



## AGREEMENT TO SELL PROPERTY

This page is used when the non-liquid resources (*such as real property, livestock, cars boats, or farm or business equipment*) you have are too much to get TennCare Medicaid. This page tells us if you can get Medicaid while you try to sell your resources. You may have up to 6 (six) months to sell personal property (*such as cars, trucks, boats or livestock*) and up to 9 (nine) months to sell real property (*such as land or buildings*). (20 C.F.R. 416.1240 - 1245)

NAME:	
SSN:	

DESCRIPTION OF EACH RESOURCE (INCLUDE ADDRESS OR LOCATION)	NAME(S) OF OWNER(S)	PERCENT OF OWNERSHIP (%)	CURRENT MARKET VALUE (\$)	AMOUNT OWED ON RESOURCE, IF ANY (\$)
1.				
2.				

CONDITIONS OF AGREEMENT: My resources are worth too much to get TennCare Medicaid. I am requesting conditional TennCare Medicaid until I can sell the resource(s) listed above at current market value. I understand that conditional TennCare Medicaid is for a short period of time and only lasts until I am able to sell my resources within the timeframe given. Once TennCare tells me this agreement is approved, I agree to take Reasonable Efforts to Sell the above resources (see page 2 for explanation of Reasonable Efforts to Sell). I agree to sell the property once I have received a valid offer (offer is equal to reasonable asking price). I also agree to notify TennCare within 10 (ten) days after I complete the sale.

I declare under penalty of perjury that I have read all the information on this page, and on any accompanying statements or pages, and it is true and correct to the best of my knowledge. I agree to quickly pay TennCare back for costs related to my TennCare for me while I received conditional TennCare Medicaid. These costs may include things like care and medicine I received and fees TennCare paid for me to have a health plan. I understand that the amount of money I pay TennCare back will not be more than the value of the property I own. Signatures of all owners of the resources are required.



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SIGNATURE:		DATE:	
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SIGNATURE:		DATE:	
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**REASONABLE EFFORTS TO SELL**

For real property, a reasonable effort to sell means taking steps to sell in the geographic area where the resource is located. Within 30 (thirty) days of signing this agreement you must:

1. List the property with an agent; or
2. All of the following:
  - Begin continuously advertising in at least one of the appropriate local media (*such as newspapers*);
  - Place a "For Sale" sign on the property in clear public view;
  - Begin conducting "open houses" or show the property to interested parties on an ongoing basis; AND
  - Attempt any other methods of sale.

For personal property, a reasonable effort to sell means that you will take any action needed to sell the item.

You must send us proof that efforts to sell the property started within 30 (thirty) days of signing this agreement. Proof may include, but is not limited to:

- A copy of contract with real estate agent;
- A signed 3<sup>rd</sup> party statement; or
- A copy of property advertisement in local media.

**TIME LIMITS FOR SELLING PROPERTY**

Real Property (Houses, Land, etc.): The time limit during which you must sell the property is 9 (nine) months from the date this agreement is approved.

Personal Property: The time limit during which you must sell the property is 3 (three) months from the date this agreement is approved. An additional 3 (three) months may be provided for good cause.

Notify TennCare immediately if you find you are unable to sell the property within this time limit.

**GOOD CAUSE**

You may have good cause for not selling your personal property within 3 (three) months if the reason you couldn't sell was beyond your control. Some good cause reasons might be:

- You made good faith efforts to sell the property, but no one offered to buy the property.
- You could not make good faith efforts to sell for reasons beyond your control.
- You had a valid offer, but the property didn't sell.
- Escrow begins, but closing doesn't happen in time.
- You become homebound or hospitalized for being sick or hurt, and no one else can help sell the property.
- A person that owns the property with you dies and it takes longer to sell.



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### **CURRENT MARKET VALUE**

When you sign this agreement, you agree to sell the resources for current market value. This means the highest amount you can get by offering it on the open market. If you dispose (sell or give away) the resource for less than its current market value, TennCare will see what the current market value was and you may lose your TennCare for a certain amount of time.

### **RECOUPMENT**

When you sign this agreement, you agree to pay TennCare back for the costs related to TennCare benefits you received during conditional TennCare Medicaid when the property sells or you are no longer complying with the terms of the agreement. These costs may include things like care and medicine received and fees TennCare paid for you to have a health plan. These costs can be recouped up to the value of the property for which the conditional assistance period was granted. For personal property, this time period may be up to 6 (six) months. For real property, this time period may be up to 9 (nine) months.

### **TELL TENNCARE**

Tell TennCare as soon as you sell the property. Tell TennCare if you have trouble selling the property or if you decide not to sell the property. Please call TennCare Connect at 855-259-0701.

When you send us this form be sure to keep the originals for your records. Send us a copy.

Go to the "How to Send Information to TennCare" page with this letter to find out how to send us your proof.

