
MEDICAID ELIGIBILITY
FORMS AND INSTRUCTIONS

DOM-320A - AGREEMENT TO SELL PROPERTY

PURPOSE & USE

This form is to be completed by the client or representative, with the assistance of the Medicaid worker if necessary, prior to application of the reasonable efforts to sell property exclusion. This exclusion and the use of this form is described in detail in Section F, Resources.

INSTRUCTIONS

Prepare an original and one (1) copy. The client or representative will keep the original and the copy will be filed in the case record.

The portion of the form describing the property in question is to be completed by the worker or the client or representative. The appropriate signature of the client or representative must appear on the form before the exclusion is applied. The form must also be dated.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Within thirty (30) days of signing this agreement the Medicaid client or designated representative must take action to:

1. List the property in question with a realtor or begin any other appropriate method of sale (advertise via local media, place a "For Sale" sign on the property, conduct open houses or otherwise show the property).
2. Send appropriate proof to the Medicaid Regional Office of the method(s) of sale decided upon.

After initial proof of a sale attempt is submitted, the owner(s) of the property must actively maintain all efforts to sell the property and must not reject any reasonable offer to buy the property. The burden is on the client and other owners(s) to prove to Medicaid's satisfaction that an offer was rejected because it was not reasonable.

AT ANY TIME REASONABLE EFFORTS TO SELL ARE STOPPED OR A REASONABLE OFFER TO BUY IS REFUSED, THE PROPERTY BECOMES A COUNTABLE RESOURCE TO THE MEDICAID CLIENT BEGINNING WITH THE FIRST MONTH AFTER THE EFFORT TO SELL STOPPED OR THE REFUSAL TO SELL OCCURRED.

The Medicaid worker will check every ninety (90) days to determine if reasonable efforts to sell are being maintained. Appropriate proof will be requested as necessary.

DOM-320A
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Client's Name: _____

Medicaid ID # _____

AGREEMENT TO SELL PROPERTY

I understand that the resources owned by the person shown as the Medicaid client exceeds the amount which an eligible individual may have and still qualify for Medicaid. By signing this agreement, I (We) agree to take all necessary steps to sell the real property described below and to actively continue my (our) efforts to do so until the property is sold. I (We) agree to sell the property for the best possible price and to notify Medicaid within five (5) working days after completion of the sale. Failure to comply with the terms of this agreement will result in the termination of Medicaid benefits and a demand for repayment of any Medicaid funds improperly spent.

Address/Location of Property: _____

Name(s) of Owners: _____

Current Market Value of Property: _____

Amount Owed on Property (if any): _____

Client's Ownership Interest: _____

Value of Client's Share: _____

NOTE: The Medicaid client must receive his/her portion of the net proceeds of the sale. Failure to make these funds available will result in a transfer of resources penalty.

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Signature of Client or Designated Representative

Date