

# GRANTOR AGREEMENT - B

## (Remainder of Assets to State and Named Beneficiaries)

The undersigned Grantor hereby establishes a Trust Account under Community Provider Network of Rhode Island (A Pooled Trust for Persons with Disabilities) dated September 17, 2009 as 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., legal, conservator, representative payee), what is the name, address, and relationship to the Beneficiary?

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: \_\_\_\_\_

(i.e. parent, sibling, other relative, Guardian,  
Conservator, Power of Attorney, Caseworker,  
Beneficiary, Representative Payee)

For Guardian, Conservator, Power of Attorney,  
Representative Payee, or other, please include  
documentation.

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: \_\_\_\_\_

(i.e. parent, sibling, other relative, Guardian,  
Conservator, Power of Attorney, Caseworker,  
Beneficiary, Representative Payee)

For Guardian, Conservator, Power of Attorney,  
Representative Payee, or other, please include  
documentation.

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

**12. Does the Beneficiary receive Social Security?** ☐ Yes ☐ No

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

\_\_\_\_\_

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

\_\_\_\_\_

- 15.** 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: \_\_\_\_\_

- 16.** 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: \_\_\_\_\_

- 17.** 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? \_\_\_\_\_

- 18.** 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 Community Provider Network of Rhode Island Pooled Disability Trust will be designated as primary beneficiary.

☐ A court order has been entered authorizing the Trustee of the Community Provider Network of Rhode Island Pooled Disability Trust 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 Trustee of Community Provider Network of Rhode Island Pooled Disability Trust from personal injury proceeds. (Guardian or conservator must sign as grantor.)

☐ The Beneficiary authorizes and directs the sum of \$\_\_\_\_\_ to be transferred to the Trustee Community Provider Network of Rhode Island Pooled Disability Trust. (Beneficiary must sign as grantor.)

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

\_\_\_\_\_  
\_\_\_\_\_

**19. Distribution on the Beneficiary's death:**

- A.** The Trustees shall disburse to the State of Rhode Island, and such other states where governing law requires reimbursement, all amounts remaining in the Trust sub-account up to that amount that is equal to the total medical assistance paid on behalf of the Medicaid applicant/recipient by the State of Rhode Island and such other states, if applicable, during the lifetime of the Medicaid applicant/recipient.
- B.** The rest, residue, and remainder, if any, shall be distributed to the following individuals or entities:

---

---

---

If no designation or if named beneficiaries not living then retained by trust.

- C.** If the total amount of Medicaid assistance paid on behalf of the Beneficiary under the State Medicaid Assistance Plan exceeds the remaining assets in the sub- account, any assets remaining in the Beneficiary's separate Trust Fund (sub- account) shall be deemed to be surplus Trust property and shall be retained by the Trustees and used, in their sole discretion in the furtherance of the charitable purposes of the Community Provider Network of Rhode Island Pooled Disability Trust, in accordance with the provisions of the Trust and applicable law.

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

- A.** The Trust sub-account will be administered for the benefit of the Beneficiary. Pending the final preparation of an individualized care plan established for 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 care plan established for the Beneficiary shall be incorporated by reference in this Grantor Agreement. 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: 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.** Birthday and holiday presents.
- g.** Vacations and other trips in excess of those provided to a person eligible for government assistance.
- h.** Funeral arrangements using a funeral plan or insurance policy previously arranged for the Beneficiary.
- i.** Other (specify) \_\_\_\_\_

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

\_\_\_\_\_

**(iv.)** Additional supplemental needs, including items of a similar nature to those specified above, that are specified in an individualized care plan established for the Beneficiary and updated from time to time may be provided if approved by Community Provider Network of Rhode Island.

**21.** 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 Account 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 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 received and reviewed a copy of the Trust prior to signing this Grantor Agreement.

**22. 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 initially appointed by Community Provider which has a remainder interest in the Trust 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.

**23. Management of Trust 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 Account created hereunder.

**24. 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 visits with the Beneficiary;
- guidance on Trust expenditures for quality-of-life enhancements;
- review of entitlements upon request
- service need evaluation and referral upon request
- service plan review and consultation with other providers.

The Trustees will arrange for a personal Advocate to oversee and coordinate the Basic Services for each Beneficiary.

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 Account. In arranging for the Basic Services and any additional services, the Trustees will be guided by the provisions of the Proposed Service Plan attached hereto, which has been developed in cooperation with the Grantor on behalf of the Beneficiary. The Proposed Service Plan is intended to provide guidance to the Trustees concerning the wishes of the Grantor, and does not in any way bind the Trustees or limit the discretion of the Trustees of the Trust pursuant to the Trust.

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

- A.** An annual management fee equal to one percent (1 %) of the average annual balance in the Trust Account shall be payable to Community Provider Network of RI.
- B.** An annual fee TBD for the preparation of tax returns for the Trust Account shall be payable to the corporate custodian.
- C.** Reasonable fees and expenses incurred by the Trustees in the administration or protection of the Trust Account, including but not limited to legal and accounting fees, as they may arise from time to time.

## 26. Miscellaneous

- A.** Grantor agrees to be bound by all provisions of Community Provider Network of Rhode Island Pooled Disability Trust, dated \_\_\_\_\_, as it may be amended.
- B.** Grantor agrees that all fees shall be deducted from the Trust 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 administrated by Community Provider Network of Rhode Island is a pooled trust, governed by the laws of the State of Rhode Island, in conformity with the provisions of 42 USC § 1396p, amended August 10, 1993, by the Revenue Reconciliation Act of 1993 and Section 15-14-409.9, CRS. 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 \_\_\_\_\_

\_\_\_\_\_  
Grantor

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

\_\_\_\_\_  
Trustee