

Trust sub-account number: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_

*These Blanks to be Completed by the Trustee version 3.4*

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## **GUARDIAN POOLED TRUST JOINDER AGREEMENT**

*This is a legal document. You are encouraged to seek independent, professional advice before signing this document.*

The undersigned Grantor, in consideration of the mutual covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Guardian Pooled Trust (the “Trust”), executed by the Guardian Trust Foundation, Inc. (the “Trustee”) with principal offices located at 901 Chestnut Street, Suite C, Clearwater, Florida 33756, (800) 669-2499, and dated May 21, 2015 establishing the Trust and amended on August 24, 2015 and on August 12, 2016, which is attached as Exhibit “A” and incorporated into this document by reference. The effect of joining the Trust through this Guardian Pooled Trust Joinder Agreement (the “Agreement”) shall be to establish a Trust sub-account for the sole and exclusive use of the Beneficiary designated on Exhibit “B”. This Agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee exclusively to the Beneficiary, the Beneficiary’s heirs or assigns.

### **Article 1 Definitions**

Terms used in this Agreement shall have the same meanings as set forth in the Trust annexed as Exhibit “A” except that the term Trustee used herein shall include the Trustee and the Co-Trustees.

### **Article 2 Distributions From Trust Sub-account During Life of Beneficiary**

The Grantor acknowledges that upon signing this Agreement and funding the Beneficiary’s Trust sub-account that the Beneficiary’s Trust sub-account is funded with only the assets and/or income of the Beneficiary, and that the Grantor shall have no further interest in and does thereby relinquish and release all rights of control over and all incidents of ownership in the contributed assets and any income thereafter generated by the contributed assets. Distributions from the Beneficiary’s Trust sub-account may be made during the life of the Beneficiary in accordance with the provisions of Trust and detailed further as follows:

- 2.01 Trust sub-account. While the Beneficiary is living, the Beneficiary’s Trust sub-account will be administered solely for the benefit of the Beneficiary according to the Trust. Such account may be pooled for investment and management purposes. This trust is not an investment, though it will be conservatively invested in

accordance with fiduciary standards. There are no particular investments being promoted by this trust.

2.02 Request by Grantor Regarding Use of Funds. The Grantor recognizes that all distributions from a Beneficiary's Trust sub-account are at the Trustee's sole discretion. While recognizing that the Trustee will make distributions only for the Beneficiary's supplemental needs and supplemental care, the Grantor may, and is encouraged to, express desires as to how assets in the Trust sub-account might be used on behalf of the Beneficiary during the Beneficiary's lifetime.

2.03 Government Assistance Notice. The Beneficiary, or the Beneficiary's legal representative, must notify the Trustee whenever the Beneficiary:

- 2.03.1 applies for government assistance;
- 2.03.2 has an application for government assistance approved;
- 2.03.3 has an application for government assistance denied; or
- 2.03.4 has government assistance terminated.

Notice under this Agreement must be made in writing, to the Trustee, at such address as the Trustee may designate. Notice must be made within 5 (five) days of the event requiring notice. The Trustee shall not be held liable for making disbursements which result in a reduction of government assistance, a termination of government assistance, or ineligibility for government assistance when the Trustee did not have actual notice of such government assistance, or other circumstances giving rise to such termination, reduction, or ineligibility, at the time such disbursements were requested or made. Furthermore, if a Beneficiary or the Beneficiary's representative waives such liability in a signed writing as a condition to receiving a disqualifying distribution, the Trustee shall likewise not be held liable for the results of the distribution.

### **Article 3 Distributions Upon the Beneficiary's Death**

Any assets that remain in the Beneficiary's Trust sub-account at the Beneficiary's death shall be administered as set forth in Article 6 of the Declaration of Trust.

### **Article 4 Administrative Fees**

The sub-account will be charged an annual administrative fee according to the published fee schedule in effect at the time services are rendered, payable in advance at the beginning of the period. This fee will include the services of the Trustee, investment advisor and all other expenses incurred in the operation of the trust. The Trustee may employ the services of individuals or for-profit entities, in accordance with federal policy, but all managerial control will be maintained by the non-profit association. There are no additional fees for these contracted services.

**Article 5**  
**Miscellaneous Provisions**

- 5.01 Qualification for Programs. Grantor acknowledges the Trustee has no duty to seek out programs of government assistance for the Beneficiary. Grantor and legal representatives of the Beneficiary will identify programs that may be of social, financial, developmental or other assistance to the Beneficiary and pursue qualification on behalf of the Beneficiary.
- 5.02 Irrevocability. This Agreement is irrevocable.
- 5.03 Indemnification. The Grantor agrees to indemnify and hold harmless the Trustee, its agents and employees, for actions taken on behalf of the Beneficiary so long as the Trustee acted reasonably and in good faith. Grantor recognizes and acknowledges the uncertainty and changing nature of laws, regulations, policies and procedures relating to government assistance and the Trustee will not in any event be held liable for any loss of benefits as long as the Trustee acted in good faith.
- 5.04 Tax Treatment. The Grantor acknowledges that the Trustee has made no representations to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise. The Grantor acknowledges that the Trustee has made no representations as to the gift or income tax consequences affecting funds contributed to the Trust. The Trust sub-account income may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended. The Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes may be payable directly from the Trust sub-account causing such taxation.
- 5.05 Governing Law. This Agreement is created and shall be construed under the laws of the State of Florida and of the United States of America.
- 5.06 Full and Complete Disclosure. The Grantor recognizes that the Grantor must provide complete and accurate information regarding the Grantor and the Beneficiary at all times. Any change in circumstances that might affect the Beneficiary, this Trust, the duties of the Trustee as those duties pertain to the Beneficiary, including the death of a Beneficiary, must be reported as soon as possible. Grantor acknowledges that the Trustee will administer the Trust for the Beneficiary based on information that the Grantor provides.
- 5.07 Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with attached Exhibits and any Addendums to this Agreement, which are incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Agreement, and signed by the parties.
- 5.08 Opportunity to Seek Legal Counsel. The Grantor hereby acknowledges that the Grantor has reviewed this Agreement and fully understands its terms; has been advised to, and has been given the opportunity to, seek the advice of legal counsel

concerning this Agreement; agrees to be bound by the terms of this Agreement; and is not executing this Agreement because of any promises, covenants or representations other than those contained in this Agreement and the Trust.

- 5.09 Severability. The invalidity or unenforceability of any provision of this Agreement, or the application thereof to any person or circumstance, in any jurisdiction shall in no way impair, affect or prejudice the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, or the application thereof to other persons and circumstances, in any other jurisdiction.
- 5.10 Headings. The headings, titles, and subtitles herein are inserted solely for convenient reference and shall be ignored in any construction hereof.

**THE REST OF THIS PAGE IS INTENTIONALLY  
LEFT BLANK**

IN WITNESS WHEREOF, the undersigned Grantor has signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and **the Trustee has accepted and signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (to be completed by Trustee).**

GRANTOR'S SIGNATURE

WITNESS SIGNATURES (2)

\_\_\_\_\_  
Grantor Signature

1. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Grantor Printed Name

\_\_\_\_\_  
Witness 1 Printed Name

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

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

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness 2 Printed Name

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ who  is personally known by me, or who  produced \_\_\_\_\_ as identification.

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

**Guardian Trust Foundation, Inc.**

**WITNESS SIGNATURES (2)**

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

1. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

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

Address:  
Guardian Trust Foundation, Inc.  
901 Chestnut Street, Suite C  
Clearwater, FL 33756

Address:  
901 Chestnut Street, Ste. C  
Clearwater, FL 33756

2. \_\_\_\_\_  
Witness Signature

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

Address:  
901 Chestnut Street, Ste. C  
Clearwater, FL 33756

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced \_\_\_\_\_ as identification.

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

EXHIBIT “A”

**DECLARATION OF TRUST GOES HERE**

EXHIBIT "B"  
GRANTOR AND BENEFICIARY INFORMATION

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**Grantor Information**

**Any of the following are able to execute this agreement:  
Parent, Grandparent, Guardian, Power of Attorney, Court or Beneficiary directly**

Grantor Name:  Mr./ Ms. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (day) number: \_\_\_\_\_ Cell number: \_\_\_\_\_

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

Relationship To Beneficiary: \_\_\_\_\_

How should we deliver the Welcome Packet?     **Mail**     **Email**

**Pooled Trust Beneficiary Information**

Beneficiary Name:  Mr./ Ms. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (day) number: \_\_\_\_\_

Social Security # \_\_\_\_\_

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

Medicaid Number (if any): \_\_\_\_\_

*If the Beneficiary is a Minor, please provide:*

Mother's Name: \_\_\_\_\_ SS# \_\_\_\_\_

Father's Name: \_\_\_\_\_ SS# \_\_\_\_\_



If the Beneficiary has a legal representative (such as a legal guardian, conservator, representative payee, power of attorney or other agent) please provide the following information (if same as Grantor, please indicate):

Name:  Mr./ Ms. \_\_\_\_\_

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

Telephone: (day)\_\_\_\_\_ (cell)\_\_\_\_\_

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

Relationship: \_\_\_\_\_

What is the Beneficiary's disability? Also, if the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

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Does the trust beneficiary have an ABLE Account?  YES  NO

Does the trust beneficiary own a home?  YES  NO

If yes, please provide the address:

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Does the trust beneficiary own a vehicle?  YES  NO

Is the trust beneficiary married?  YES  NO

If yes, please provide the spouse's name: \_\_\_\_\_

Does the beneficiary have minor children?  YES  NO

If yes, please provide their names and dates of birth:

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**Government Assistance**

**Type and Amount of Monthly Income**

(Please include a copy of the most recent Award Notice from Social Security or state Medicaid Agency)

Social Security Retirement..... Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

Social Security Disability Insurance (SSDI)..... Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

Disabled Adult Child (DAC) or Childhood Disability Benefits (CDB) Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

Supplemental Security Income (SSI) ..... Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

Will the Pooled Trust be utilized in lieu of an Income Trust for eligibility purposes? Yes \_\_\_\_\_ No \_\_\_\_\_

**Government Assistance Programs**

Institutional Care Program (ICP) or Statewide Medicaid Managed Care Program for Long Term Care (SMMC-LTC) (Nursing Home and Long Term Care)..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

Home or Community Based Medicaid Waiver Programs... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

PACE..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

Medically Needy Program..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

Statewide Medicaid Managed Care Managed Medical Assistance (SMMC-MMA)..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

Optional State Supplementation (OSS)..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

Food Assistance..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

Veteran's Benefits..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_  
(Aid and Attendance)

**(Circle One)** Qualified Medicare Beneficiaries (QMB), Special Low-Income Medicare Beneficiaries (SLMB) or Qualifying Individuals 1 (QI1)..... Yes \_\_\_\_\_ No \_\_\_\_\_ Applying for \_\_\_\_\_

List **any other** source of income or government assistance that the Beneficiary receives, has applied for, or has been denied, including approximate dates:

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### Insurance Information

If the Beneficiary is covered under any policy of health care insurance other than Medicaid, please provide the following:

Insuring Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

If the Beneficiary is covered under any prepaid funeral or burial policy or insurance, please provide the following:

Company: \_\_\_\_\_

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

\_\_\_\_\_

Policy Number: \_\_\_\_\_

**We strongly suggest prepaying for funeral or burial arrangements as the Trust cannot pay for these expenses after the death of the Beneficiary.**

### Your Attorney

Name:       Mr./ Ms. \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

EXHIBIT "C"

DESIRES OF GRANTOR FOR USE OF DISTRIBUTIONS FROM TRUST  
SUB-ACCOUNT DURING LIFE OF BENEFICIARY

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Please be as thorough as possible when completing this section.  
This information is very important when authorizing requests for distributions.

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- A) Please explain how you would like to see assets in the Beneficiary's Pooled Trust sub-account used to improve the Beneficiary's quality of life. We may require a spending plan under certain circumstances. If so, we will let you know.  
Please note that you will NOT be limited to only those items or services listed here.

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- B) If possible, please provide the name and address of anyone who can be consulted if reassessing the Beneficiary's supplemental needs becomes useful or necessary in the future. Examples might include family members, a care manager, or even a care management company.  
*Please indicate whether you would like for each person to be able to request distributions.*

Name:  Mr./ Ms. \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions:    **YES**       **NO**

Name:  Mr./ Ms. \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions: **YES**  **NO**

Name:  Mr./ Ms. \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions: **YES**  **NO**

Name:  Mr./ Ms. \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions: **YES**  **NO**

## Exhibit “D”

### Proof of Grantor’s Status to Establish Trust on Behalf of Beneficiary

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Under current law, only the Beneficiary, or the Beneficiary’s agent under a power of attorney with specific authority, parents, grandparents, legal guardian, or a court may establish the Trust on behalf of the Beneficiary. If you are anyone other than the Beneficiary, then please include documents that verify that you fall within one of these permissible categories.

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#### **ALL GRANTORS MUST PROVIDE A PHOTOCOPY OF THEIR DRIVER’S LICENSE OR OTHER PHOTO IDENTIFICATION**

The list below illustrates the types of documents that must be submitted to establish the Grantor’s relationship to the Beneficiary or the status to contribute to the Trust.

- |                                |  |
|--------------------------------|--|
| 1. Beneficiary as the Grantor. | We only need a copy of the Photo I.D.  |
| 2. Parent(s) as Grantors.      | A copy of the Grantor’s Photo I.D. and a copy of your son or daughter’s birth certificate.   |
| 3. Grandparent(s) as Grantors. | A copy of the Grantor’s Photo I.D. and a copy of your son or daughter’s birth certificate and a copy of your grandchild’s birth certificate.               |
| 4. Legal Guardian as Grantor.  | A copy of the Grantor’s Photo I.D. and a copy of your Letters of Guardianship and a copy of the Court Order authorizing you to sign the Joinder Agreement. |
| 5. Court as Grantor.           | A copy of the Grantor’s Photo I.D. and a copy of the Court Order requiring ( <b>not authorizing</b> ) the establishment of the Trust account.              |
| 6. Power of Attorney           | A copy of the Grantor’s Photo I.D. and a copy of the Power of Attorney document for the Beneficiary.   |

The documents listed above are examples only. Any document that clearly establishes the Grantor’s relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient.

## Exhibit "E"

### Understanding Regarding Legal Advice and Distributions from Trust

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Please **initial each item** and **sign** below to acknowledge an understanding that:

- \_\_\_\_\_ Neither the Non-Profit Trustee, the Co-Trustees, nor any of their employees or agents, have offered or given me any legal advice regarding the Joinder Agreement or the Trust, the suitability of the Joinder Agreement or the Trust as it may apply to my individual circumstances or to the individual circumstances of the Beneficiary. I have been encouraged to, and have had a full, complete, and fair opportunity to, seek independent tax and legal counsel, and I understand that if a Power of Attorney document was used to execute this Joinder Agreement, no legal opinion has been given by the Trustees or any of their employees or agents regarding the validity or acceptance of such document by any governmental agency;
- \_\_\_\_\_ I understand there will be limitations on how funds may be utilized, including the fact that no payments may be made directly to a Beneficiary and all distributions must directly benefit only the Beneficiary (no gifting);
- \_\_\_\_\_ I understand that debts incurred prior to the establishment of the pooled trust may not be approved/paid. Please consult with your attorney about satisfying all debt prior to the establishment of the Trust;
- \_\_\_\_\_ Each request for a distribution must be accompanied by a Distribution Request Form (provided in the Welcome Packet) and a bill, receipt and/or proof of payment for the expenditure that solely benefits the Beneficiary;
- \_\_\_\_\_ No distributions may be made after the death of a Beneficiary, including funeral or cremation expenses and I have been advised to prearrange for these services;
- \_\_\_\_\_ If the Beneficiary is receiving Supplemental Security Income (SSI) there will be additional restrictions regarding distributions which will be detailed in the Welcome Packet;
- \_\_\_\_\_ If I request that an individual is to be paid for services rendered to the Beneficiary, and the individual providing these services is not in the routine business of providing such services, the individual will be paid through a third-party employment service at no additional cost to the Beneficiary;
- \_\_\_\_\_ I understand that the funds in the pooled trust are conservatively invested. There are risks involved with investing which may include market fluctuation and possible loss of principal value.
- \_\_\_\_\_ I have read and agree to the fee structure outlined on page 16 (Exhibit "F") of the Joinder Agreement.

Dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Grantor

## Exhibit “F”

### Administrative Fees and Procedure

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1. Administrative Fee. There is a one-time \$500 enrollment fee which will be deducted from the initial deposit. The account will also automatically be charged an annual administrative fee which shall encompass all costs to administer the trust sub-account including but not limited to Trustee services, investments and accounting, paid in advance, based on the following schedule:

1.5 %	Greater than \$500,000
2.25 %	\$250,000 - \$500,000
3.0 %	Less than \$250,000

- a. Subsequent deposits will be assessed an administrative fee corresponding to the account balance at the time the deposit is made.
  - b. Upon the death of a Beneficiary, any amounts that remain in that Beneficiary’s Trust sub-account shall be retained by the Trust.
  - c. To the extent that any remaining Trust property is not retained by the Trust, such property must be distributed to each State(s) from such remaining amounts in the account an amount equal to the total amount of medical assistance paid on behalf of the individual under the State Medicaid plan(s).
2. Submission. Please scan and email the completed Joinder Agreement and supporting documents outlined on Page 14 to **Info@guardiantrusts.org** or fax to (727) 754-5948.

Funding checks for the Beneficiary’s pooled trust account can be mailed to our office at:

Guardian Pooled Trust  
901 Chestnut Street, Suite C  
Clearwater, FL 33756

**Please make check payable to: Guardian Pooled Trust.**

**Place the Beneficiary’s name in the memo section of the check.**

Electronic deposit instructions can be obtained by calling the office at (727) 210-1185. Please note that we can only accept liquid assets/cash into the Guardian Pooled Trust.

3. Welcome Packet. Upon acceptance into the Guardian Pooled Trust the Grantor will receive a receipt and Welcome Packet containing a copy of the fully executed Joinder Agreement for use in properly reporting the establishment of the Trust sub-account by the Grantor to the appropriate government agency(ies), as well as additional instructions for requesting distributions and blank Distribution Request Forms.