GRANTOR AGREEMENT - A

(Remainder of Assets Retained by Trust)

The undersigned Grantor hereby establishes a Trust Sub-Account under the Pooled Disability Trust of Community Provider Network of Rhode Island dated September 17, 2009 as amended from time to time (the "Trust"), in the initial sum of

$ _____

1. Name of Grantor: _____

2. Address: _____

_____

3. Telephone Number: _____

4. Date of Grantor Agreement: _____

5. Name of Beneficiary: _____

Social Security Number: _____ DOB: _____

6. Address of Beneficiary: _____

_____

7. Relationship of Grantor to Beneficiary: _____

8. If the Beneficiary is a minor, what is the name and address of the legal custodian?

Custodian's Name: _____

Address: _____

9. If the Beneficiary has a legal representative (e.g., guardian, conservator, representative payee, power of attorney), what is the name, address, and relationship to the Beneficiary? Include relevant documentation.

Name: _____

Address: _____

Relationship: _____

10. Person(s) responsible for authorizing disbursements and receiving financial statements:

Name: _____ Address: _____

_____

Home Phone Number: _____

Work Phone Number: _____

Cell Phone Number: _____

E-mail Address: _____

Relationship: _____

Name: _____ Address: _____

_____

Home Phone Number: _____

Work Phone Number: _____

Cell Phone Number: _____

E-mail Address: _____

Relationship: _____

Name: _____ Address: _____

_____

Home Phone Number: _____

Work Phone Number: _____

Cell Phone Number: _____

E-mail Address: _____

Relationship: _____

11. Alternate (only if above is no longer serving in this capacity.)

Name: _____ Address: _____

_____

Home Phone Number: _____

Work Phone Number: _____

Cell Phone Number: _____

E-mail Address: _____

Relationship: _____

12. Does the Beneficiary receive Supplemental Security Income? ☐ Yes ☐ No

13. Does the Beneficiary receive Social Security? ☐ Yes ☐ No

14. If the Beneficiary receives Medicaid, what is the Medicaid care number?

_____

15. List all other forms of government assistance that the Beneficiary receives:

_____

16. If the Beneficiary is covered under any policy of health insurance, what is the insurer's name, address, and policy number?

Insurer: _____

Address: _____

Policy Number: _____

17. If the Beneficiary is covered under any prepaid funeral or burial insurance, what is the insurer's name, address, and policy number?

Insurer: _____

Address: _____

Policy Number: _____

18. What is the nature of the Beneficiary's disability? _____

If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

_____

What is the prognosis at this time? _____

19. Method or source of funding (check all that apply):

- ☐ The Trust sub-account is to be funded through an annuity purchased through a structured settlement and the Trustee of the Pooled Disability Trust of Community Provider Network of Rhode Island will be designated as primary beneficiary.

- ☐ A court order has been entered authorizing the Trustee of the Pooled Disability Trust of Community Provider Network of Rhode Island to receive $_____ in net personal injury proceeds. Please attach copy of order.

- ☐ A court order has been entered authorizing the guardian or conservator to transfer $_____ to the Pooled Disability Trust of Community Provider Network of Rhode Island from personal injury proceeds. (Guardian or conservator must sign as grantor and copy of court order must be provided.)

- ☐ The Beneficiary or their Power of Attorney (POA) authorizes and directs the sum of $_____ to be transferred to the Pooled Disability Trust of Community Provider Network of Rhode Island. (Beneficiary or POA must sign as grantor. If POA signs as grantor, documentation must be provided.)

- ☐ Other methods of funding. (Please describe in detail.)

_____

_____

_____

20. Distribution on the Beneficiary's death:

A. Funds remaining in the Trust sub-account are retained in the Trust for ultimate distribution for charitable purposes only. Beneficiary has no right to direct where these funds go.

21. Uses for which Trust sub-account distributions may be made:

A. The Trust sub-account will be administered for the benefit of the Beneficiary. Any non-support items that are required for maintaining a Beneficiary's good health, safety, and welfare may be provided for the benefit of the Beneficiary when, in the discretion of the Trustee, such requisites are not being provided by any public agency, office, or department of the state in which the Beneficiary lives or of the United States, or are not otherwise being provided by any other source of income available to that Beneficiary. The Grantor recognizes that all distributions are at the Trustee's sole discretion. With this in mind, the Grantor expresses the following desires as to how funds in the Trust sub-account might be used:

(i.) General supplemental needs shall include, but shall not be limited to, medical or nursing services not provided by programs of government assistance, supportive social services, education, training, case management services, private rehabilitative therapy, transportation, recreation, vacations or outings, telephone or television service, or other supplemental needs that will contribute to the good health, safety, and welfare of a Beneficiary.

(ii.) Specific supplemental needs requested for the beneficiary:

a. Equipment, medication, and/or services as specified in the individualized care plan.

b. Supplemental or incidental medical or dental expenses in excess of those provided to a person eligible for government assistance.

c. Training programs in excess of those provided to a person eligible for government assistance.

d. Monitoring or personal visits in excess of those provided to a person eligible for government assistance.

e. Personal items in excess of those provided to a person eligible for government assistance that do not result in a decrease in benefits.

f. Vacations and other trips in excess of those provided to a person eligible for government assistance.

g. Funeral arrangements using a funeral plan or insurance policy arranged antemortem for the Beneficiary.

h. Other (specify) _____

(iii.) Supplemental needs that should *not* be provided:

_____ _____

(iv.) Additional supplemental needs, including items of a similar nature to those specified above may be provided if approved by the Trustee.

22. By signing this Grantor Agreement, the Grantor hereby acknowledges:

A. That the signing of this document constitutes a legal agreement and that contributions to the Trust may have tax consequences. I have been advised to consult with my attorney and tax advisor before signing this Grantor Agreement.

B. That all contributions made to the Trust Sub-Account will be held and administered pursuant to the provisions of the Trust. The provisions of the Trust are incorporated herein by reference. I have been given the opportunity to review a copy of the Trust prior to signing this Grantor Agreement.

23. **Conflict of Interest.** By signing this Grantor Agreement, the Grantor hereby acknowledges that a potential conflict of interest exists in the administration of the Trust. The Trustees of the Trust are appointed by Community Provider Network of Rhode Island which has a remainder interest in the Trust Sub-Accounts. In the administration of the Trust, the Trustees are permitted to disburse Trust funds, and anticipate making such disbursements of Trust funds, to constituent agencies of Community Provider Network of Rhode Island on behalf of the Beneficiaries. I am aware of the existence of this potential conflict of interest and expressly waive any and all claims against the Trustees on account of self-dealing, conflict of interest or any other act.

24. **Management of Trust Sub-Account.** By signing this Grantor Agreement, the Grantor hereby acknowledges and agrees that Community Provider Network of Rhode Island and its agents will have sole responsibility for managing the Trust Sub-Account created hereunder.

25. **Services to Beneficiary.** By accepting this Grantor Agreement, the Trustees of the Trust hereby agree to arrange for the provision of the following services "Basic Services" to the Beneficiary:

- regular outreach with the Beneficiary
- guidance on Trust expenditures for quality-of-life enhancements

In addition, the Trustees will use Trust funds to pay for additional services as it, in its sole discretion, deems appropriate and affordable within the limits of the Beneficiary's Trust Sub-Account.

26. **Fees.** The Grantor hereby acknowledges and agrees that the following fees will be payable in connection with the Trust Sub-Account:

A. An opening fee of $300 shall be payable to the Community Provider Network of Rhode Island upon establishment of the Trust Sub-Account.

B. An annual management fee equal to two percent (2 %) of the average annual balance in the Trust Sub-Account shall be payable to Community Provider Network of Rhode Island.

C. An annual fee of $85 for the preparation of tax returns for the Trust Sub-Account shall be payable to the corporate custodian.

D. A closing fee of $50 will always be held in the beneficiary's sub-account and paid to Community Provider Network of Rhode Island upon sub-account closing.

E. Reasonable fees and expenses incurred by the Trustees in the administration or protection of the Trust Sub-Account, including but not limited to legal fees, accounting fees, and investment management fees, as they may arise.

27. Miscellaneous

A. Grantor agrees to be bound by all provisions of Pooled Disability Trust of Community Provider Network of Rhode Island, dated September 17, 2009, as it may be amended.

B. Grantor agrees that all fees shall be deducted from the Trust sub-account when due.

C. Taxes:

(i.) The Grantor acknowledges that Community Provider Network of Rhode Island has made no representation to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise.

(ii.) Trust sub-account income, whether paid in cash or distributed as other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions.

(iii.) Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the Trust sub-account.

D. The Trust administered by Community Provider Network of Rhode Island is a special needs pooled trust, governed by the laws of the State of Rhode Island, in conformity with the provisions of 42 USC § 1396p. To the extent there is a conflict between the terms of this Trust and the governing law as from time to time amended, the law shall control.

Executed under seal this day of _____

Month Day, Year

_____

Grantor

Accepted by the Trustees of Pooled Disability Trust of Community Provider Network of Rhode Island

_____

Trustee