

**CONTRIBUTION AGREEMENT - APPLICATION
TO ESTABLISH SUB-ACCOUNT No. _____
IN WisPACT TRUST I
BENEFICIARY-FUNDED REPRESENTATIVE PAYEE ACCOUNT**

THE ONLY ASSETS THAT MAY BE PLACED IN THIS ACCOUNT ARE ACCUMULATIONS FROM SUPPLEMENTAL SECURITY INCOME AND SOCIAL SECURITY BENEFITS RECEIVED BY THE REPRESENTATIVE PAYEE. IF ASSETS FROM OTHER SOURCES ARE TO BE PLACED IN THE TRUST, USE A TRUST I BENEFICIARY- FUNDED REGULAR SUB-ACCOUNT CREATED BY THE BENEFICIARY'S GRANDPARENT, PARENT, A GUARDIAN WITH COURT PERMISSION, OR A BY COURT.

This Contribution Agreement - Application will establish an irrevocable trust account. Legal counsel must be obtained to assist in preparing this Contribution Agreement - Application and related documents. The Representative Payee is strongly advised to seek an attorney proficient in estate planning for people with disabilities, including related tax issues and government benefits, to advise him or her about the tax effects of establishing this account and the effect of placing assets in this trust account on the beneficiary's eligibility for government benefits.

**ARTICLE I
Establishment, Name and Designations**

A. Establishment. This **Contribution Agreement** - Application incorporates the Declaration of Trust of WisPACT Trust I (referred to as "WisPACT Trust I"), a pooled trust under 42 U.S.C. § 1396p(d)(4), dated July 1, 2004 including any amendments adopted thereunder before or after the date of establishment.

1. This Sub-Account is established for the **sole** benefit of _____, the **Beneficiary** who is currently receiving Supplemental Security Income or Social Security benefits or both on the basis of his or her disability.
2. This Sub-Account is established by _____, the **Representative Payee** who is entering into this Contribution Agreement with The Trust Manager and Trustee. The **Representative Payee** is acting on behalf of Beneficiary as his or her legal Representative for Beneficiary's Supplemental Security Income and Social Security benefit payments. *Attach a copy of letters or notices from the Social Security Administration designating the Representative Payee and showing the benefits for which the Representative Payee is responsible.*
3. The **Name** of the Sub-Account is the _____ *[Enter Beneficiary's Name]* Representative Payee Sub-Account in the WisPACT Trust I (the "Trust"). The Sub-Account may be referred to in any document transferring assets to the Sub-Account by its name, account number, or as "WisPACT Trust I Rep. Payee for the sole benefit of *[NAME OF BENEFICIARY]*" or similar language.
4. The **Trustee** is Associated Trust Company, N.A., or its successor who is named by the Trust Manager under WisPACT Trust I.
5. The **Trust Manager** is WisPACT, Inc., a nonprofit corporation and public charity, or its successor.
6. All property added to Sub-Account, now or in future, will be only that accumulated from Beneficiary's Supplemental Security Income or Social Security benefits, all of which will be subject to retention and/or payback upon the Beneficiary's death. No other assets may be placed in this Sub-Account. The property cannot be refunded but may be transferred to another irrevocable trust under Article XIV of WisPACT Trust I. Upon funding this Sub-Account becomes irrevocable and may not be amended by the Creator except as to the designation of Advisor as provided in Article IV of WisPACT Trust I.
7. A copy of this page and the signature page may be used as a Certificate of Trust.

B. Designations.

1. The **Sub-Account Beneficiary's** information: Address, Phone No./E-mail

Name _____

Date of birth _____

Soc. Sec. No. _____

2. **Nature of Beneficiary's Disability.** Check all that apply:

- | | |
|--|--|
| <input type="checkbox"/> CI (Cognitive Impairment) | <input type="checkbox"/> MH (Mental Health Disability) |
| <input type="checkbox"/> DD (Developmental Disability) | <input type="checkbox"/> SD (Sensory Disability) |
| <input type="checkbox"/> PD (Physical Disability) | <input type="checkbox"/> Other _____ |

Specific diagnoses: _____

Did the disability begin before age 22? Yes No

Is the disability expected to be permanent? Yes No

3. The **Sub-Account Creator** and **Applicant** is **Beneficiary's Representative Payee** who is completing and signing this document. The **Representative Payee's** information is:

Institutional Representative Payee Name: _____ Address, Phone No./E-mail

Individual's Name _____

For Rep. Payees who are persons.

Date of birth: _____

Soc. Sec. No. _____

4. The **Advisor** is an interested and knowledgeable person or organization who receives information and advises the Beneficiary, Trustee and Trust Manager under Article IV of WisPACT Trust I. The Trustee may limit the number of actively serving Advisors to one at a time. *Designate the Advisor and Successors below. Prospective designee(s) should be willing to serve.*

NAME OF INITIAL ADVISOR: _____	Address, telephone number and e-mail _____
_____	_____
_____	_____

In the event that Advisor 1 is unable to serve, the Sub-Account Creator appoints the following individuals in the order named to serve as Successor Advisors.

NAME OF SUCCESSOR ADVISOR 2: _____	NAME OF SUCCESSOR ADVISOR 3: _____
Address, telephone number and e-mail _____	Address, telephone number and e-mail _____
_____	_____
_____	_____

If none of the above are willing or able to serve as Advisor, additional Successors may be named by written amendment as provided in Article IV of WisPACT Trust I.

ARTICLE II
Disposition of Assets Upon Death of Sub-Account Beneficiary

- A. **Definitions.** For purposes of this Article II the following terms shall have the following meanings:
1. **"Payback Amount"** means the amount of total Medical Assistance benefits paid on behalf of the Beneficiary under a State Plan by any State that provided Medicaid benefits to Beneficiary under Title XIX of the Social Security Act.
 2. **"Remaining Amount"** means the maximum amount from this Individual Sub-Account that may be held in the Retained Fund upon the death of the Beneficiary as provided in Article XIV of WisPACT Trust I.
 3. **"Retained Amount"** means the part of the Remaining Amount that is kept in the WisPACT Trust I Retained Fund.
 4. **"Rest"** means the part of the Remaining Amount not kept in the WisPACT Trust I Retained Fund.
- B. **Retained Amount.** Upon Beneficiary's death, the Trustee shall proceed as follows:
1. If none of the **Remaining Amount** would be left over after paying the **Payback Amount**, ALL of the **Remaining Amount** shall become the **Retained Amount** held in the WisPACT Trust I Retained Fund and shall be administered and distributed as provided in Article VIII of WisPACT Trust I. If, under Board policy, any portion is to be distributed to local agencies immediately upon its transfer to the Retained Fund, it will be distributed to agencies paying for or directly providing services to Beneficiary in his or her last Wisconsin county of residence.
 2. If some of the **Remaining Amount** would be left over after paying the **Payback Amount** NONE of the **Remaining Amount** shall be held in the Retained Fund, and ALL of the **Remaining Amount** shall be distributed as the **Rest** under Article II.C. below.
- C. **Distribution of The Rest.**
The **Rest** that is not retained under Article II.B. shall be distributed as follows:
1. The Trustee shall first apply the **Rest** to payment toward the **Payback Amount**.
 2. After any payments under Article II.C.1. above, the Trustee, may, in its discretion, pay the Beneficiary's funeral, burial and related expenses.
 3. The Trustee shall distribute the amount left after payments under Article II.C.1. and 2. above, except as provided in 4. of this Article II.C., to the Beneficiary's heirs at law as provided for under ch. 852, Wis. Stats., for a probate estate not disposed of by the deceased's will. *Attach a list of the heirs at law.*
 4. The Beneficiary shall have the power to appoint by Will or by Trust, by specific reference to this power, the amount left, after payments under Article II.C.1. and 2., to a class of beneficiaries limited to the remainder beneficiaries and donees of specific gifts named in this Article II by Beneficiary as Sub-Account Creator, the Beneficiary's spouse, siblings and lineal and collateral descendants, including persons descended from Beneficiary's grandparents and persons related by adoption, and their spouses and descendants, and charities, for which IRC sections 170, 2055 or 2522 allow a charitable deduction, upon such terms and conditions, whether outright, in Trust or otherwise, as Beneficiary may choose. If the Beneficiary fails effectively to exercise this power of appointment, the amount shall be distributed as this Article II.C. otherwise specifies.
 5. Upon termination of the Sub-Account, distribution, unless otherwise disposed of under this Article II, shall be made to WisPACT, Inc., for the benefit of other people with disabilities.

Acknowledgments

The Sub-Account Applicant/Representative Payee or the Beneficiary's Guardian/Conservator/Agent under Durable Power of Attorney have read and understand the terms of WisPACT Trust I and this Contribution Agreement - Application. Each person initialing below acknowledges that he or she has been advised that:

Beneficiary Applicant *Initial below:*

_____ _____ Applicant, agrees to and assumes the responsibility to explain WisPACT Trust I, the Contribution Agreement - Application and these acknowledgments to Beneficiary or Beneficiary's Guardian/Conservator/Agent under Durable Power of Attorney unless the

Beneficiary's Guardian/Conservator/Agent under Durable Power of Attorney also initials these acknowledgments and signs below.

_____ Neither WisPACT, Inc., nor Associated Trust Company, N.A. can act as the Applicant's or Beneficiary's attorney or give him or her legal or tax advice. WisPACT, Inc. strongly recommends that the Applicant and Beneficiary seek independent advice as to the legal, tax, and public benefits effects of this trust. Advice should be sought from an attorney experienced in estate planning for people with disabilities at the time this application is completed. *The attorney consulted by the Sub-Account Applicant or Beneficiary must sign at the end of this application.*

_____ The Contribution Agreement - Application is a binding legal document that, upon funding, creates an irrevocable trust, and that property accepted by the Trustee cannot be refunded or used in any way not permitted by WisPACT Trust I.

_____ Fees for this WisPACT Trust I Sub-Account are based on published schedules, that the persons initialing this acknowledgment have received a copy of the current fee schedule, a copy of which is attached, and understand that the Trustee will pay the fees to itself and WisPACT, Inc. from the Sub-Account, and that the Trustee and WisPACT, Inc. have the authority to revise the fees in future.

_____ The Trustee is a financial institution and is not licensed or skilled in the field of social services. The Trustee may rely upon WisPACT, Inc., or organizations or persons recommended by or who contract with WisPACT, Inc. to identify Beneficiary needs and plan for using the Sub-Account to help the Beneficiary. The Trustee may pay for these services from the Sub-Account. Neither the Trustee nor WisPACT, Inc., is liable for the failure to identify or address needs of the Beneficiary or for distribution recommendations and decisions made in good faith.

_____ The Board of WisPACT, Inc. selected and may remove the Trustee. This creates a potential conflict of interest for payments by the Trustee to WisPACT, Inc. or other organizations or persons recommended by or who contract with WisPACT, Inc. to provide goods and services to Sub-Account Beneficiaries. Neither the Trustee nor WisPACT, Inc. is liable to the Applicant, the Beneficiary, any heir, distributee, remainderman or other party for any act of self-dealing or conflict of interest.

_____ The Sub-Account should only contain assets that belonged to the Beneficiary before the transfer to the Sub-Account, and only those accumulated from Beneficiary's Supplemental Security Income or Social Security benefits which the Applicant Representative Payee is authorized to manage by the Social Security Administration.

_____ The assets deposited into the Sub-Account must be in a form acceptable to the Trustee and be free of liens and claims.

_____ If the Beneficiary's assets are to be transferred to this Sub-Account by a person other than the Beneficiary, the person making the transfer must have legal authority to do so.

_____ It is likely this Sub-Account will be treated as a grantor trust for tax purposes, so that both income held in the Sub-Account and income distributed for the Beneficiary may be counted as income of the Beneficiary for tax purposes.

_____ Laws, regulations and policies governing treatment of trust assets and distributions may change in the future, and their application to particular circumstances is not always clear. Neither the Trustee nor WisPACT, Inc. is liable for any loss due to creating the Sub-Account, its administration, or to distributions made in good faith.

If applicable, by initialing above and signing below, the Beneficiary or Beneficiary's other legal representative indicates his/her understanding of the documents and acknowledgments initialed above.

Signed: _____ Representative's Title: Guardian or Conservator
Sub-Account Beneficiary/Other Representative Agent under D.P.O.A.

The **Representative Payee** as Sub-Account Applicant hereby requests creation of a Sub-Account in WisPACT Trust I.

State of Wisconsin]
County of _____]

REPRESENTATIVE PAYEE'S SIGNATURE

ss.

This instrument was personally acknowledged and signed before me at _____ by _____ who appeared before me on _____, 20____.

Signed: _____
Sub-Account Applicant & Representative Payee

Notary Public, State of Wisconsin

Name: _____
My commission expires: _____.

Declaration of Attorney

I, a licensed attorney, represent
Check all that apply:

- the Applicant.
- the Sub-Account Beneficiary.
- the Sub-Account Beneficiary's Legal Representative.
- _____.

with respect to this Contribution Agreement - Application establishing a Sub-Account in WisPACT Trust I for Beneficiary. I have reviewed the WisPACT Trust I, the Contribution Agreement - Application as to form and content and discussed them with my client(s). I agree to file copies of these documents with government agencies as required for Public Benefits that Beneficiary is now or may be receiving in the future and provide evidence of same to WisPACT, Inc. and the Trustee and will continue my representation until a determination has been made about the effect of this Sub-Account on Beneficiary's Public Benefits after such documents have been filed and I will notify WisPACT, Inc. and the Trustee of any adverse ruling and timely appeal same.

Dated: _____ Firm: _____

By: _____

Print Name of Attorney:

Address, telephone number and e-mail:

Attorney Bar Number:

Signatures of Trust Manager and Trustee

Signed on behalf of WisPACT, Inc. this ____ day of _____, 20____.

WisPACT, Inc.

Signed By: _____

Title: _____

The appointment of trustee of this trust sub-account is accepted on this ____ day of _____, 20____.

ASSOCIATED TRUST COMPANY, N.A.

Signed By: _____

Title: _____