



# The Rhode Island Pooled Trust

HELPING INDIVIDUALS WITH DISABILITIES SAFEGUARD THEIR FINANCIAL FUTURE

## GRANTOR AGREEMENT

(Supplemental Needs Trust – 3<sup>rd</sup> Party Funded)

The undersigned Grantor hereby establishes a Trust Account under Community Provider Network of Rhode Island (A Pooled Supplemental Needs Trust for Persons with Disabilities) 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: \_\_\_\_\_ D.O.B \_\_\_\_\_

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, \*\* For Guardian, Conservator, Power of Attorney, Representative Payee or other Representative Payee) 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, \*\* For Guardian, Conservator, Power of Attorney, Representative Payee or other Representative Payee) 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. Distribution on the Beneficiary's death:

A. The Grantor designates \_\_\_\_\_% (at least \_\_\_\_%) of the remainder of the Trust Account upon the death of the Beneficiary to Community Provider Network of Rhode Island.

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.

19. 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.

20. 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.

21. 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 Network of Rhode Island 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.

22. 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.

23. 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;
- service need evaluation and referral; and
- 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.

24. 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 the Community Provider Network of RI
- B. An annual fee equal to one percent (1%) of the average annual balance in the Trust Account shall, be payable to the corporate custodian.
- C. An annual fee **TBD** for the preparation of tax returns for the Trust Account shall be payable to the corporate custodian.
- E. 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.

25. Miscellaneous

- A. Grantor agrees to be bound by all provisions of Community Provider Network of Rhode Island Pooled 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 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 Trust

\_\_\_\_\_  
Trustee

\_\_\_\_\_