

**The Corporation of Guardianship, Inc., Umbrella Pooled Trust  
IRREVOCABLE JOINDER  
AGREEMENT**

This IRREVOCABLE JOINDER AGREEMENT is entered into by and between THE CORPORATION OF GUARDIANSHIP, INC., (Hereafter “COG” or “TRUSTEE”), and \_\_\_\_\_, (Hereafter “GRANTOR”), this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**A. Umbrella Pooled Trust and Joinder Agreement**

1. **Umbrella Pooled Trust.** The Corporation of Guardianship, Inc., created its Declaration of Umbrella Pooled Trust (Hereafter “Umbrella Pooled Trust”), on December 9, 2003, attached as Exhibit A, and incorporated herein by reference as if fully set out, in which COG a non-profit organization, is the designated Trustee. The Umbrella Pooled Trust is governed by the provisions of federal law, 42 U.S.C. §1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993, and by applicable state law not in conflict with the federal law. To the extent there is conflict between the terms of the Umbrella Pooled Trust and the governing laws, the laws and regulations shall control.
2. **Joinder Agreement.** This Joinder Agreement is COG’s authorized vehicle by which a court, parent, grandparent, legal guardian or individual may enroll and be approved for the creation and administration of a Trust sub-account under the Umbrella Pooled Trust.
3. **Irrevocability.** Both the Umbrella Pooled Trust and this Joinder Agreement are irrevocable.

**B. Enrollment in the Umbrella Pooled Trust / Adoption of Joinder Agreement Terms:**

By executing this Joinder Agreement, the undersigned GRANTOR hereby enrolls in COG’s Umbrella Pooled Trust as shown in the attached Exhibit A, and adopts this Joinder Agreement as detailed below.

**C. Trust Establishment:**

1. **Relationship of Person/Entity Establishing the Trust to the Trust Beneficiary:**

Select One: Self / Parent/ Grandparent/ Legal Guardian/ Court

2. **Contact Information for Person/Entity Establishing the Trust:**

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

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Address: \_\_\_\_\_

Phone: \_\_\_\_\_

- 3. Required Documentation.** Please provide any court order establishing the trust and/or other documentation indicating a person's legal relationship to the beneficiary sufficient to establish the trust. For example: Letters of Guardianship/Conservatorship, birth certificates, etc. If you have any questions about what documentation is required, please contact COG.

**D. Grantor / Beneficiary Information:**

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

Address \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**E. Legal Representative, if not Beneficiary:**

**1. Relationship to Beneficiary:**

Select One: Legal Guardian / Attorney-in-Fact / Not Applicable

**2. Contact information for Legal Representative:**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

- 3. Required Documentation.** Documentation of legal authority to act on behalf of the beneficiary, such as Durable Power of Attorney, Guardianship/Conservator appointment paperwork, or birth certificate is required. If you have any questions about what documentation is required, please contact COG.

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**F. Source and Amount of Trust Sub-Account Initial Funding:**

Select One: Personal Injury Litigation / Inheritance / Other: \_\_\_\_\_

Approximate amount of initial funding: \$\_\_\_\_\_.

**G. Trust Sub-Account Distributions to Beneficiary:**

Distributions of principal and income from the Trust sub-account will be made to the Beneficiary in COG's discretion pursuant to the terms of the Umbrella Pooled Trust.

**H. Distributions of Funds Remaining in the Trust sub-account upon its Termination:**

1. This Trust sub-account, funded with the GRANTOR's funds, must comply with 42 U.S.C § 1396p(d)(4)(C) in that assets remaining in a Trust sub-account at its termination may be retained by COG. To the extent COG does not retain all of the remaining funds in the Trust sub-account, any assets remaining in the Trust sub-account are subject to a reimbursement claim by the State for any Medicaid benefits paid on the Beneficiary's behalf
2. Upon the termination of this Joinder Agreement and the Trust sub-account, distributions shall be made to the following individuals or entities:
  - a. First, unless otherwise limited by law, COG may retain 100% of the funds remaining in the Trust sub-account at the termination of the joinder agreement. If retention is limited by law, COG may retain the maximum amount allowed by law.
  - i. Alternatively, in its sole and absolute discretion, COG may elect to retain less than 100% of the funds remaining in the trust sub-account or the maximum amount allowed by law. For example, COG may choose to retain such remaining funds based on the following "alternative" retention schedule:

<b>Years of Service as Trustee</b>	<b>Percentage of Remaining Funds</b>
Up to 1 year	20%
1-2 years	30%
2-3 years	40%
3-4 years	50%
4 or more years	100%

- ii. In the event COG chooses to retain less than 100% of the funds remaining in the sub-account or the maximum amount allowed by law, it is not bound

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by this or any other “alternative” retention schedule. COG may retain a larger or smaller percentage of the funds remaining in the Trust sub-account, in its sole and absolute discretion, to the extent such retention is not prohibited by law.

Grantor’s Initials \_\_\_\_\_

- b. Second, if COG retains less than 100% of the funds remaining in the Trust sub-trust account balance, The Corporation of Guardianship, Inc. shall repay Medicaid an amount up to that amount remaining in the sub-account. However, the amount paid to Medicaid shall not be more than the total amount of medical assistance paid on behalf of the Beneficiary, and in no event shall the amount be greater than the minimum amount required by law to satisfy any claim Medicaid may have against the remaining sub-trust assets.

Grantor’s Initials \_\_\_\_\_

- c. Third, after any retention by COG and any payment to Medicaid, all remaining funds, if any, shall be distributed in accordance with any limited power of appointment exercised by the Grantor (as stated in Article 5 of the Umbrella Pooled Trust). In the event no will, codicil, or other limited power of appointment document is presented to the Trustee within 60 days of the Beneficiary’s death, the remaining trust assets shall be retained by COG.

Grantor’s Initials \_\_\_\_\_

**I. Fees:**

GRANTOR agrees to pay TRUSTEE all fees in accordance with its published fee schedule, which is attached to this Joinder Agreement as Exhibit B and which may be amended from time to time.

**J. Acknowledgments By Grantor/Beneficiary:**

1. GRANTOR acknowledges that he or she has been advised to have The Corporation of Guardianship, Inc. Umbrella Pooled Trust reviewed by his or her own attorney prior to the execution of this Joinder Agreement and that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of the Umbrella Pooled Trust and this Joinder Agreement.
2. GRANTOR acknowledges and agrees that the TRUSTEE may conclusively rely upon the Beneficiary or his/her Legal Representative to identify and apply to programs that may be of social, financial, developmental or other assistance to Beneficiaries.

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3. GRANTOR acknowledges and agrees that the TRUSTEE, its agents and employees, as well as their agents' and employees' heirs and legal and personal representatives, shall not in any event be liable to any Grantor, Beneficiary, Establishor, or any other party for its acts as TRUSTEE so long as the TRUSTEE acts reasonably and in good faith.
4. GRANTOR recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and GRANTOR agrees that the TRUSTEE will not in any event be liable for any loss of benefits as long as the TRUSTEE acts reasonably and in good faith.
5. GRANTOR acknowledges that upon execution of this Joinder Agreement by the GRANTOR and the TRUSTEE, and the funding of the Trust sub-account for a Beneficiary, that the Umbrella Pooled Trust and this Joinder Agreement are irrevocable.
6. GRANTOR acknowledges that after the funding of the Trust sub-account, the GRANTOR shall have no further interest in and does thereby relinquish and release all rights in, control over, and incidents of interest of any kind or nature in and to the contributed assets and all income thereon.
7. GRANTOR represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by COG its agents or employees, in deciding to execute this Joinder Agreement.

IN WITNESS WHEREOF, the undersigned Grantor/Beneficiary has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms, and the TRUSTEE has accepted this Joinder Agreement, and both parties declare the Joinder Agreement to be effective as of the date first above written.

(Remainder of this page intentionally left blank)

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**ACKNOWLEDGMENT BY GRANTOR / BENEFICIARY**

By: \_\_\_\_\_, Grantor / Beneficiary\_\_

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, Grantor/Beneficiary, with whom I am personally acquainted or who proved to me on satisfactory evidence to be the person who executed the foregoing instrument, and who acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Printed/Typed Name

My Commission Expires:\_\_\_\_\_

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**ACCEPTANCE BY TRUSTEE**

The Corporation of Guardianship, Inc., as Trustee

By: \_\_\_\_\_  
DORIAN SYLVESTER, Executive Director

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STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

On \_\_\_\_\_, 20\_\_ personally appeared before me, DORIAN SYLVESTER, who acknowledged that she is the Executive Director of The Corporation of Guardianship, Inc., and is authorized to execute this instrument accepting the position of Trustee.

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Printed/Typed Name

My Commission Expires: \_\_\_\_\_