a community Medicaid or SSI recipient. "Food" includes grocery store purchases and restaurant dining. "Shelter" includes room, rent, mortgage payments, real property taxes, heating fuel, gas, electricity, water, sewerage, and garbage collection services, as well as homeowner's insurance if required by mortgagee. *See* 20 C.F.R. 416.1130(b), POMS SI 00835.465, and Ohio Admin. Code 5160:1-3-03.8(B)(10).

Trust Established or Funded by Guardian: While federal law allows a guardian to establish a trust, establishment of a Community Fund Management Foundation Trust by a guardian <u>of person only</u> could result in termination of a beneficiary's benefits, such as SSI. Therefore, Community Fund Ohio will not accept a trust established by a guardian of person only. It is also Community Fund Ohio's position that a guardian of person only does not have authority to <u>fund</u> a trust with assets belonging to the beneficiary, if he/she is not also a guardian of estate, an agent with trust creation authority under a valid financial power of attorney, or a representative payee.

Protection of Means-Tested Benefits Only: Using a pooled trust may safeguard the beneficiary's eligibility for <u>means-tested</u> government benefits, including Medicaid and sometimes Supplemental Security Income (SSI).

SSI Recipients Aged 65 and Older: If the beneficiary is age 65 or older and receives SSI, depositing funds in a Community Fund Management Foundation Trust will cause the beneficiary to lose SSI benefits for up to 36 months. The number of months of lost benefits will depend on the amount of money deposited into the Trust. Community Fund Ohio requires all attorneys who establish a Trust for a beneficiary who is age 65 or older to sign a separate form acknowledging the potential penalties imposed by the Social Security Administration or state Medicaid agencies.

SSDI Recipients and Workers Compensation: If the beneficiary receives SSDI and Workers Compensation, depositing the Workers Compensation payments into a Community Fund Management Foundation Trust will not protect the SSDI benefit from being offset.

Veterans' Benefits: A beneficiary who is eligible for VA benefits or seeking to become eligible may not be able to protect those VA benefits or avoid a penalty period by using a Community Fund Management Foundation Trust. Transfers to pooled special needs trusts are generally not exempt from VA asset calculations. If the beneficiary is the child of a veteran, under the age of 18, and permanently incapable of self-support, legal advice is needed to determine whether the exception in 38 C.F.R. 3.276(d) may apply. In addition, Survivor Benefit Plan (SBP) annuity payments for a child with a disability may be exempt from Medicaid and SSI resource calculations if deposited into a first-party Community Fund Management Foundation Pooled Medicaid Payback Trust but not if deposited into a third-party Community Fund Management Foundation Master Trust. *See* 10 U.S.C. 1448(b)(6), 10 U.S.C. 1450(a)(4), 10 U.S.C. 1455(d), and U.S. Dept. of Defense Memorandum: Enabling Payment of Survivor Benefit Plan Annuities to a Special Needs Trust (Dec. 31, 2015).

Other Benefits Not Protected: There may be other scenarios where depositing funds into a Community Fund Management Foundation Trust will not protect public benefits. Community Fund Ohio does not provide legal advice, so it is the responsibility of the attorney signing the Community Fund Management Foundation Joinder Agreement to discuss any applicable scenarios with the client.

Fees: Community Fund Ohio's current fee schedule is available on its website. Community Fund Ohio asks that attorneys ensure the parties understand all fees that will be charged for the administration of the Trust, including the initial setup fee, the annual and quarterly fees, any closing fee that may be charged, and if applicable, court fees.

Timing of Deposits: Community Fund Ohio strongly recommends that time-sensitive deposits into Community Fund Management Foundation Trusts be submitted by bank check, cashier's check, or money order instead of personal check to ensure the funds are withdrawn from the payor's account within the expected timeframe. Personal checks may be subject to bank holds of three to five days after the deposit date and Community Fund Ohio cannot guarantee that a deposited check will clear by a certain date. Community Fund Ohio does not make daily deposits to trust accounts.

Funds Not Insured: Just as with any non-depository investments such as mutual funds, annuities, stocks, and bonds, funds placed in a Community Fund Management Foundation Trust are not FDIC-insured.

Investment of Trust: Funds placed in a Community Fund Management Foundation Trust will be invested by the Trustee and managed by a professional investment manager. Currently up to 65% is invested in equity assets and at least 35% is invested in fixed income. All investments involve risk, including the possible loss of principal. An investment's yield, share price, and rate of return fluctuate, and when sold or redeemed, the person funding the Trust may receive more or less than his/her original investment. Prior returns are not indicative of future performance.

Tax Liability: Placing funds in a Community Fund Management Foundation Trust does not shield those funds from tax liability. Transactions within the Trust (such as distributions and investment activity) may result in tax liability for the grantor of a Revocable Master Trust or for the beneficiary of an Irrevocable Master Trust or a Pooled Medicaid Payback Trust. Tax documents for Community Fund Management Foundation Trusts are generated by the Trustee and are expected to be mailed by March 15 for the prior calendar year. However, Community Fund Ohio and the Trustee do not provide tax advice. If the grantor, beneficiary, or designated advocate has tax questions, he or she will need to contact an attorney or accountant.

Irrevocability of Trust: Placing funds in an irrevocable Community Fund Management Foundation Trust means that the person establishing the Trust and/or the beneficiary will not be able to close or terminate the Trust as long as funds remain in it. Furthermore, once the person establishing the irrevocable Trust has named remainder distributees in the Joinder Agreement, those designations cannot be changed later.

Notification to Federal and State Agencies: Agencies providing public assistance such as Medicaid, SSI, and HUD require that notice be given when a trust is established and funded for a recipient of the public assistance program. Failure to provide timely notice may impact a beneficiary's eligibility for the public assistance program. Community Fund Ohio does not provide legal advice regarding this requirement, nor does Community Fund Ohio assist beneficiaries in notifying federal and state agencies that a new Trust sub-account has been established. Community Fund Ohio recommends that attorneys who sign a Community Fund Management Foundation Joinder Agreement send such notices to the appropriate government agencies via certified mail and provide Community Fund Ohio with copies for the Trust file in case it is necessary to produce those notices in the future.

Attorney Printed Name (Required)	Person Establishing Trust Printed Name (Optional)
Attorney Signature (Required)	Person Establishing Trust Signature (Optional)
Date (Required)	Date (Optional)
Printed Name of Beneficiary (Required)	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

			–			–				

or

Employer identification number

		–							

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** ▶

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COMMUNITY FUND MANAGEMENT FOUNDATION POOLED MEDICAID PAYBACK TRUST

NOTICE TO BENEFICIARIES AGE 65 OR OLDER AND THEIR LEGAL COUNSEL

Ohio law[1] allows individuals of any age to establish and fund pooled trusts. However, CMS, the federal agency that administers the Medicare and Medicaid programs, issued a letter in 2008 advising that if a pooled trust is funded with the assets of a beneficiary age 65 or older, federal law[2] considers such transfer of assets to be improper and a period of restricted Medicaid eligibility should be imposed.[3]

Ohio law provides that transfers to a pooled trust shall not be treated as an improper distribution of assets.[4] CFMF wants beneficiaries who are age 65 or older to be aware of the inconsistency between state law and the interpretation of federal law regarding the Medicaid program transfer penalties. Therefore, individuals who are age 65 or older should seek legal counsel prior to transferring any assets to a pooled trust.

Beneficiaries who are age 65 or older who receive Supplemental Security Income (SSI) should also be aware of Social Security regulations and that transfer of resources to a pooled trust will subject the applicant to a loss of SSI benefits for up to 36 months.

I acknowledge that I have informed the person establishing this Trust Sub-Account of the risk, benefit, and uncertainty related to transfer of funds to a pooled trust belonging to an individual age 65 or older.

Attorney Signature _____ Date _____

[1] R.C. 5163.21(F)(3).

[2] 42 U.S.C. 1396p(c)(2)(B).

[3] *See* Centers for Medicare & Medicaid Services Chicago Regional State Letter No: 08-03 (July 2008).

[4] R.C. 5163.21(F)(3)(c).

© CFMF

Community Fund Ohio
17900 Jefferson Park, Suite 102 • Middleburg Heights, OH 44130
Phone: 216.736.4540 • Fax: 216.867.9783
www.communityfundohio.org

Opt-Out of Paper Statements

(Return completed form to address or fax number above)

Huntington National Bank, Trustee, will automatically mail quarterly paper statements. If you prefer electronic access instead of receiving paper statements, please complete the information below and return to Community Fund Ohio. You will receive log-in information from Huntington at the email address you provide. You will be able to review daily account activity and view and print current and historical statements with the log-in credentials. Please call our office if you have questions about this form or our process.

This form must be completed by the party who receives statements as identified on the following chart:

Type of Sub-Account	**Party Who Must Complete This Form**
Master Trust – revocable and has never reached $15,000	All Living Grantors
Master Trust – revocable and has reached $15,000 or more	Designated Advocate
Master Trust – irrevocable	Designated Advocate
Pooled Medicaid Payback Trust	Designated Advocate
Roll-In Pooled Medicaid Payback Trust	Designated Advocate

You may revoke this election at any time by submitting a written notice by mail or fax to Community Fund Ohio. Your revocation may take up to 30 days to process.

Signature #1	Signature #2 (if Second Grantor)
Printed Name	Printed Name
Email Address	Email Address
Phone Number	Phone Number
Beneficiary's Name	Agreement Number (consisting of 1-2 letters and 8 numbers)

FOR COMMUNITY FUND OHIO USE ONLY:

☐ Approved / Employee Initials and Date:

☐ Submitted to Huntington for Processing / Employee Initials and Date:

☐ Denied / Employee Initials and Date:

Reason for Denial:

Community Fund Ohio
17900 Jefferson Park, Suite 102 • Middleburg Heights, OH 44130
Phone: 216.736.4540 • Fax: 216.867.9783
www.communityfundohio.org

Deposit Instructions

Please make the deposit check payable to "Community Fund" and include the Beneficiary's full name and Agreement Number on the memo line. Please mail the deposit to Community Fund Ohio, Attn: Deposits,17900 Jefferson Park, Suite 102, Middleburg Heights, OH 44130.

Community Fund Ohio strongly recommends that time sensitive deposits be submitted by cashier's check or money order instead of a personal check to ensure the funds are withdrawn from the sender's account within the expected timeframe. Community Fund Ohio does not make daily deposits.

Deposits will be reflected on the account statement and by your canceled check. Community Fund Ohio can also provide a receipt if requested. We recommend including our deposit slip with all check deposits. Our deposit slip is at the bottom of this handout and on our website.

Please contact one of our Trust Development Coordinators at 216.736.4540 or joinderanddeposit@communityfundohio.org if you have questions about our deposit process.

Community Fund Ohio Deposit Slip

Please complete and remit with the deposit check to:
Community Fund Ohio, Attn: Deposits, 17900 Jefferson Park, Suite 102, Middleburg Heights, OH 44130
Deposits cannot be made directly to the Trustee. All deposits must be made payable to and mailed to Community Fund.

Community Fund Agreement No.: _____

Beneficiary's Full Name: _____

Check Number: _____

Check Date: _____

Check Amount: _____

Deposit Type: (choose one) □ Return of unused distribution □ Check Deposit

NOTE: Assets owned by a beneficiary should not be deposited in a Master Trust

Receipt Request: (choose one)

□ No Receipt required

□ Email Receipt to: _____

□ Mail Receipt to: _____

_____

_____

********FOR COMMUNITY FUND OHIO USE ONLY********

Date Check Received: _____

Date of Deposit: _____

Date Optional Receipt Was Sent: _____

Processed By: _____

Trust Account Comparison Table (Effective 06/01/2022)
Community Fund Management Foundation Trusts

	Master Trust	Pooled Medicaid Payback Trust and Roll-In Pooled Medicaid Payback Trust
Established By	The Grantor, which can be anyone other than the Beneficiary	Ohio resident with a disability or parent, grandparent, guardian, or a court
Minimum Initial Deposit	$0	Pooled: $5,000 or more Roll-In: $0
When Trust Becomes Distributable	Balance reaches $15,000 or more at least once (Not a minimum balance requirement)	Balance reaches $5,000 or more at least once (Not a minimum balance requirement)
Maximum Balance	None	None
Source of Funds	Assets not owned by or available to the Beneficiary	Assets owned by the Beneficiary
Revocability	May be revocable or irrevocable but becomes irrevocable at the last Grantor's death	Irrevocable (cannot be revoked)
Setup Fees (One-time)	Opened with $15,000 or more: $1,000 Opened with $14,999 or less: $750 initially and $750 when the balance reaches $15,000	Pooled: $1,000 Roll-In: $750 initially and $500 when the balance reaches $5,000
Trust Advisor Fee (Annual) Not charged until Trust is distributable and not charged if a beneficiary is deceased	Balance of $50,000 or less: $250 Balance of greater than $50,000: $250 plus .25% of market value over $50,000	Balance of $50,000 or less: $250 Balance of greater than $50,000: $250 plus .25% of market value over $50,000
Trustee Fee (Deducted Monthly) Not charged if a beneficiary is deceased	89 Basis Points Annually Calculated using the market value and debited monthly in arrears	89 Basis Points Annually Calculated using the market value and debited monthly in arrears
Distribution At Beneficiary's Death	Pursuant to options checked in the Joinder Agreement	Pursuant to options checked in the Joinder Agreement which include retention by nonprofit or repayment to Medicaid
Trustee Closing Fee (One-time) Deducted when a beneficiary is deceased	Equivalent to 5 months of the Trustee Fee using an average market value for the sub-account	Equivalent to 5 months of the Trustee Fee using an average market value for the sub-account
Trust Advisor Closing Fee (One-time) Deducted when a beneficiary is deceased	$1,000	$1,000

© 2019 CFMF (Rev 02/2022 effective 06/2022)

COMMUNITY FUND
OHIO

Tax Information for Community Fund Management Foundation Pooled Trusts

Community Fund Management Foundation Pooled Trusts report tax information on a calendar year basis. Tax documents will be mailed by March 15 for any pooled trust that had a balance at any point during the prior calendar year.

Tax documents will not be prepared for sub-accounts that had a zero balance during the entire prior calendar year. This means that sub-accounts that paid a setup fee but have had no other deposits will not receive a tax document (e.g., unfunded Master Trusts).

Pooled Trust Type	Tax Document Prepared	Mailed To	Reported on Income Tax Return For *
Pooled Medicaid Payback Trust or Roll-In	Grantor Letter	Designated Advocate	Beneficiary
Irrevocable Master Trust	K-1	Designated Advocate	Beneficiary
Revocable Master Trust	Grantor Letter	Grantor	Grantor

This handout applies to sub-accounts that have been funded and are administered for a living beneficiary. Our trustee, Huntington National Bank, may need to prepare a different tax document if a beneficiary or grantor has died. A person that receives a distribution check from the trust after the death of the beneficiary (known as a remainder distributee) can expect to receive a K-1. The K-1 may be issued in the same year that the remainder distributee received the distribution check although it is more likely the K-1 will be issued the following calendar year. Please notify Community Fund if a beneficiary, designated advocate, grantor, or remainder distributee moves or dies to ensure the correct tax documents are prepared and mailed to the appropriate party.

For questions about the tax document you received from the trustee or if you have not received your tax document for the prior year by March 31, please contact Huntington National Bank's Specialty Trust Department at 866.737.4590.

For all other questions related to a Community Fund Management Foundation Pooled Trust, please contact Community Fund Ohio at 216.736.4540.

*If you have questions about how to report information on your income tax return or to discuss whether you are required to file an income tax return or pay taxes, please talk with your tax preparer. Unfortunately, Huntington and Community Fund cannot answer tax questions and this handout is not intended to provide tax or legal advice.

THE COMMUNITY FUND MANAGEMENT FOUNDATION
POOLED MEDICAID PAYBACK TRUST AGREEMENT
(THIRTEENTH RESTATEMENT)

This Thirteenth Restatement of Trust Agreement ("Trust Agreement") shall be effective on June 24, 2020, and is entered into by and between The Huntington National Bank (hereinafter referred to as "Trustee," "Successor Trustee," or "Huntington") and Community Fund Management Foundation (hereinafter referred to as "Trust Advisor" or "Community Fund").

WHEREAS, the Trust Advisor entered into a Trust Agreement with Fifth Third Bank of Northeastern Ohio as original trustee on June 17, 1996, later amended in March 2000, and restated on August 25, 2000, March 28, 2002, and December 23, 2003;

WHEREAS, the Trust Advisor removed Fifth Third Bank of Northeastern Ohio as original trustee pursuant to its authority under the Trust Agreement and entered into a Trust Agreement with U.S. Bank, N.A., as successor trustee on March 27, 2006, and restated on April 24, 2007, September 23, 2008, January 2, 2009, August 31, 2010, and July 30, 2013;

WHEREAS, the Trust Advisor removed U.S. Bank, N.A., as successor trustee pursuant to its authority under the Trust Agreement and entered into a Trust Agreement with Equity Trust Company as successor trustee on November 22, 2013, and restated on March 3, 2015;

WHEREAS, the Trust Advisor removed Equity Trust Company as successor trustee effective September 30, 2019 pursuant to its authority under the Trust Agreement and entered into a Trust Agreement with The Huntington National Bank as Successor Trustee on October 1, 2019;

THEREFORE, this Trust Agreement shall be referred to as "The Community Fund Management Foundation Pooled Medicaid Payback Trust Agreement" with The Huntington National Bank as Successor Trustee and Community Fund Management Foundation as Trust Advisor.

ARTICLE I
Creation of the Trust

A. This Trust Agreement is intended to be administered as a pooled trust pursuant to the following requirements as amended:

i. 42 USC 1396p(d)(4)(C);

ii. 42 USC 1382b(e);

iii. RC 5163.21(F)(3)(a);

iv. Omnibus Reconciliation Act of 1993; and

v. Collective Investment Fund Law, 12 CFR 9.18(c)(4).

B. Any individual who is disabled as defined by 42 USC 1382c(a)(3), or that individual's parent, grandparent, or legal guardian, or a court acting on behalf of that individual, who wishes to have the Trustee and Trust Advisor administer property for the benefit of the individual with a disability may adopt this Trust Agreement by submitting a completed Joinder Agreement and Application for Admission to Establish a Pooled Medicaid Payback Sub-Account ("Joinder Agreement") to the Trust Advisor.

C. The Trust Advisor, in its sole discretion, may accept or deny any Joinder Agreement and may require additional documentation in order to determine whether or not a Joinder Agreement should be accepted. Upon approval by the Trust Advisor, said Joinder Agreement shall become a part of this Trust Agreement and shall be incorporated herein by reference.

D. Each Sub-Account created hereunder shall be known separately as the "Community Fund Management Foundation Pooled Medicaid Payback Trust for the benefit of [Name of Beneficiary], [CFMF Agreement Number]."

E. Unless agreed to in writing by the Trustee and the Trust Advisor, the Trust Advisor shall retain this original Trust Agreement and all original Joinder Agreements for each Sub-Account, including all existing and future Joinder Agreements.

i. The Trust Advisor shall not provide the originals to any third parties, but the Trust Advisor may certify that it holds the original Trust Agreement or Joinder Agreement in its custody and that a copy is as effective as the original.

ii. The Trust Advisor shall retain the originals and copies of prior Trust Agreements and amendments, as well as originals and copies of Joinder Agreements for closed Sub-Accounts, pursuant to its record retention policy.

Article II
Transfer of Property to Trust

A. The Trustee shall hold in a pooled account all property that becomes an asset of the Trust established pursuant to this Trust Agreement and each separate Joinder Agreement.

B. The Trustee shall maintain records that identify a separate Sub-Account for each beneficiary but, for purposes of investment and management of funds, the Trustee shall pool the Sub-Accounts. The Trustee shall maintain a record for each Sub-Account that includes, among other items, the amount contributed for each beneficiary.

C. The Trustee may refuse to accept, in whole or in part, interest in any property for any reason that is attempted to be transferred to the Trust by a grantor or any other party.

Article III
Distribution of Principal and Income for the Benefit of the Beneficiary

A. The Trustee shall distribute the principal and income of each Sub-Account created hereunder in cash or in kind in accordance with this Trust Agreement and the Joinder Agreement, at the sole direction of the Trust Advisor as set forth in Article IX below, for the benefit of the beneficiary during his or her lifetime or until the termination of the Sub-Account for his or her benefit, whichever occurs sooner.

B. In making any distributions of principal and/or income, the Trustee is advised that it is the express purpose of this Trust to provide for the beneficiary's supplemental needs in addition to, and not in lieu of, the benefits such beneficiary otherwise receives from any local, state, or federal government, or from any public or private agency, any of which provide services or benefits to persons with disabilities.

C. The then-serving Designated Advocate (as such term is defined in the Joinder Agreement) shall notify the Trust Advisor of a distribution request by submitting a form created by the Trust Advisor and in a manner determined by the Trust Advisor. The Trust Advisor shall review the distribution request and has the sole authority to approve or deny the suggested distribution.

D. At the sole direction, and in the sole discretion, of the Trust Advisor, the Trustee shall supplement benefits received by a beneficiary. In making any distributions of principal and/or income, the Trustee shall distribute as much as the Trust Advisor directs. Any income not distributed shall be added to principal.

E. For purposes of determining the beneficiary's eligibility for such benefits, no part of the principal or income of the Sub-Account shall be considered available to the beneficiary.

F. In the event that any party petitions a court or administrative agency for the release of principal or income from a Sub-Account for a beneficiary after the Trust Advisor has denied the request, the Trust Advisor shall deny the subsequent distribution request and shall defend any contest of this paragraph or other challenge of any nature at the expense of the Sub-Account. In the event that the projected cost of such defense is reasonably believed to exceed the amount held in the Sub-Account, the Trust Advisor may elect to pay the cost for such expense or may elect to take no further defensive action.

G. The Trustee, at the direction of the Trust Advisor, may make the distributions described above to the Designated Advocate or to any person or institution responsible for or assuming the beneficiary's care, or to any person who incurred expenses on behalf of the beneficiary, however, payments from the Sub-Account shall be made as direct payments to the person or persons who supplied the goods or services to the beneficiary to the maximum extent possible.

H. Every reasonable attempt will be made to continue the Sub-Account for the purposes for which it is established, however, it is recognized that neither the Trustee nor the Trust Advisor knows how future developments in the law, including administrative agency and judicial decisions, may affect this Trust Agreement or any Sub-Account. If there is reasonable cause to believe that the principal or income of a Sub-Account has or will become liable for basic maintenance, support, or care for the beneficiary, the Trust Advisor may direct the Trustee to do either one of the following:

i. Pay to the state(s) all amounts remaining in the Sub-Account at the time of termination up to an amount equal to the total amount of medical assistance paid on behalf of the beneficiary under the state Medicaid plan(s) pursuant to 42 USC 1396, *et seq*. After payment to the state(s), all remaining funds in the Sub-Account shall be distributed to the beneficiary; or

ii. Transfer the assets remaining in the Sub-Account to another pooled Medicaid payback trust as further established under separate agreement with the affected beneficiary, his or her parent, grandparent, guardian, or court, and the receiving pooled Medicaid payback trust.

Article IV
Administration Upon the Death of the Beneficiary or Other Termination of Trust

A. Each Sub-Account shall terminate when the funds in the Sub-Account have been exhausted and the Trust Advisor reasonably believes that the Sub-Account will not receive further deposits.

B. Each Sub-Account shall terminate upon the death of the beneficiary if the Sub-Account had not been closed during the lifetime of the beneficiary pursuant to Article IV.A. above.

i. To the extent the funds are not retained by the Trust, the Trustee, at the direction of the Trust Advisor, shall pay from the Sub-Account attorney fees and other properly allowable costs incurred in administering and wrapping up the trust. Allowable costs include accounting of the trust to a court, completion and filing of documents, or other required actions, but not payment: (1) of the beneficiary's debts owed to third parties; (2) of the beneficiary's funeral expenses; and (3) to residual beneficiaries.

ii. Unless the beneficiary has made adequate alternative provisions, the Trustee shall, at the direction of the Trust Advisor, pay out of the principal of the Sub-Account taxes due from the Trust to the State and/or Federal government because of the death of the beneficiary. Payment shall be limited to taxes arising from inclusion of the trust in the beneficiary's estate. The Trustee may not pay from the Sub-

Account (1) any other inheritance taxes due from the beneficiary's estate, or (2) any inheritance taxes due for residual beneficiaries.

iii. To the extent the funds are not retained by the Trust, the state(s) will receive all amounts remaining in the Sub-Account, up to an amount equal to the total amount of medical assistance paid on behalf of the beneficiary under the state Medicaid plan(s). The Trustee shall comply with all state and/or federal regulations regarding notification and disbursement to any government agency. Upon the beneficiary's death and at the direction of the Trust Advisor, the Trustee shall make an appropriate, proportionate payment from the Sub-Account in payment of any claim for reimbursement from a state that has paid for medical assistance on behalf of the beneficiary under a state plan pursuant to 42 USC 1396, *et seq.* The Trust Advisor shall rely on the Designated Advocate to identify the state(s), other than Ohio, that may have a claim for reimbursement and the Trustee and the Trust Advisor shall not be liable if a state claim is not paid due to the reliance on information from the Designated Advocate.

iv. The balance of the Sub-Account after payments are made under the applicable Paragraphs A.ii-iii of this Article shall be distributed to the individuals or other entities identified in the Joinder Agreement as "remainder distributees."

v. Any portion of the Sub-Account that is retained by the Trust under the terms of the Joinder Agreement and is for the benefit of CFMF shall be transferred to the Perpetual Sub-Account and shall be administered as set forth in Article V.

vi. Any portion of the Sub-Account that is retained by the Trust under the terms of the Joinder Agreement and is for the benefit of a Non-Profit Partner shall be transferred to the Sub-Account maintained for that Non-Profit Partner and shall be administered pursuant to Article V and the agreement between the Trust Advisor and the Non-Profit Partner.

Article V
Administration of the Retained Property Sub-Account

A. The Trustee shall maintain a Retained Property Sub-Account for the receipt of funds remaining in a Sub-Account upon the death of the beneficiary whenever the Joinder Agreement directs that the funds remaining in the Sub-Account be retained by the Trust and designated for the benefit of CFMF or a Non-Profit Partner.

i. The Trust Advisor refers to this Retained Property Sub-Account for the benefit of CFMF as the "Perpetual Trust" and shall be administered as set forth in this Article V.

ii. The Sub-Account maintained for a Non-Profit Partner shall be designated as the "[Name of the Non-Profit Partner] Retained Funds Sub-Account" and shall be administered as set forth in this Article V.

B. The Trustee shall maintain separate Retained Property Sub-Accounts for CFMF and its Non-Profit Partners, but for purposes of investment and management of funds, the Trustee shall pool all of the assets of the Retained Property Sub-Accounts with other assets of the Pooled Medicaid Payback Trust. The Trustee shall maintain records for each Sub-Account that is part of the Retained Property Sub-Account.

C. The Trustee shall distribute the principal and income of the Retained Property Sub-Accounts at the direction of the Trust Advisor, in accordance with the Trust Advisor's policies and guidelines related to the permitted use and distribution of Retained Property Sub-Accounts. The Trust Advisor may direct the Trustee to issue distributions from the Retained Property Sub-Accounts.

D. Upon receipt of notice of death of a beneficiary whose Joinder Agreement directs remaining funds be retained by the Trust, the Trust Advisor shall direct the Trustee to transfer the remaining funds to the appropriate Retained Funds Sub-Account and shall close the Sub-Account of the deceased beneficiary.

E. If CFMF ceases to exist or is dissolved, any property remaining in the Perpetual Trust shall be applied and paid over to such other organization or organizations that qualifies as a tax-exempt organization under Internal Revenue Code Sections 501(c), 2055, or 2522 in the Trust Advisor's sole discretion. The receiving organization or organizations, in the Trust Advisor's sole discretion, must be serving the interests and needs of people with disabilities in a manner consistent with the purpose of this Trust Agreement.

F. If a Non-Profit Partner ceases to exist or is dissolved, any property remaining in the Non-Profit Partner's Sub-Account shall be transferred to the Retained Property Sub-Account for the benefit of CFMF and administered according to this Article V.

Article VI
Powers of the Trustee

To carry out the purpose of this Trust Agreement, the Trustee is vested with the following powers with respect to the Trust and Sub-Accounts held hereunder in addition to those powers now or hereafter conferred by law:

A. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property;

B. To borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise;

C. To lease Trust Property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements;

D. To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Sub-Accounts and the Trustee against any hazard;

E. To commence or defend such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, at the expense of the Trust;

F. To compromise or otherwise adjust any claims or litigation against or in favor of the Trust;

G. Subject to a written investment policy adopted by the Trust Advisor, to invest and reinvest the Trust Estate in every kind of investment, specifically including, but not by way of limitation, corporate obligation of every kind, stocks, preferred or common, shares of investment trusts, investment companies, partnerships, and mutual funds, and mortgage participation, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds considering the probable income as well as the probable safety of their capital, including, but not limited to any pooled trust fund administered by the Trustee, in accordance with the Collective Investment Fund Law, 12 CFR 9.18(c)(4). No less than annually, the Trustee shall review with the Trust Advisor a written investment policy regarding the investment of trust funds that has been initially approved by the Trust Advisor and Trustee. Any amendment to the written investment policy must be approved by the Trust Advisor. The Trustee shall follow the approved investment policy and any revisions that may be made from time to time to the investment policy by the Trust Advisor. The Trustee may commingle the assets of this Trust with the assets of any other Sub-Account administered by the Trustee under this Trust Agreement. The Trustee need not physically segregate the Sub-Accounts and may hold undivided interests in property with any other Sub-Accounts administered by the Trustee to facilitate investment or management of the Trust;

H. With respect to securities held in the Trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights;

I. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust Estate and the

apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Ohio Principal and Income Act. Any such matter not provided for either in this Declaration of Trust or in the Principal and Income Act shall be determined by the Trustee in the Trustee's sole, absolute and uncontrolled discretion; except that notwithstanding RC 5812.01 *et seq.*, for all purposes of this Trust Agreement, any distribution attributable to any annual accounting period in excess of generally accepted notions of net income i.e., without adjustment under RC 5812.03, shall first be deemed to come from any short-term capital gain and then from any such long-term capital gain as defined in Internal Revenue Code Section 1222 generated during such annual accounting period;

J. To employ and pay reasonable compensation to agents, accountants, investment counsels, attorneys and others who in the Trustee's sole, absolute and uncontrolled discretion are necessary to fulfill the Trustee's duties hereunder in the administration of the Trust. The Trustee may follow the advice of the foregoing without liability if it has used reasonable care in selecting them;

K. To continue to hold any property, and to operate at the risk of the Trust, any business that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable; provided, however, that unproductive property shall not be held as an asset of the Trust for more than a reasonable time; provided further, that the Trustee shall never incur any liability by reason of depreciating assets held or retained in this Trust, regardless of any other provisions of this instrument;

L. To liquidate assets that the Trustee receives or acquires under the Trust and convert such assets to investments as set forth in Article VI.G;

M. At the direction of the Trust Advisor, to transfer a beneficiary's Sub-Account to another trust established for the same beneficiary pursuant to 42 USC 1396p(d)(4)(C). One reason for such a transfer is if the beneficiary establishes a primary residence outside of the State of Ohio. In the event of such a transfer, no disbursements may be made from a beneficiary's Sub-Account other than to the secondary 42 U.S.C. 1396p(d)(4)(C) trust, or as payment of reasonable fees and administrative expenses, including payment of any taxes due from the trust to the State(s) or Federal government, associated with the termination of this Trust;

N. The Trustee shall pay out of Sub-Accounts whatever the Trust Advisor, in the Trust Advisor's sole, absolute, and uncontrolled discretion, deems necessary to employ and compensate for services any individual, corporation or organization that will provide necessary advice on benefits received or applied for by the beneficiary, or for whatever reason the Trust Advisor deems necessary. Payment for such services shall be made from

the affected beneficiary's Sub-Account.

Article VII
Provisions Relating to Trustee

A. Until the Trustee receives written notice of the beneficiary's death or other event that may create a distribution from a Sub-Account, the Trustee shall not be liable to the beneficiary or other third parties for disbursements made in good faith.

B. As required by RC 5808.13, the Trustee shall render a report annually, or at more frequent intervals at the Trustee's discretion or if directed by the Trust Advisor, to the then-acting Designated Advocates of Pooled Medicaid Payback Sub-Accounts. The Designated Advocate shall serve as the beneficiary surrogate as defined in RC 5801.01(D). Unless the then-acting Designated Advocate of any Sub-Account delivers a written objection to the Trustee within two years of the issuance of the Trustee's report, the report shall be deemed settled and shall be final and conclusive in respect to transactions disclosed in the report to the beneficiary, the grantor, the beneficiary surrogate, and to any other individuals or entities who may be entitled to a distribution upon the death of the beneficiary or other termination of the trust. After settlement of the report by reason of the expiration of the two year period referred to above, or by the written agreement of the parties, the Trustee shall no longer be liable to said beneficiary, beneficiary surrogate, or entity with respect to transactions disclosed in the report except for the Trustee's intentional wrongdoing or fraud.

C. No bond shall be required of the Trustee.

D. The Trustee shall be entitled to fees as approved by the Trust Advisor and as set forth in a separate agreement between the Trustee and the Trust Advisor. Any change in fees shall be subject to the prior notice requirements of RC 5808.13(B)(4). Such notices shall be provided to the then-acting Designated Advocates of any Pooled Medicaid Payback Sub-Accounts. This notice may include a posting on the Trustee's or Trust Advisor's website.

Article VIII
Resignation or Removal of Trustee

A. The Trustee may resign by providing a 90-day written notice to the Trust Advisor. Such resignation shall be effective no earlier than 90 days after the Trust Advisor's receipt of the termination on a future date agreed to by the Trustee and the Trust Advisor. Unless there is sufficient reason to select an alternative resignation date, the resignation shall be effective on the last day of a month after the 90-day notice period.

B. The Trust Advisor retains the authority to remove the Trustee and appoint a successor trustee by providing a 90-day written notice to the then-acting Trustee. Such notice shall include the effective date of the removal.

C. Unless there is a written agreement between the Trustee and Trust Advisor to the contrary, the Trustee shall be responsible for all items necessary to transfer and wrap up the trust administration by that trustee, including but not limited to, preparation of tax documents and statements, as well as assisting the successor trustee, Trust Advisor, and tax preparer in the efficient transfer of Trust Property.

D. The resigning or removed trustee shall transfer and deliver to the successor trustee the then-entire Trust Estate and it shall thereupon be discharged as trustee of this trust and shall have no further powers, discretions, rights, obligations, or duties with reference to this Trust Agreement or Trust Estate, and all such powers, discretions, rights, obligations, and duties of the resigning or removed trustee shall inure to and be binding upon the successor trustee.

E. The Trust Advisor shall choose a successor trustee who must be a corporate trustee authorized to act as a fiduciary with a combined capital, surplus, and undivided profits, per its books and records as of the date of appointment, of not less than $20,000,000 or, if permitted under Ohio law, the successor trustee may be the Trust Advisor.

F. Any successor trustee shall succeed as trustee, with like effect as though originally named herein. All authority and powers conferred upon the Trustee hereunder shall pass to any successor trustee.

G. No successor trustee shall be liable or responsible for any acts or omissions of any prior trustee.

Article IX
Trust Advisor

Community Fund Management Foundation shall serve as Trust Advisor of any Sub-Account created under this Trust Agreement and any Joinder Agreement.

A. The Trust Advisor shall have exclusive authority as follows:

i. To remove the trustee and appoint a successor trustee;

ii. To review distribution requests and direct the Trustee in writing to issue distributions from principal or income for the benefit of any living or deceased beneficiary;

iii. To consider the potential impact that any distribution of principal and income may have upon the beneficiary's eligibility for Medicaid, Supplemental Security Income (SSI), and any other insurance or government assistance. The Trust Advisor should not direct any discretionary distributions that supplant or reduce government benefits that the beneficiary is receiving or may receive. It is the grantor's intent for the Trust Advisor to make the best possible use of public and private forms of assistance in the best interest of the beneficiary.

B. The Trust Advisor shall not waive, in whole or in part, any of the powers, duties, and authorities herein conferred.

C. The Trust Advisor may resign and may appoint a successor nonprofit trust advisor in its place by delivering a 90-day written notice to the Trustee. In the event that a successor nonprofit trust advisor is not appointed, the Trustee shall apply to a court of appropriate jurisdiction to appoint a successor nonprofit trust advisor so that at all times there is an acting nonprofit trust advisor.

D. No bond shall be required of the Trust Advisor.

E. The Trust Advisor shall be compensated for its services according to its published fee scheduled, as may be amended. The Trust Advisor will provide the Trustee and the then-acting Designated Advocates of any Pooled Medicaid Payback Sub-Accounts written notice of no less than forty-five days prior to any change in the Trust Advisor's fee schedule. This notice may include a posting on the Trust Advisor's website.

F. The Trust Advisor may, in its sole, absolute, and uncontrolled discretion, employ and compensate for services any individual, corporation, or organization that will provide necessary advice for any reason it deems necessary. The charges for such services shall be paid out of the Trust Advisor's operating account.

Article X
General Provisions

The following general provisions shall govern the operation and administration of the Trust Agreement and any Trusts or Sub-Accounts created hereunder:

A. The laws of the State of Ohio shall apply to this Trust Agreement. The validity and construction of this Trust Agreement and Sub-Accounts created hereunder are governed by the laws of the State of Ohio. The principal place of administration of the Trust Agreement is Ohio.

B. The section headings used in this Trust Agreement are utilized only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Trust Agreement or the intent of any provision therein.

C. If it is determined that this Trust Agreement and a Joinder Agreement conflict or contradict, this Trust Agreement shall control. The Joinder Agreement may provide more details than this Trust Agreement and that in itself shall not be deemed a conflict or contradiction.

D. Any person or agency may rely on a copy of the executed original of this Trust Agreement as fully as he, she, or it might rely on the original document.

E. This Trust Agreement and any Sub-Account created hereunder shall be a spendthrift trust to the maximum extent permitted by law. No interest in any trust hereunder shall be subject to a

beneficiary's liabilities or creditor claims, assignment, or anticipation. No interest in principal or income shall be voluntarily or involuntarily anticipated, encumbered, assigned, or subject to claims of the beneficiary's creditors, spouses, former spouses, children, or others.

F. Income accrued or unpaid on Trust Property when received into the Trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any Sub-Account created hereunder shall be distributed to the individuals or other entities as provided in the Joinder Agreement.

G. The rights, powers and obligations of the Trustee and of the owner of any life insurance policy payable to the Trust shall be as follows:

i. The instruments representing insurance policies naming the Trust as beneficiary need not be deposited with the Trustee. The Trustee and Trust Advisor shall have no obligation with regard to the selection or monitoring of any life insurance policy. It is recommended, but not required, that a copy of the policy be provided to the Trust Advisor.

ii. The Trustee shall not be required to pay premiums, assessments or other charges upon any of the policies or otherwise to keep them or any of them binding contracts of insurance but may do so in its sole, absolute and uncontrolled discretion.

iii. The owner of each policy made payable to the Trust has reserved all rights, options and privileges conferred upon the owner by the terms of the policies including but not limited to the right to change the beneficiary designation thereof, to hypothecate the policy and to borrow funds from the insurer. Sickness, disability or other benefits and all dividends accruing on the policies during the insured's life may be paid by the insurer to the owner.

iv. Upon receipt of an insured's certified death certificate, the Trustee shall use reasonable efforts to collect all sums payable under their terms, which sums upon receipt shall become principal of the Trust Estate, except interest paid by the insurer, which shall become income.

v. The Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to any insurer shall be a full discharge, and such insurer is not required to see to the application of the proceeds.

vi. The Trustee may employ and pay reasonable compensation to agents, accountants, investment counsel, attorneys and others who in the Trustee's sole, absolute and uncontrolled discretion are necessary to enforce rights of

the Trust with respect to any insurance policies. Such payments may be made by the related Sub-Account but only at the discretion and direction of the Trust Advisor.

vii. The Trustee shall not be responsible for any acts or omissions of the grantors or other persons or entity in connection with or relating to any insurance policy; and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified in manner and amount satisfactory to the Trustee.

H. No principal or income held for the benefit of the beneficiary shall be alienated, disposed of or in any way encumbered while in the possession of the Trustee otherwise than by the authorized act of the Trustee, provided, however, that this paragraph shall not apply so as to prohibit the exercise of any power of appointment that may be granted to the beneficiary. The beneficiary shall not have any vested property interest in this Trust whatsoever.

I. No purchaser or other party dealing with the Trustee shall be responsible to inquire into its authority to enter into any transaction or see to the application of any money or property paid, transferred or delivered to it.

J. This Trust has been accepted by the Trustee in the State of Ohio, and unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of that State.

K. Any word used in the singular, plural, masculine, feminine or neuter, shall be either singular, plural, masculine, feminine or neuter, as the context or facts may indicate.

L. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

Article XI
Indemnification

A. Except for willful default of any duty hereunder or gross negligence, the Trustee shall not be liable for any act, omission, loss, damage, or expense arising from the performance of its duties under this Trust Agreement. The Trustee is hereby relieved from any liability whatsoever to any person for any act of the Trustee at the direction of the Trust Advisor. The Trustee shall be held harmless from any liability whatsoever to any person for any action of the Trust Advisor. The Trustee shall be held harmless from all expenses incurred with respect to litigation or other controversies caused by the Trustee's reliance on the Trust Advisor's decisions hereunder, which expenses and liability, if any, shall be borne by either the Trust, or the Trust Advisor, as determined by the Trust Advisor.

B. Except for willful default of any duty hereunder or gross negligence, the Trust Advisor shall not be liable for any act, omission, loss, damage, or expense arising from the performance of its duties under this Trust Agreement.

Article XII
Amendments

A. This Trust Agreement and any Trust or Sub-Account created hereunder may be amended or restated by the Trust Advisor to effectuate the intent of this Trust Agreement, in the Trust Advisor's sole, absolute, and uncontrolled discretion, but only with the written consent of the Trustee as to any portion thereof except for the Joinder Agreement and except for those portions of this Trust Agreement that pertain to the distributions of principal and income and investments.

B. The Joinder Agreement under this Trust Agreement shall be irrevocable except that the person who established the Joinder Agreement may amend the Designated Advocates according to the Trust Advisor's policies in effect at that time.

C. Any amendments or restatements made as set forth in this Article shall be made applicable and shall retroactively apply to all existing and prior Sub-Accounts that were created prior to the effective date of this Trust Agreement. All existing Sub-Accounts shall be governed by the terms of this Trust Agreement.

D. No amendment of this Trust Agreement or any Trust or Sub-Account created hereunder shall be considered a termination of any such Trust Agreement, Trust, or Sub-Account.

Article XIII
Definitions

The following definitions shall apply to this Trust Agreement:

A. "Beneficiary" means the person with a disability as defined by 42 USC 1382c(a)(3) who is identified as the beneficiary in the Joinder Agreement and for whom a Pooled Medicaid Payback Sub-Account is maintained.

B. "Grantor" shall refer to the person or entity who established and executed the Joinder Agreement. Pursuant to 42 USC 1396p(d)(4)(C), the grantor is required to be the individual who is disabled as defined by 42 USC 1382c(a)(3), or that individual's parent, grandparent, or legal guardian, or a court acting on behalf of that individual.

C. "Master Trust" refers to a pooled third-party discretionary trust for the benefit of an Ohio resident with a disability. It may be established by any party other than the beneficiary and it may be funded with assets not belonging to the beneficiary. The Trustee and Trust Advisor have entered into a separate Trust Agreement for the Master Trust but for investment and management purposes, the Master Trust Sub-Accounts may be pooled with the Pooled Medicaid Payback Trust Sub-Accounts.

D. "Nonprofit Partner" means a not-for-profit corporation or association defined in 42 USC 1396p(D)(4)(C) which has entered into a separate agreement with the Trust Advisor and for whom a separate Non-Profit Partner Retained Property Sub-Account is maintained under this Agreement as set forth in Article V above.

E. "Nonprofit Partner Joinder Agreement" refers to a joinder agreement that allows the grantor to establish a sub-account with a Nonprofit Partner. A Nonprofit Partner Joinder Agreement shall include language which states the remainder of the Sub-Account at the death of the beneficiary shall be retained by the Trust in the Non-Profit Partner Retained Property Sub-Account.

F. "Remainder Distributee" shall refer to the individuals or entities who are identified in the Joinder Agreement to receive a distribution from the Sub-Account after the death of the beneficiary and after repayment to the state(s) Medicaid agency, if any repayment is required. A remainder distributee may include family, friends, charitable organizations, the Trust Advisor, or a Nonprofit Partner.

G. "Sub-Account" shall mean the trust account established under this Trust Agreement for the benefit of a specific Ohio resident with a disability.

H. "Trust" means all of the Pooled Medicaid Payback Sub-Accounts held under this Trust Agreement and includes all Sub-Accounts established with the Trust Advisor, including Sub-Accounts established under prior versions of this Trust Agreement. "Trust" does not include the Master Trust which is governed by a separate trust agreement between the Trust Advisor and Trustee.

I. "Trust Agreement" refers to the agreement between the Trustee and the Trust Advisor, including any agreement between the Trust Advisor and a prior trustee.

[Remainder of the page left blank intentionally.]

The Trustee and Trust Advisor do hereby accept this Trust Agreement, The Thirteenth Restatement of the Community Fund Management Foundation Pooled Medicaid Payback Trust Agreement, with The Huntington National Bank as Successor Trustee and Community Fund Management Foundation as Trust Advisor upon the terms set forth in this Trust Agreement.

IN WITNESS WHEREOF, the Trustee and the Trust Advisor have signed, sealed and acknowledged The Thirteenth Restatement of the Community Fund Management Foundation Pooled Medicaid Payback Trust Agreement.

Date: 6/24/2020

The Huntington National Bank, Trustee

By: _____

Its: Senior Vice President

Date: June 24, 2020

Community Fund Management Foundation, Trust Advisor

By: _____

Its: Executive Director