MEDICAL ASSISTANCE INCOME TRUST (MAIT)

Article 1: Establishment of the Trust

A. This Trust Agreement as authorized by 42 U.S.C. 1396(p)(d)(4)(B) and Iowa Code 633C.1(6) is established on the date below, by the Grantor who hereby appoints the Trustee, with their current names and addresses as follows:

Grantor (Beneficiary)	Trustee
Name _____	Name _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
Date of Birth _____	Relationship _____
SID # _____	
Case # _____	
DHS Caseworker _____	

B. The purpose of this trust is to enable the Grantor, who must also be 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. The State of Iowa Department of Human Services (DHS), as the Medicaid agency for the State of Iowa, is the residuary beneficiary.

C. The Beneficiary hereby irrevocably transfers to the Trustee the Beneficiary's income consisting of Social Security, pension, and any other income, and no property other than the Beneficiary's income may be placed in the trust.

Income Source	Amount ($ per month or year)
_____	_____
_____	_____
_____	_____
_____	_____

D. The trust may receive any or all of the Beneficiary's income, but all of the income received from each income source shall be deposited into the trust account directly or in the same month the income is received by the primary beneficiary. The trust funds shall be held at the following bank or credit union with the following account number:

Bank or credit union _____

Street Address_____

City, State, Zip Code _____

Account Number _____

Article 2: Disposition of Income and Principal

A. During the lifetime of the Beneficiary, the income must be distributed in the month received, as provided in Iowa Code 633C.3, for the necessary administrative expenses of the trust up to $10 per month; a personal needs allowance for the Beneficiary kept in a separate account; a minimum monthly maintenance needs allowance for a spouse, if applicable; and the medical needs of the beneficiary as determined by DHS. If any funds remain after the monthly distributions, such funds shall be retained and will accumulate in the trust.

B. The trust shall 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 or maintain Medicaid eligibility for the Beneficiary. The Trustee shall give written or electronic notice to the Iowa Department of Human Services (DHS) at the Beneficiary's death by submitting a Probate Notice or General Non-probate at www.iowa-estates.com when the trust is terminated.

C. Upon any termination of the trust, the remaining trust property shall be distributed to DHS up to the total medical assistance paid on behalf of the Beneficiary. The trust shall not pay for funeral and burial expenses or other estate expenses after the death of the beneficiary, unless there are funds remaining after payment to DHS. If there are funds remaining after payment to DHS, then these residual funds shall be distributed to the Beneficiary, if living, or to the heirs or beneficiaries who are entitled to receive the Beneficiary's residual estate after estate expenses are paid.

Article 3: Administrative Provisions

A. This trust shall be irrevocable, but the Trustee shall have the right to amend the trust, prior to the death of the Beneficiary with approval of DHS, with respect to administrative and procedural matters, and to conform the provisions to current Iowa or federal law, in furtherance of the trust purpose.

B. 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.

C. The validity, construction, administration, effect, and enforcement of this trust agreement shall be governed by the laws of the State of Iowa.

D. The Trustee shall deliver an annual accounting of trust income and expenditures to DHS, and make any further reports or clarifications as requested by DHS.

E. The Trust's assets, income and distributions shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall the Beneficiary have the power to anticipate or encumber such interest nor shall such interest, while in the possession of the Trustee, be liable for, or subject to the debts, contracts, obligations, liabilities or torts of the Beneficiary, except after death, as provided in 2.C. above.

F. If the initial Trustee is unwilling or unable to serve, then the Successor Trustee(s) shall be appointed as named below. If the Successor Trustee(s) is unwilling or unable to serve, then a trustee may be appointed by the beneficiary, a power of attorney for the beneficiary, or the District Court sitting in probate. Notice of any changes of the Trustee and the Trustee's address shall be made in writing to DHS within 30 calendar days

1st Successor Trustee:_____ 2nd Successor Trustee _____

Street Address:_____ Street Address:_____

City, State, Zip Code: _____ City, State, Zip Code _____

Article 4: Signatures

This Medical Assistance Income Trust is executed by the Trustee and the Grantor (or a person authorized under a power of attorney or by a court) on the date below who certify under penalty of perjury and pursuant to the laws of the state of Iowa that the Grantor is competent; that the Grantor indicated an intention to create a trust, or that the Grantor has a Conservator or attorney-in-fact.

(Grantor signature) _____Date_____

(Trustee signature) _____Date_____

Please submit this Medical Assistance Income Trust to the beneficiary's income maintenance worker at the Department of Human Services. For further information regarding Medicaid eligibility and the approval of this Medical Assistance Income Trust, please contact the beneficiary's income maintenance