MISSISSIPPI DIVISION OF MEDICAID

HOME AND COMMUNITY BASED SERVICES WAIVER (HCBS) INCOME TRUST

THE _____ INCOME TRUST

WHEREAS, _____, hereinafter referred to as the Settlor, now has a monthly income that exceeds the current Medicaid income limits, and;

WHEREAS, Settlor's other assets have been exhausted by the expenses of the Settlor's care, and;

WHEREAS, the principal purpose of this Trust is to receive all income payments due Settlor, including Social Security benefits, retirement benefits, interest, dividends, or other income, and to allow the Trustee to expend for the benefit of the Settlor each month an amount equal to no more than $1.00 less than the then current Medicaid limit, with any excess income to be retained as a part of the Trust.

WITNESSETH:

This _____Income Trust Agreement is entered into between _____, "Settlor", and _____, "Trustee", who agree as follows:

(A) The Trustee shall place all income due the Settlor into the Trust, and the Trustee shall hold such income under the following terms and conditions:

1) Trustee shall distribute to the Settlor, or for Settlor’s benefit, any amounts allowed by the Division of Medicaid, but the total amount distributed each month shall not exceed an amount equal to $1.00 less than the then current Medicaid income limit.

2) At the time of each review of the Settlor’s Medicaid eligibility (at least annually) while this trust is in existence, the Division of Medicaid will notify the Trustee of the amount that should be accumulated in the trust.

3) The Trustee will then be requested to make payment of this amount to the Division of Medicaid up to the total amount expended by the Division of Medicaid on behalf of the Settlor that has not previously been repaid to Medicaid. Failure to make the requested payments may result in the loss of Medicaid eligibility for the Settlor.

4) This trust will terminate upon the death of the Settlor; when the Settlor's Medicaid eligibility is terminated; when the Settlor's income no longer exceeds the current Medicaid income limits; or when the trust is otherwise terminated. At that time, any income amounts accumulated but undistributed shall be paid over to the Division of Medicaid, State of Mississippi, up to the total amount expended by the Division of Medicaid on behalf of the Settlor that has not previously been repaid to Medicaid.

(B) When requested, the Trustee shall furnish to the Division of Medicaid, State of Mississippi, an annual accounting to show all receipts and disbursements of the trust during the prior calendar year.

(C) The Trustee shall maintain the trust funds on deposit in a federally insured banking institution.

(E) No Trustee shall receive a Trustee's fee for services rendered to the trust, however, reasonable bank charges will be allowed.

(F) The Trustee shall give written notice to the Division of Medicaid, State of Mississippi when the Settlor dies or when the trust is otherwise terminated.

(F) The provisions of this Trust shall be interpreted under the laws of the State of Mississippi.

The effective date of this trust shall be _____.

IN WITNESS WHEREOF, this _____ Income Trust Agreement

has been executed on this the _____ day of _____, 20___.

_____
Trustee

_____
Settlor

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on the

_____ day of _____, 20___, within my jurisdiction, the within named _____,

who acknowledged that (he) (she) executed the above and foregoing instrument.

_____
(NOTARY PUBLIC)
MY COMMISSION EXPIRES:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on the

_____day of _____, 20___, within my jurisdiction, the within named _____,

who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

_____

(NOTARY PUBLIC)
MY COMMISSION EXPIRES:

TRUSTEE INFORMATION:

NAME: _____ SSN: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

_____

RELATIONSHIP TO SETTLOR: _____