QUALIFIED INCOME TRUST

This Trust Agreement is made this _____, 2013, by _____ _____ _____ as Settlor ("Settlor"), and _____ _____ as Trustee ("Trustee"). THIS IS A QUALIFIED INCOME TRUST AS AUTHORIZED BY AMENDMENT TO 42 U.S.C. 1396(p)(d)(4)(B), KNOWN AS "OBRA '93." The trust shall be known as the "_____ _____ QUALIFIED INCOME TRUST."

FIRST: Trust Purpose. The purpose of this trust is to enable the Settlor, (also referred to herein as the "Beneficiary"), to qualify for Medical Assistance ("Medicaid"). In the administration of the trust, the Trustee shall do all acts necessary to establish and maintain the Beneficiary's eligibility for Medicaid.

SECOND: Trust Funding. Settlor hereby undertakes to convey and to transfer to the Trustee either (i) his/her entire Social Security, pension, and any other monthly income he/she may receive, or (ii) so much of his/her income as shall in any month exceed the prevailing Georgia Medicaid ICP "income cap", beginning with the monthly payments to be received on or about _____. (The Beneficiary's entire income presently consists of the payments set forth on Schedule "A", annexed hereto.) Such payments as are made into the trust from the Beneficiary's income shall constitute the trust fund. No other property shall be placed in the trust bank account (unless required by the banking institution where the trust's account is maintained, to avoid bank charges).

THIRD: Distributions During Beneficiary's Lifetime.

A. During the Beneficiary's lifetime, the trust fund shall be held, disposed of and administered by the Trustee so that all of the income placed in the trust each month is disbursed by the Trustee in accordance with federal law and Georgia law and administrative regulations which presently provide that (1) all of the income placed in the trust be disbursed in the month received, and (2) that the only disbursements from the trust shall be for (a) the Beneficiary's "personal needs allowance" as amended from time to time, (b) a spousal allocation in favor of a community spouse, if any, (c) payment to the nursing home provider, if Beneficiary is institutionalized, (d) bank fees, and (e) medical expenses not subject to third-party payment.

FOURTH: Irrevocability. The trust shall be irrevocable. The Trustee shall have the right to amend the trust, by instructions in writing, only with respect to: identity of the Trustee or the naming of a Successor Trustee; and amendments relating to administrative and procedural matters, and for the purpose of conforming the provisions hereof to prevailing law, and administrative and judicial interpretations thereof, in furtherance of the trust purpose.

FIFTH: Trustee. The initial Trustee hereunder is _____ _____. If the initial Trustee shall die, resign or for any other reason cease to serve, then _____ shall serve as successor Trustee.

SIXTH: Termination. The trust shall cease and terminate at the death of the Beneficiary, or earlier if the Trustee determines that the existence of the trust is no longer necessary to establish Medicaid eligibility for the Beneficiary. Upon the termination of the trust, the remaining trust property, if any, shall be distributed as follows:

A. To the State of Georgia, if it has provided medical assistance to the Beneficiary up to an amount equal to the total medical assistance paid on behalf of the Beneficiary by Georgia's state plan for Medicaid assistance or other approved waiver programs; this provision is intended to meet the requirements of 42 U.S.C. 1396(p) as amended by OBRA '93.

B. Any remainder after the State of Georgia's claim has been paid, to the Beneficiary's heirs at law.

SEVENTH: Trustee's Powers. The Trustee shall have all of the powers that may be granted by law with respect to the trust, to be exercised in the Trustee's discretion, in accordance with the best interests of the Beneficiary.

EIGHTH: Law to Govern; Construction. The construction of this instrument and the validity of the interest created hereby shall be governed by the laws of the State of Georgia. The administration of the trust shall be governed by the laws of the State of Georgia, or by the laws of any other state in which the trust may from time to time be administered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signature: _____, Settlor

Witness Signature: _____

Witness Print Name: _____

STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 2011 by _____ who is personally known to me or who produced _____as identification, and who did not take an oath.

NOTARY PUBLIC, State of Georgia

_____
Notary Signature

_____
Print Name
My Commission Expires: _____
(S E A L)

Signature: _____, Trustee

Witness Signature: _____

Witness Print Name: _____

STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 2011 by _____ who is personally known to me or who produced _____as identification, and who did not take an oath.

NOTARY PUBLIC, State of Georgia

_____
Notary Signature

_____
Print Name
My Commission Expires: _____
(S E A L)

SCHEDULE "A"

	Source	Amount
1.	Social Security (gross)	$_____
2.	Pension (gross)	$_____