



**DECLARATION OF SELF SETTLED TRUST UNDER THE  
MIDWEST SPECIAL NEEDS TRUST MASTER TRUST**

**THIS IS A BINDING LEGAL DOCUMENT. YOU ARE ADVISED TO OBTAIN PROFESSIONAL ADVICE BEFORE SIGNING.**

This Declaration of Trust is made this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_. The Donor(s)

\_\_\_\_\_, Social Security Number \_\_\_\_\_,  
 (Donor Name)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)

and

\_\_\_\_\_, Social Security Number \_\_\_\_\_,  
 (Donor Name)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)

hereby irrevocably assign(s) and transfer(s) in trust to the Missouri Family Trust Board of Trustees, operating as the Midwest Special Needs Trust (Trustee) the assets which are set forth in Schedule A attached hereto for the benefit of

\_\_\_\_\_ (Life Beneficiary)

born \_\_\_\_\_, and whose Social Security Number is \_\_\_\_\_

who is a person with disabilities as defined in 1614 (a)(3) of the Social Security Act 42 U.S.C. 1382c(a)(3), who qualifies under 42 U.S.C. 1396p and the Revised Statutes of Missouri (RSMo) Sections 402.215.2(10) and (11) to be a recipient of services and benefits from the Trustee, to be held, administered and distributed pursuant to this Declaration of Self Settled Trust, and pursuant to RSMo 402.199-402.225, Administrative Rules 21 CSR10 and the Midwest Special Needs Trust Policies and Procedures, all as the same may now be in effect or hereafter be amended (collectively the Master Trust) (this Declaration of Self Settled Trust and the Master Trust referred to collectively herein as the Trust).

### **1. Purpose of the Trust.**

1.1. This transfer is made for the benefit of the Life Beneficiary to enhance and foster his/her well being, to supplement, but not supplant whatever benefits and services the Life Beneficiary may, from time to time receive by reason of age, disability or other factors, from federal, state and local governmental organizations. The contribution to the trust shall not in any way reduce, impair or diminish the benefits to which the Life Beneficiary is entitled by law. It is the purpose of this Trust to supplement, not replace, any government benefits including medical assistance under Title XIX of the Social Security Act for the Life Beneficiary's basic support and to improve the quality of such Life Beneficiary's life by providing him or her with those amenities that cannot otherwise be provided by public assistance or entitlements or other available resources.

### **2. Separate Account for Life Beneficiary.**

2.1. Upon receipt of the assets, the Trustee shall open an account ("Trust Account"), for the benefit of the Life Beneficiary. The Trustee shall deposit the contributed assets and the earnings thereon to the credit of the Trust Account and shall maintain the Trust Account for the benefit of the Life Beneficiary as a separate account within the Master Trust pursuant to the terms of the Trust.

### **3. Use of Funds.**

3.1. The Co-trustee, if any, with consent of the Trustee of the Trust, shall from time to time determine the amount of income or principal or both to be used to provide benefits and the nature and type of benefits to be provided for the Life Beneficiary.

- (a) Permissible Trust Account expenditures include, but are not limited to, more sophisticated dental, medical and diagnostic work or treatment than is otherwise available from public assistance, private rehabilitative training, supplementary education, entertainment, periodic vacations and outings, the transportation of the Life Beneficiary or of friends or relatives of the Life Beneficiary to visit him or her, expenditures to foster the interests, talents and hobbies of the Life Beneficiary, and expenditures to purchase personal property and services that will make life more comfortable and enjoyable for the Life Beneficiary but that will not defeat his or her eligibility for public assistance. The Trustee of the Trust, in its discretion, may make payments from time to time for a person to accompany the Life Beneficiary on vacations and outings and for the transportation of the Life Beneficiary or of friends and relatives of the Life Beneficiary to visit him or her. The Trustee of the Trust may make payments and distributions in any one or more of the following ways as the Trustee of the trust may deem advisable, in such amounts and for such uses as will not defeat the Life Beneficiary's eligibility for public assistance, namely:
  - (i) Directly to the Life Beneficiary;
  - (ii) To the legal guardian of the Life Beneficiary;
  - (iii) To any adult relative of the Life Beneficiary to be held and expended by such relative for the support, education, health and maintenance of the Life Beneficiary;

- (iv) To any adult relative of the Life Beneficiary as custodian for such Life Beneficiary pursuant to the Uniform Transfers to Minors Law, the Missouri Personal Custodian Law, custodial laws of other states, or any other statute of similar import; or
- (v) By the Trustee expending such income or principal for the support, education, health and maintenance of the Life Beneficiary, and to that end the Trustee may make payments to any person.

3.2. Notwithstanding the provisions of this paragraph to the contrary, expenditures shall not be made for the primary support or maintenance of the Life Beneficiary, including his or her basic food and shelter provided by state government and other governmental programs if, as a result, the Life Beneficiary would no longer be eligible to receive public benefits or assistance to which he or she is then entitled.

3.3. In the event that the Trustee of the Trust and the Co-trustee shall be unable to agree either on the amount of Trust Account income, principal or both to be used or the benefits to be provided then either the Trustee of the Trust or the Co-trustee shall have the right to request that the matter be resolved by arbitration as provided by RSMo 402.215.2(3).

#### **4. Spendthrift.**

4.1. No Life Beneficiary hereunder shall have the power to assign, convey, alienate or otherwise encumber any interest acquired in the income or principal of the Trust Account, nor shall such income or principal or any interest of any Life Beneficiary hereunder be liable for any debt incurred by such Life Beneficiary, nor shall the principal or income of the Trust Account be subject to seizure by any creditor of any Life Beneficiary under any writ or proceeding in law or in equity, until such income or principal shall have been actually paid over and delivered to such Life Beneficiary.

**5. Co-trustees and Successor Co-trustees.**

5.1. The donor may name a Co-trustee and a successor or successors to the Co-trustee for the Trust Account to act with the Trustee on behalf of the Life Beneficiary, except that:

- (a) Court approval shall be obtained for appointment of any co-trustee or successor co-trustee for any trust created pursuant to Section 473.657 RSMo or Section 475.093 RSMo.
- (b) The Life Beneficiary shall not be a co-trustee or successor co-trustee.

5.2. The donor designates the following Co-trustee(s):

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Co-trustee Name)  
 residing at \_\_\_\_\_ and  
 (Street) (City) (State) (Zip)

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Co-trustee Name)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)

- (a) The above designated Co-trustee(s)  
 Shall not be compensated from the trust fund for his/her/their services.  
 Shall receive reasonable compensation for his/her services. Amount to be agreed upon annually with the Trustee.  
 Shall receive compensation in the amount of \$\_\_\_\_\_ per year.

5.3. If for any reason the above designated Co-trustee(s) is (are) unwilling, unable or unqualified to serve as such, at any time, then the donor designates the following successor Co-trustee(s) to serve (check one):

jointly, or  
one at a time and in the order named:

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Successor Co-trustee Name)  
 residing at \_\_\_\_\_ and  
 (Street) (City) (State) (Zip)

\_\_\_\_\_, Social Security Number \_\_\_\_\_  
 (Successor Co-trustee Name)  
 residing at \_\_\_\_\_  
 (Street) (City) (State) (Zip)

- (a) The above designated Successor Co-trustee(s):  
 Shall not be compensated from the trust fund for his/her/their services.  
 Shall receive reasonable compensation for his/her services. Amount to be agreed upon annually with the Trustee.  
 Shall receive compensation in the amount of \$\_\_\_\_\_ per year.

5.4. Any corporate trustee of the Trust Account shall be entitled to compensation in accordance with its published schedule of fees in effect at the time services are rendered. No trustee shall be required to audit or examine the books of a prior trustee, and no trustee shall be required to post bond as a condition of serving as a trustee.

**6. Termination of Trust Account.**

**6.1. Termination at the Death of the Life Beneficiary.** The Trust Account for the Life Beneficiary shall terminate upon his/her death and all amounts remaining shall be distributed as follows:

- (a) The Trustee of the Trust shall notify the state of the termination of the Trust Account. The Trustee shall thereafter pay over and distribute to each state all amounts remaining in the Trust Account up to an amount equal to the total medical assistance paid by the state on behalf of the Life Beneficiary under the state plan for medical assistance under Title 42 of the United States Code. In the event that the Life Beneficiary has resided in more than one state and more than one state may have a claim on the proceeds for reimbursement of medical assistance payments under Title 42 of the United States Code and there are insufficient assets to pay the entire balance due to each state then the proceeds shall be distributed to each state on a pro rata basis based upon each state's proportionate share of the total medical assistance paid for the Life Beneficiary.
- (b) To the extent any amounts remain in the Trust Account after distributions to the State of Missouri and/or other state(s) for state reimbursement claims,
  - (i) If the Life Beneficiary dies before receiving any benefits provided by the use of the Trust Account income or principal, 100% of the remaining principal balance shall be distributed to such person or persons designated by the Donor in Paragraph 6.1.(b)(iii), below, or if none, then to those persons who are the Life Beneficiary's heirs at law and any undistributed net income shall be distributed to the Charitable Trust. If there are no heirs, the balance of the principal balance together with all undistributed net income shall be distributed to the Charitable Trust.
  - (ii) If at the time of death, the Life Beneficiary shall have received any benefits provided by the use of the Trust Account income or principal, 75% of the remaining principal balance shall be distributed to such person or persons designated by the Donor in Paragraph 6.1.(b)(iii), below, or if none, then to those persons who are the Life Beneficiary's heirs at law and any undistributed net income shall be distributed to the Charitable Trust. The balance of the Trust Account, together with all undistributed net income shall be distributed to the Charitable Trust. If there are no heirs, the balance of the principal balance together with all undistributed net income shall be distributed to the Charitable Trust.

(iii) The funds remaining in the Trust Account after distribution to the State of Missouri and/or other states for state reimbursement claims shall be distributed to the following individuals in accordance with Paragraph 6.1(b) (i) or (ii) herein.

<b>Residual Beneficiary</b>	<b>Substitute descendants, per stirpes, for individuals who are not then living (Indicate “yes” “no” or “not applicable”)?</b>	<b>Percentage designated by Donor to Residual Beneficiary (must total 100%)</b>
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	
Name _____ Soc Sec # _____ Street _____ City _____ State _____ Zip _____	Yes No N/A	

Total

**6.2 Termination by Trustee.** Except in the case of Trust Accounts created pursuant to Section 473.657 or Section 475.093 RSMo, in the event extenuating circumstances shall arise that, in the reasonable opinion of the Trustee of the Trust, make the continuation of the Trust Account for the Life Beneficiary impractical, then in that event the Trustee of the Trust upon reasonable notice to the Donor and any Co-trustee may terminate the Trust Account. In the event that the then acting Co-trustee shall not agree that the continuation of the Trust Account for the benefit of the Life Beneficiary is impractical, then either the Trustee of the Trust or the Co-trustee shall have the right to request that the matter be resolved by arbitration as provided by RSMo 402.215.2(3). When the Trust Account is so terminated, the then balance in the Trust Account shall be distributed as follows:

- a. For the payment of taxes due from the trust to the State(s) or Federal Government and associated expenses for tax preparation.
- b. For payment to the Trustee of reasonable fees and administrative expenses associated with the termination of the trust prior to reimbursement of medical assistance to the State(s) as described in subsection 6.2 (c) below.

- c. Based on the response of the State(s) to notification of account closure, the Trustee shall thereafter pay over and distribute to each state all amounts remaining in the Trust Account up to an amount equal to the total medical assistance paid by the state on behalf of the Life Beneficiary under the state plan for medical assistance under Title 42 of the United States Code. In the event that the Life Beneficiary has resided in more than one state and more than one state may have a claim on the proceeds for reimbursement of medical assistance payments under Title 42 of the United States Code and there are insufficient assets to pay the entire balance due to each state then the proceeds shall be distributed to each state on a pro rata basis based upon each state's proportionate share of the total medical assistance for the Life Beneficiary.
- d. After payments are made under subsection 6.2(a)-(c), all remaining funds shall be disbursed to the Life Beneficiary.
- e. No entity other than the Life Beneficiary may benefit from the early termination other than payment for expenses listed in 6.2(a)-(c) above.

**7. Trustee Duties and Powers.**

7.1. Powers. The Trustee of the Trust shall have all powers granted to trustees acting under Chapter 456 RSMo and shall have any powers specifically granted to the Board of Trustees under Sections 402.199 through 402.225 RSMo, as the same may now be in effect or hereafter be amended. The provisions of RSMo 456.8-813 regarding the duty to inform and report to beneficiaries shall not apply to this Trust, except as mandated under RSMo 456.1-105. The Trustee reserves the right to amend the Trust, from time to time, upon reasonable notice to the then acting Co-trustee, except that any such amendment shall not become effective until it has been approved by the appropriate department or agency of the state where the Life Beneficiary resides, if required.

7.2. Compensation. The Trustee of the Trust may charge a reasonable fee to pay the costs and expenses of administration of the Trust Account.

7.3. Investments. The responsibility and authority for investment and management of Trust Account funds shall be vested in the Trustee and its successors. The Trustee shall have full power and authority to manage and control the funds except to the extent otherwise provided in the Investment Agreement applicable to this Trust Account (Schedule B). The income earned shall be credited to the Trust Account as provided in Sections 402.199 through 402.225 RSMo, as the same may now be in effect or hereafter be amended.

**8. Acceptance of Provisions.**

8.1. Execution of this Declaration of Trust by the Donor and a duly authorized agent or representative of the Trustee shall constitute acceptance of the provisions of the Trust.

**9. Succession.**

9.1. These provisions shall be binding upon, inure to the benefit of and be enforceable by the Donor, the trustees and the Life Beneficiary of the Trust and their respective successors in interest, heirs, and personal and legal representatives.

In witness whereof, the undersigned Donor(s) have reviewed and signed this Trust, understand it and agree to be bound by its terms on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Donor Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Donor Date

Approved and accepted:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Trustee, Midwest Special Needs Trust Date  
Authorized Agent

**Advisor.**

The donor has received professional advice, with regard to this Declaration of Trust from:

Name:		
Company:		
Street Address:		
City :	State:	Zip:
Telephone:		

**Liens and Claims Certificate.**

I, \_\_\_\_\_, Attorney for \_\_\_\_\_, the Donor under the Declaration of Trust for the benefit of \_\_\_\_\_ (the "Life Beneficiary"), do hereby certify that to the best of my knowledge and information the monies used to establish the aforesaid Account are free and clear of all liens and claims and that all persons having a lien or claim against such monies have been paid in full or have waived such lien or claim.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

_____		
Signature		
_____		
Printed Name		
_____		
Address		
_____		
_____		
City	St	Zip

**Schedule A. PROPERTY TRANSFERRED TO THE TRUST**

\$ \_\_\_\_\_ Initial Contribution.

**Securities or other Assets:**

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**Schedule B. INVESTMENT AGREEMENT**

The Donor (whether one or more than one) (hereinafter jointly referred to as the “Donor”) hereby agrees that all funds received by the Trustee of the Trust shall initially be held in one or more Money Market funds offered through the financial institution that provides custodial services for Trust Account funds (hereinafter referred to as the “Bank”) until otherwise invested by action of the Trustees of the Trust, or as otherwise provided herein. Until the account exceeds \$10,000.00 all investment decisions shall be made by the Trustees of the Trust. When the account balance exceeds \$10,000.00, the Donor shall have the right to select investments, in accordance with this Investment Agreement.

Donor hereby acknowledges and agrees that the investments selected herein are the sole choice of the Donor and further agrees to hold the Trustees of the Trust harmless from any loss(es) incurred as a result of any such selection made by Donor.

Donor may alter or amend the investments selected as Donor shall determine from time to time, but not more than once every calendar quarter, by written notice to the Trustee of the Trust.

**Investment Management**

1. \_\_\_\_\_ Donor hereby elects to permit the Trustee to make all investment decisions as the Trustee, in its sole and absolute discretion shall from time to time determine

Or

2. \_\_\_\_\_ Donor hereby elects to make all investment decisions for funds in the Trust Account. The Donor may alter or amend the investment portfolio as Donor shall determine from time to time, but not more than once every calendar quarter, by written notice to the Trustee; and [initial one]

a. \_\_\_\_\_(initial) Donor hereby elects to permit any Successor Co-trustee designated by the Donor to alter or amend the investment options to the same extent as the Donor could, if then living and competent, or

b. \_\_\_\_\_(initial) Donor hereby acknowledges that in the event the Donor does not authorize a successor Co-trustee to alter or amend the investment options, then after the Donor’s death all investment decisions shall be made by the Trustee, in its sole and absolute discretion.

3. Donor hereby selects the following investment portfolio (select a portfolio only if 2, above is selected):

### **Money Market Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio provides liquidity and preservation of capital for the conservative investor. Growth is not a consideration in the investment decision making process, and as such, the account may not keep pace with inflation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Capital Preservation	100%	0%	0%

### **Capital Preservation Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on current income and preservation of capital. Growth is not a consideration in the investment decision making process, and as such, the account may not keep pace with inflation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Capital Preservation	10%	90%	0%

### **Income Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on providing a reasonable level of current and future income. Growth is a secondary objective, primarily for the purpose of keeping pace with inflation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Income	5%	70%	25%

### **Conservative Growth Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on providing a modest level of current and future income as well as a modest appreciation of capital over time.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Conservative Growth	5%	55%	40%

### **Moderate Growth Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on capital appreciation with income as a secondary objective, intended to reduce volatility over time.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Moderate Growth	3%	35%	62%

### **Growth Portfolio**

Taxable Portfolio

Tax-efficient Portfolio

The portfolio is focused on growth over the long-term. Income is secondary to growth and is regarded as incidental to the process of capital appreciation.			
Model	Cash and Equivalents	Fixed Income Securities	Equities
Growth	3%	20%	77%

4. Donor hereby expressly acknowledges, understands and agrees that at any time and from time to time the Trustee may determine that it is in the best interest of the above account to re-balance the investment portfolio to reflect more closely the percentage ratios of the components of such portfolio; and, to that end, the Donor agrees that the Trustee shall have full power in its discretion to sell, buy, exchange, dispose of or acquire any of the securities then constituting or recommended for such portfolio at such times and at such prices and upon such terms as the Trustee in its discretion may determine. All decisions and actions of the Trustee in respect thereto shall be conclusive and binding on all parties having an interest in the above account.

5. Donor hereby expressly authorizes and directs the Trustees of the Trust to continue to hold as an investment stock of (name of investment) \_\_\_\_\_  
a corporation with its principal offices at (address) \_\_\_\_\_

provided, however, that at any time the Trustees of the Trust shall deem such investment unsafe or insecure or shall for any other reason determine that the sale of said stock or any part thereof would be in the best interest of the above account, then the Trustees shall have full power in its discretion to sell, exchange, or otherwise dispose of said stock or any part thereof at such times and at such prices and upon such terms as the Trustees may determine. All decisions and actions of the Trustees in respect thereto shall be conclusive and binding on all parties having an interest in the above account.

6. Any person who advises others about the value of securities for compensation may be required to register with the Securities and Exchange Commission (the "SEC") under the Investment Advisers Act of 1940 (the "Advisers Act"). The SEC has taken the position that the selection of mutual funds on behalf of someone else constitutes investment advice and that reimbursement for expenses constitutes compensation. For that reason, a Co-trustee could be deemed to be an investment adviser and be required to register under the Advisers Act. The undersigned hereby confirms to the Trustees of the Trust that:

\_\_\_\_\_ (Initials) The Donor is registered as an investment adviser under the Advisers Act,  
or

\_\_\_\_\_ (Initials) The Donor does not (and will not, without first registering with the SEC as an investment adviser) (a) have more than 14 "clients," including the above trust account, in any 12 month period, (b) hold himself or herself out to the public as an investment adviser, or (c) act as an investment adviser to any investment company registered with the SEC or any business development company.