

THE JOHN DOE IRREVOCABLE QUALIFIED INCOME TRUST

THIS TRUST AGREEMENT is made this ____ day of _____, 2022, by and between **JOHN DOE** (the “Grantor”) and **JANE DOE** (the “Trustee”), with respect to the income of **JOHN DOE** (the “Beneficiary”).

ARTICLE I NAME OF TRUST

THIS TRUST shall for convenience be known as the “**JOHN DOE QUALIFIED INCOME TRUST**,” and it shall be sufficient that it be referred to as such in any instrument of transfer, deed, assignment, bequest or devise.

ARTICLE II IRREVOCABILITY OF TRUST

This Trust Agreement shall be irrevocable. The Grantor hereby relinquishes all power to alter, amend, or revoke any provisions of this Trust Agreement, except as otherwise provided herein.

ARTICLE III PURPOSE OF TRUST

(a) The Grantor’s intention in maintaining this Trust is to create a fund that qualifies as a trust described under *42 U.S.C. § 1396p(d)(4)(B)* to enable the Beneficiary to seek and obtain support and resources for the Beneficiary from all available public resources, including, but not limited to, state medical benefits, Medicaid, Social Security Administration benefits, Veterans Administration benefits, Supplemental Security Income (SSI), U.S. Civil Service Commission benefits, and federal Social Security Disability Insurance (SSDI) despite having available income in excess of the amount below which such benefits would otherwise be available to the Beneficiary.

(b) In the event the Trustee is requested or required to release principal or income of the Trust to or on behalf of the Beneficiary to apply against the cost of services which such public assistance is otherwise authorized to provide, were it not for the existence of this Trust, or in the event the Trustee is required or requested to release principal or income of the Trust to pay for equipment, medication or services which any state or federal agency is authorized or required to provide (were it not for the existence of this Trust) or if the Trustee is requested to petition the Court or any other administrative agency for the release of Trust principal or income for such purposes, the Trustee is authorized to deny such request. The Trustee is further authorized, as it may in its discretion deem appropriate, to take whatever administrative or judicial steps which may be necessary to continue the Beneficiary’s eligibility for such public assistance programs,

including obtaining instructions from a court of competent jurisdiction and obtaining a ruling that the Trust principal is not available to the Beneficiary for such eligibility purposes.

(c) If the existence of this Trust has the effect of rendering the Beneficiary ineligible for Social Security Administration benefits, Veterans Administration benefits, Supplemental Security Income (SSI), U.S. Civil Service Commission benefits, state medical benefits, Medicaid and federal Social Security Disability Insurance (SSDI) or other public assistance program which the Trustee, in its sole and non-reviewable discretion determines essential to provide the Beneficiary the level of care and dignity which the Grantor desires for him and that the consequences of such ineligibility would defeat the Grantor's purposes, then the Trustee is authorized, but not required, to initiate either administrative or judicial proceedings, or both, for the purposes of determining eligibility.

ARTICLE IV MODIFICATION OR TERMINATION

During the Beneficiary's lifetime, this Trust shall only be subject to modification or termination in such manner as necessary to assure the Grantor's intent to provide for the needs of the Beneficiary as set forth above and to assure that the Beneficiary's eligibility for such assistance programs is maintained. Any such modification may be effected by the Grantor, if living and having capacity, otherwise, the Trustee. Any such modification shall be in writing signed by the Grantor, if living, and in any case, the Trustee.

Notwithstanding the foregoing, any such modification to this Trust Agreement shall in all cases be in accordance with Florida Medicaid rules and regulations.

ARTICLE V TRUST ESTATE

The Grantor hereby covenants and agrees to deliver or cause to be delivered to the Trustee the Beneficiary's monthly unearned income in an amount required to qualify for Medicaid ICP benefits. The Trustee acknowledges receipt, in trust, of said property. No property other than the Beneficiary's monthly unearned income (and the earnings thereon) shall be used to fund this Trust. Notwithstanding the foregoing, in the event the Beneficiary is discharged for a period of more than 60 days or is permanently discharged from a skilled nursing facility placement, or in the event this Trust is no longer necessary to enable the Beneficiary to be eligible for Institutional Care or other Medicaid benefits, the Beneficiary's monthly unearned income shall no longer be paid into this Trust but shall instead be paid directly to the Beneficiary or the Beneficiary's legal representative.

ARTICLE VI APPOINTMENT OF TRUSTEE

(a) The Grantor hereby nominates and appoints JANE DOE as Trustee of this Trust. If such Trustee becomes unable or unwilling to serve as Trustee for any reason, the person selected in writing by the Grantor, if living and not incapacitated, or the Grantor's legal guardian

or Attorney-in-Fact acting under a valid Durable Power of Attorney if the Grantor is incapacitated, shall serve as Trustee of this Trust; provided, however, if neither the Grantor nor the Grantor's Attorney-in-Fact is able to select a successor Trustee for any reason, then the person selected in writing by a majority of the Grantor's next of kin shall serve as Trustee of this Trust.

(b) Any Trustee hereunder (whether originally designated herein or appointed as successor) shall have the right to resign at any time by giving thirty (30) days' notice to that effect to the current income beneficiary (or beneficiaries) of the Trust and the Successor Trustee named herein.

(c) Any Successor Trustee hereunder shall possess and exercise all powers and authority herein conferred on the original Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of the Grantor, if living and competent to act, otherwise a Court of competent jurisdiction or the Beneficiary, a Successor Trustee may accept the account rendered and the property received as a full and complete discharge to a predecessor Trustee without incurring any liability for so doing.

(d) To the extent that any such requirement can be legally waived, no Trustee shall ever be required to give bond, or to qualify or make accountings to any court or courts under the provision of any existing or future statutes of the State of Florida or any other state or territory, or to obtain the order or approval of any court in the exercise of any power or discretion herein given.

(e) If a Corporate Trustee shall, subsequent to its commencing to serve hereunder, merge or consolidate with any other entity authorized to serve as a Corporate Trustee, then the successor corporation created pursuant to said merger or consolidation shall act as Trustee and shall possess all of the rights, powers, duties and discretions conferred or imposed on the Trustee originally named herein.

(f) Every Trustee shall be entitled to receive compensation for services rendered hereunder commensurate with the time and expertise required; provided, however, that in the event a bank or trust company becomes a Trustee hereunder, such bank or trust company shall be entitled to reasonable compensation based upon its then standard charge for other trusts of similar size. Further, every Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust Estate.

(g) The Trustee shall render to the Beneficiary statements of account or receipts and disbursements as Trustee hereunder at least annually.

(h) Periodic reports to any court shall not be made unless required by court order or the regulations of the agency charged with administration of the medical assistance program(s) of which the Beneficiary is receiving or is entitled to receive benefits, or any other agency of the State of Florida. The trust records shall be open at all reasonable times to inspection by the beneficiaries of the trust and their accredited representatives.

(i) To the extent the Trustee receives any Social Security Administration benefits, Veterans Administration benefits or other governmental benefits which are, under the regulations or law applicable to such program, prohibited to be commingled with other assets of the Trust, the Trustee shall segregate such receipts as a separate share of this Trust and administer same independently of the balance of the Trust estate.

(j) For the purpose of this Trust, an individual shall be deemed to be incapable of managing his or her own affairs upon being adjudicated incapacitated by a Court of competent jurisdiction, or upon the receipt by the Trustee or Successor Trustee of a certificate signed by two (2) licensed physicians that such individual is mentally incapable of attending to his or her business affairs. Such status of incapacity for purposes of this Trust shall continue until receipt by the Trustee of a certified copy of a Court Order restoring such individual's competency, or until receipt by the Successor Trustee of a certificate signed by two (2) licensed physicians stating that in the opinion of such physicians such individual is mentally capable of attending to his or her business affairs. Until the Successor Trustee receives such a certified copy of a Court Order or physicians' statements, it shall be fully protected in assuming that such individual's capacity has not changed.

ARTICLE VII TRUST ADMINISTRATION DURING BENEFICIARY'S LIFETIME

(a) During the term of this Trust, the Trustee shall distribute to the Beneficiary the allowances described in paragraph (b)(1) below and as to other items set forth below, on behalf of the Beneficiary (or where applicable, the Beneficiary's spouse or other family members) so much of the net income (as defined below) or corpus of this Trust as the Trustee shall determine equal to the "Distribution Amount" as defined below.

(b) For purposes of this Trust, the term "Distribution Amount" shall mean the amount equal to the sum of the following amounts, as from time to time adjusted:

(1) monthly personal needs allowance available to the Beneficiary as provided under SSA 1902(q)(1)(A), as amended, as well as other amounts allowed as special needs allowances under the rules and regulations of the Medicaid Institutional Care Program as administered by the State of Florida; and,

(2) specified health insurance costs and special medical services provided under Title XIX of the federal "Social Security Act," 42 U.S.C. § 1396a(r), as amended, and any other deduction provided in the rules of the Medicaid Institutional Care Program of the State of Florida; and,

(3) amounts needed to pay the Beneficiary's share of the costs (currently described as the "Patient Responsibility") of nursing facility services rendered to the Beneficiary, or for services at a level of care in any institution equivalent to that of nursing facility services, or for home and community-based services provided under 42 U.S.C. § 1396n (c) or (d), to the extent same are not covered by other sources, including but not limited to benefits through Hospice, provided such payments are allowed or

required under the rules and regulations of the Medicaid Institutional Care Program as administered by the State of Florida without jeopardizing the Beneficiary's Medicaid qualification.

(c) In no event shall the amount distributed in any one calendar month exceed the greater of (i) the applicable Medicaid reimbursement rate distributable to the nursing facility providing Medicaid reimbursable services on behalf of the Beneficiary or (ii) such amount determined by the State of Florida as required to be disbursed and not cause the Beneficiary's Medicaid qualification to thereby be jeopardized.

(d) In determining the amount of net income of this Trust distributable in accordance with the preceding provisions, the Trustee shall first make, or make provision for, the following deductions therefrom: amounts reasonably necessary to establish and maintain the existence of this Trust and such sums necessary to comply with federal requirements. Nevertheless, unless the Trustee receives written certification from the Grantor or the Beneficiary's legal representative that the Beneficiary's "patient responsibility" for its cost of care as determined by the State of Florida in the amount of such deductions will be covered from funds not held in this Trust, no deduction for such amounts shall be made.

(e) If any money remains after the monthly distributions and deductions from the Trust, such funds shall be retained and be added to the principal of the Trust.

(f) No part of the principal or undistributed income of the Trust shall be considered available to nor be distributed to the Beneficiary except as provided above.

ARTICLE VIII TERMINATION OF TRUST

(a) In the event the Beneficiary is permanently discharged from skilled nursing facility placement, the money which has accumulated in the Trust prior to the Beneficiary's discharge shall be distributed to the Beneficiary or the Beneficiary's legal representative; provided, however, in such event, no money which has accumulated in the Trust prior to the Beneficiary's discharge shall be distributed to the Beneficiary before the amount required to be paid for the medical assistance provided to the Beneficiary is paid pursuant to paragraph (b) below.

(b) Upon the permanent discharge of the Beneficiary from skilled nursing facility placement, or upon the death of the Beneficiary, the Trustee shall distribute and deliver to the State of Florida such amount as certified by its appropriate agency as reimbursement thereto for the Medicaid medical assistance provided the Beneficiary during the term of this Trust.

(c) This Trust shall terminate upon the death of the Beneficiary and any portion of the Trust estate remaining after payment of the amounts described in paragraph (b) above shall be distributed to Grantor's then living descendants, per stripes.

ARTICLE IX
TRUST ADMINISTRATION

(a) The Trustee is herein vested with full and complete title to all property and the estate embraced within the Trust hereof, both as to principal and income therefrom, subject only to the execution of the Trust herein.

(b) No disposition, charge or encumbrance of either the income or principal of any of the Trust or any part thereof, by any beneficiary hereunder by way of anticipation shall be of any validity or legal effect or be in any wise regarded by the Trustee.

(c) No beneficiary hereunder shall have any power to sell, assign, transfer, encumber or in any other manner anticipate or dispose of his or her interest in the Trust Estate or the income produced thereby. Neither the principal nor the income of the Trust Estate shall be liable for the debts of any beneficiary hereunder.

(d) Because this Trust is to be conserved and maintained for the special needs of the Beneficiary, who may be disabled or impaired throughout life, no part of the Trust Estate shall be construed as part of the Beneficiary's estate or be subject to the claims of voluntary or involuntary creditors of the Beneficiary, nor shall the same be subject to seizure by any creditor of any beneficiary hereunder, nor any writ or proceedings at law or in equity.

(e) This provision shall not bar any remedy sought by either the State of Florida, or any other state or county for the purpose of obtaining amounts payable thereto in accordance with this Trust Agreement.

(f) Whenever income or principal is distributable, at the discretion of the Trustee, to or for the benefit of any person who is under a legal disability or who is not adjudicated incompetent but who by reason of illness or mental or physical disability, is in the opinion of the Trustee unable to properly administer such amounts, then the Trustee, in its sole and absolute discretion, as donee of a power, may distribute all or any part of such property (a) to or for the benefit of such person even though such distribution may result in an incidental benefit to the person with whom such person resides or such person's guardian; (b) to the guardian of such person's property wherever appointed without the requirement of ancillary appointment; or, (c) to the person with whom such person is residing for such person's benefit without the requirement of a bond or security.

(g) Any income accrued or undistributed at the termination of any estate or interest under this Trust or any share thereof, shall be paid by the Trustee as income to the persons entitled to the next successive interest in the proportions in which they take such interest.

(h) All allocations of items of receipts or disbursements to either corpus or income of the Trust Estate shall be made by the Trustee, as the Trustee in the exercise of its best judgment deems to be proper, without thereby doing violence to clearly established and generally recognized principles.

(i) Until the Trustee receives written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any Trust depends, the Trustee may rely on the information available to it and will not be held accountable for so acting.

(j) Each trust created hereunder which is not certain to vest or terminate within twenty-one (21) years after the death of the Grantor and the beneficiaries in being at the date of the execution of this Trust Agreement shall in any event terminate upon the expiration of the applicable perpetuities period under Florida law. Any property still held in trust at the expiration of that period shall be distributed to income beneficiaries who are then or would have been entitled to receive the income from said trust and in the same proportions as they are or would have been entitled to such income, and if the proportions are not specified, in equal shares to such beneficiaries, absolutely and free of trust.

(k) The Grantor hereby provides that for the purposes of this instrument, the provisions of Section 518.11, Florida Statutes, or any statute of similar import, are waived and expressly declared inapplicable to this Trust.

ARTICLE X TRUSTEE POWERS

The Trustee shall have the following powers, in addition to those provided by applicable statute, which shall be incorporated herein by this reference, with respect to the Trust hereunder, to be exercised as the Trustee, in its sole and absolute discretion, determines to be in the best interests of the beneficiaries.

(a) To retain any property transferred, devised or bequeathed to the Trustee, or any undivided interest therein, regardless of any lack of diversification, risk or non-productivity and to hold two or more Trusts or other funds in one or more consolidated fund, in which the separate trusts or funds shall have undivided interests.

(b) To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term, or remainder interests, without being limited by any statute or rule of law governing investments by trustees, and further to invest in and hold property meeting the “special needs” of a beneficiary despite the fact that such property is non-productive of income.

(c) To sell any Trust property, for cash or on credit, at any public or private sales; to exchange any Trust property for other property; to grant options to purchase or acquire any Trust property; and to determine the prices and terms of sales, exchanges and options.

(d) To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the Trust property: to collect, pay, contest, compromise, or abandon demands of or against the Trust Estate, wherever situate and to execute any contracts, notes, conveyances, and other instruments,

including instruments containing covenants and warranties binding upon or creating a charge against the Trust Estate, and containing a provision excluding personal liability.

(e) To keep any property in the name of a nominee with or without disclosures of any fiduciary relationship.

(f) To employ agents, attorneys, accountants, depositaries and proxies, with or without discretionary powers.

(g) To determine the manner of ascertainment of income and principal, and subject to the specific directions hereunder, to determine the apportionment between income and principal of all receipts and disbursements, and to select an annual accounting period.

(h) To enter into any transaction authorized by this Article with Trustees or legal representatives of the Grantor or of any other Trust or Estate in which any beneficiary hereunder has any beneficial interest, even though any such Trustee or legal representative is also Trustee hereunder.

(i) To make any distribution or division of the Trust property in cash or in kind, or both, and to allot different kinds or disproportionate shares of property or undivided interests in such property among the beneficiaries and to determine the value of any such property; and to continue to exercise any power and discretion herein given for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated.

ARTICLE XI MISCELLANEOUS

(a) The law of the state in which the Trust property shall from time to time have its situs for administration shall govern the validity and interpretation of the provisions of this declaration.

(b) The Trustee may consolidate any separate Trust with any other Trust for such beneficiary created by Grantor, which Trust contains provisions similar to those herein contained for the same beneficiary or beneficiaries.

(c) The masculine, feminine or neuter gender, wherever used herein shall be deemed to include the masculine, feminine and neuter. The terms "child," "children," and "issue" shall embrace adopted children as well as natural-born children and the term "parent" shall embrace an adopting parent as well as a natural parent. Whenever "Trustee" or "Trustees" is used herein, the same shall be deemed to include any singular Trustee or Successor Trustee or Trustees.

(d) In disposing of any Trust property subject to a power to appoint by Will, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee or may assume that he or she died intestate if the Trustee has no notice of a Will within three months after his or her death.

(e) No one dealing with the Trustee need inquire concerning the validity of anything it purports to do, nor need see to the application of the monies paid or any property transferred by it upon the order of the Trustee.

(f) This Agreement and the Trusts hereby created shall be governed by and construed in all respects in accordance with the laws of the State of Florida, except as otherwise provided herein.

IN WITNESS WHEREOF, the Grantor and Trustee have signed this Trust Agreement this ____ day of _____, 2022.

JOHN DOE

“GRANTOR”

The foregoing Trust Agreement was signed and declared by the person signing above, in our presence as witnesses on this ____ day of _____, 2022.

Sign: _____
Print: _____

Sign: _____
Print: _____

STATE OF FLORIDA

COUNTY OF _____

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on the ____ day of _____, 2022, by JOHN DOE, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of Florida

JANE DOE

“TRUSTEE”

The foregoing Trust Agreement was signed and declared by the person signing above, as Trustee, in our presence as witnesses on this ____ day of _____, 2022.

Sign: _____

Print: _____

Sign: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on the ____ day of _____, 2022, by JANE DOE, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of Florida