

**DIVORCE AND THE SPECIAL
NEEDS CHILD**
or
*How To Save the Day by Knowing A Lot
About A Little*

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***How To Save the Day by Knowing A Lot
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It is common knowledge among attorneys who practice family law that the divorce rate among couples who have a child with special needs is significantly higher than the divorce rate in the general population. Statistically, it is more likely than not that every divorce attorney will eventually be faced with a client who wants to plan for the care of a child who receives federal benefits, or who may receive them in the future, and who will need financial support for the rest of his life. This is the point at which a savvy family lawyer will seek the help of a special needs attorney. As that attorney, you may be the only person on either side of the negotiating table who understands the rules that govern the child's ability to qualify for benefits. You may find yourself educating stressed-out parents, busy family lawyers, a judge, a guardian ad litem, etc.

This material is designed to help you determine when it makes sense to include special needs planning in a divorce negotiation. If such planning is merited, this outline will guide you through the analysis needed to settle on a funding plan and acquaint you with potential pitfalls surrounding child support and life insurance provisions.

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I. IS A SPECIAL NEEDS TRUST APPROPRIATE?

Special needs planning is so important for the people who need it, there is a tendency to focus on getting it done right without stopping to consider whether it needs to be done at all. In many cases, a special needs trust IS appropriate for your client's child with disabilities. But before you jump to that conclusion, you should ask the following questions:

A. Is the child disabled for public benefits purposes?

1. A child under age 18 is considered "disabled" if he has a medically determinable physical or mental impairment that results in "marked and severe functional limitations." 42 U.S.C. § 1382c(a)(3)(C).
2. An adult is "disabled" for the purpose of determining whether that person qualifies to receive benefits if that person "is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The impairment must be so severe that the claimant is unable to do his or her previous work or any other 'substantial gainful activity' [i.e., paid work, also known as SGA] which exists in the national economy." 42 U.S.C. §§ 1382c(a)(3)(A), (B), 416(i)(1).
 - In 2021, the SGA limit for a non-blind person is \$1,310 per month. The SGA limit for a blind person is \$2,190 per month. These numbers adjust annually for inflation.

B. Does the child presently receive any state or federal benefits?

1. If the answer is yes, you need to find out more about the nature of the benefits (discussed in C, below).
2. If the child is young, it is possible that he is not receiving benefits of any kind, even if he has a disability that will eventually allow him to qualify for benefits. This does not necessarily mean that a SNT is not appropriate for that child.

C. If the child does receive benefits, are any of those benefits *means-tested* benefits?

1. Means-tested benefits are benefits that are paid after the agency considers what assets are either owned by or available to the recipient of the benefits. If the recipient of means-tested benefits owns or has access to non-exempt assets in excess of \$2,000, the benefits will be lost.
2. The two most common types of means-tested benefits are Social Security Insurance (SSI) and Medicaid.
 - (a) SSI is a federal welfare program, established under 42 U.S.C. § 1381 *et seq.* It pays a monthly benefit (up to \$794 per month for calendar year 2021) for food and shelter. SSI payments can be reduced, or eliminated altogether, if a recipient has countable income or support from some other source. When a developmentally disabled child reaches age 18, he becomes a “household of one” and can get SSI based on his own resources (or lack of resources), even if he lives

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with a parent. Depending on circumstances, the child may or may not be eligible for SSDI as well.

(b) Medicaid is a welfare program that provides basic medical and hospital care, access to prescription drugs, and long-term care. It is established under 42 U.S.C. § 1396 *et seq.*

- Although in many cases a family's assets are "deemed" available to a child who seeks benefits, there is a program in many states called the Katie Beckett program (created under 42 U.S.C. § 1396a(e)(3)) that allows a severely disabled child to qualify for Medicaid without regard to the parents' assets.
- Medicaid benefits are subject to a payback requirement (discussed later in greater detail). When a Medicaid recipient dies, the agency can seek payback from the recipient's estate for every cent spent on that recipient during his lifetime. Medicaid often begins this tally of expenditures at age 55, but it has the right to seek reimbursement for benefits paid earlier in the recipient's life.

(c) It is often critically important for a payee not to lose SSI, even if the dollar amount is small, because SSI in many states is linked to Medicaid. If a recipient's SSI benefit is reduced to zero, that recipient will also lose Medicaid coverage until SSI is restored.

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3. Other means-tested benefits include the following:
 - (a) Section 8 housing
 - (b) Food Stamps
 - (c) Energy Assistance
 - (d) Pharmaceutical Assistance
 - (e) Group Homes
 - (f) Traumatic Brain Injury (TBI) Programs
 - (g) State Medicaid Waiver Programs
4. Two major types of benefits that are not means-tested are SSDI and Medicare. These programs do not consider a payee's assets or resources when determining whether the payee should receive benefits (note, however, that SSDI is only payable to someone who is unable to engage in "substantial gainful activity;" as noted above, in 2021 that means work that pays over \$1,310 per month for a non-blind payee, or \$2,190 per month for a blind payee).
5. Never take a client's word for the type of benefits being paid. Always ask for a payment statement or correspondence from the agency that provides the benefit to determine whether the benefit is means-tested or not.
 - **Practice Note:** A quick way to determine whether a social security payment is SSI (which is means-tested) or SSDI (which is not) is to look at the amount. The highest amount of SSI that can be paid per month for 2021 is \$794 (this amount adjusts annually for inflation).

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If the recipient gets a Social Security check that exceeds \$794, the recipient is receiving SSDI.

D. Even if the child is not receiving benefits, or is receiving non-means-tested benefits like SSDI, it is good planning to establish SNTs for the child now if there is any chance that the child will get means-tested benefits in the future. There is no way to predict what benefits the child will receive later, and settling assets on the child now, or failing to plan for the child's needs in a manner that protects his future assets from payback claims, could be disastrous. It is relatively easy to reform a SNT if the child turns out to be a fully functional adult. It is impossible to rescue assets that are owned directly by the child from Medicaid payback requirements.

II. FUNDING THE SPECIAL NEEDS TRUST: SETTING A TARGET AMOUNT

Once you have determined that a SNT is appropriate, you need to decide how much is needed to fund the trust. There are four common ways to determine the amount needed: a Life Care Plan, a budget developed by the parent(s), an online calculator, and a conversation with a financial advisor.

- **Note:** Because autism is such a prevalent diagnosis in the U.S. today, there have been a number of studies that deal with it specifically. One study (funded by Autism Speaks and performed by the Center for Mental Health Policy and Services Research at the University of Pennsylvania) finds that the lifetime cost of caring for a person with autism can be as much as \$2.4 million *over and above* the cost (about \$200,000) of raising a neuro-typical child.

A. **Life Care Plan:** this is a detailed, comprehensive plan created after an evaluation of the child by a life care planner. It is the most expensive, but the most thorough, method to determine the cost of the child's needs.

1. A Life Care Plan includes the following components:

- (a) **Record Review:** provides background to help the planner understand the treatment needed.
- (b) **Evaluation Interview:** helps the planner understand the subject's background, medical and treatment history, and physical/intellectual ability.

- (c) Activities of Daily Living (ADL) Assessment: detailed analysis of the subject's level of competency with regard to daily activities and ability to live independently.
 - (d) Standardized Life Care Plan: based on the information in items (a) through (c) above and the planner's assessment of rehabilitation needs, the planner develops a plan for the subject.
 - (e) Local cost of each item contained in the plan (adjusted for inflation): the planner researches the annual cost of each component of the Life Care Plan in the subject's geographic area.
- 2. A Life Care Plan is preventive (as opposed to reactive); i.e., it builds in the cost of evaluations designed to avoid costly complications in the subject's condition.
 - 3. A Life Care Plan assumes that primary care givers will be paid; it recognizes that family members will not necessarily be there to care for the subject for his entire life.
 - 4. A Life Care Plan is needs-based and tailored to the subject's specific needs.
- B. **Budget** for the child's desired lifestyle, created by parent(s) and adjusted for inflation.
- C. **Online Calculators:** Calculators designed to help determine the cost of a special-needs child's care are available online. They are not as flexible or as specific as a Life Care Plan, but they have the advantage of being free, and a client can perform

the calculations at no cost for the attorney to use in determining the amount of funding to ask for.

- **Planning Note:** it is prudent planning not to include public benefits in the calculation of assets available to the child when you are deciding how much is needed to fund the trust (some online calculators *do* include this; put in zero if you use that type of calculator). There is no guarantee that the benefits available today will be available forever. Determine the amount needed to fund the trust based on a scenario where NO benefits are available. In many cases it is a good idea to run a best-case scenario, in which the child qualifies for all available benefits, and a worst-case scenario, in which the child's needs must be met entirely from private funds.

D. **Financial Advisors:** many large life insurance and brokerage organizations have a Special Needs Planning department with advisors who are trained to help families assess the amounts needed to provide for a child with special needs. This assistance is not as formal or as comprehensive as consultation with a life care planner, but it may be useful as a resource for the attorney or client when trying to estimate the cost of lifetime care.

III. FUNDING THE SPECIAL NEEDS TRUST: DIRECTING ASSETS TO THE CORRECT TYPE OF TRUST

A. There are two main categories of special needs trusts: third-party trusts and first-party trusts (also commonly referred to as “(d)(4)(A) trusts” or “self-settled trusts”). The primary distinguishing characteristic between the two is the source of the trust funds.

1. A third-party trust holds assets that belong to anyone other than the beneficiary.
2. A first-party trust holds assets that belong to the beneficiary.
3. Either of these can also be a “pooled trust,” which combines the assets of many different trusts for investment purposes, but distributes assets from each trust individually. Pooled trusts are typically used to hold amounts too small for a large financial institution to manage cost-effectively.

B. **Third-party SNTs:** There is no federal statutory authority for third-party SNTs, but they are recognized in the SSA Program Operating Manual (POMS) and they are honored if they are drafted properly. The following characteristics apply to third-party SNTs:

1. A third-party SNT can be established by anyone except the trust beneficiary.
2. A third-party SNT can be funded with funds that belong to anyone except the beneficiary. This makes it a useful planning tool for a number of reasons:

- (a) Not only can the trust hold assets that parents want to set aside for a child in anticipation of a divorce, it can also hold gifts from other friends or family members.
 - (b) Once the trust exists, both parents (and other family members) can use it as part of their estate plan. They can have a pour-over provision in their Wills that puts testamentary assets into the trust, rather than giving those assets to the child directly. As a practical matter, divorced parents will most likely prefer to have separate trusts to hold assets that they voluntarily convey to the trust as part of an estate plan or lifetime gifting program.
3. A third-party SNT has no payback requirement, so any assets that remain in the trust at the death of the primary beneficiary can go to any successor beneficiary, rather than being used to pay back Medicaid.
 4. A third-party SNT can be revocable during the lifetime of the grantor. Generally if the trust is revocable when it is signed, the trust document includes at least one triggering event that will cause the trust to become irrevocable. The most common triggering event is the death of the grantor, but trusts also often provide that the trust will become irrevocable when it holds assets above a certain dollar amount.
 5. A third-party SNT can be created for a beneficiary of any age.
 6. A third-party SNT can be either *inter vivos* (created during the grantor's lifetime) or *testamentary* (created by the grantor's Will). If the SNT is

testamentary, it is not effective until the grantor's death. A testamentary SNT is not ideal for a number of reasons.

- (a) If the trust is created and funded at a time when parents are contemplating divorce (which must be done with care—see the discussion on this subject below), it is a good idea to make the trust irrevocable from the day it is signed, or do make it a joint trust that becomes irrevocable at the death of the first grantor.
- (b) The testamentary trust can't be funded until it exists, so no one else in the family can leave or gift assets to the trust until after the grantor dies.
- (c) The state agency that approves the trust as a SNT for Medicaid purposes (in Georgia, that is the Department of Community Health) can't give final approval until the trust is funded. There is no way to know there is a problem with a testamentary trust until the grantor's death, when it may be too late to do anything about it.

- 7. A Support Trust that includes special needs provisions may be appropriate if there is doubt about whether the trust beneficiary will ever receive means-tested public benefits. The Trustee can be given discretion to transfer the trust assets from the support trust to a special needs subtrust. If there is a reasonable chance that a beneficiary will ever be on means-tested benefits, however, it is safest to establish a third-party SNT from the outset so it can

be approved (or amended to qualify as a SNT, if approval is not granted) while the grantor is still alive.

C. **First-party Trusts:** Federal statutory authority for a first-party SNT is found at 42 U.S.C. § 1396p(d)(4)(A). When deciding how to incorporate a first-party SNT into a settlement agreement, keep in mind the following important characteristics of these trusts:

1. A first-party SNT can only be created in one of the following ways:
 - (a) by the trust beneficiary, assuming he is competent to create a trust;
 - (b) by a parent;
 - (c) by a grandparent;
 - (d) by a guardian, if there is one; or
 - (e) pursuant to a court order.
2. A first-party SNT holds funds that belong to the trust beneficiary (“first-party” funds). “First-party” assets include anything that the trust beneficiary owns outright or has a beneficial ownership interest in, including child support payments (see the detailed discussion of the effect of child support payments on benefits below).
 - An incidental advantage to establishing a first-party trust is that it acts as a safety net to catch assets that would otherwise belong to the child outright and would therefore disqualify the child from receiving benefits. Examples include: assets in a trust that is not a SNT; intestate distributions; future tort settlements or surprise

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income; and beneficial interests in life insurance or inherited retirement accounts.

3. A first-party SNT must name the disabled person as the sole beneficiary during that person's life, and it must include a provision that any assets remaining in the trust after the beneficiary's death be used to pay back Social Security and Medicaid for expenditures made on the child's behalf.
4. A first-party SNT must be irrevocable.
5. A first-party SNT cannot be created for a beneficiary who is over age 65 or funded after the beneficiary turns 65.
6. A first-party SNT must be *inter vivos* (created during the grantor's life).

IV. CHILD SUPPORT AND THE SPECIAL NEEDS CHILD

Negotiating child support for a disabled child is like walking through a minefield. In many cases, some or all of the child support payment is attributed to the child as income and can reduce or eliminate benefits. The impact of child support payments changes depending on whether the child is over the age of majority, whether anyone else in the household receives benefits, how the payments are made, and what terminology is used in the settlement agreement. The following is a summary of some of the rules regarding this complex subject.

A. TERMINOLOGY

The POMS (the handbook that serves as a Social Security or Medicaid worker's Bible when determining what assets are attributable to a benefits recipient) defines certain terms that must be used correctly when drafting an agreement that addresses support payments for a child who receives means-tested benefits.

1. **Child:** a person who is under age 18 (or under age 22 if regularly attending school or training designed to prepare the child for a job), who is unmarried, and who is not the head of a household. POMS SI 00501.010, SI 501.020.
2. **Adult Child:** a son or daughter who is no longer a child. POMS SI 00830.420A.5.
3. **Child Support:** a payment from a parent to or for the benefit of a child to meet the child's needs for food and shelter. POMS SI 00830.420A.1.
 - Note that payments may be considered child support whether they are made in cash or in-kind and whether they are voluntary or court-ordered. POMS SI 00830.420A.1.
4. **Absent Parent:** a parent who does not live in the same household as the child (as determined on the first day of the month). POMS SI 00830.420A.2.
5. **Custodial Parent:** the parent who has care, guardianship or custody of the child. POMS SI 00830.420A.6.
6. **Child Support Arrearage Payment:** a child support payment that is past due and is paid to meet a past obligation to support the child. POMS SI 00830.420A.7.

B. GENERAL RULES GOVERNING SUPPORT PAYMENTS

1. When a child support payment is made by an absent parent on behalf of a minor child who receives SSI, even if the payment is made to a custodial parent and not directly to the child, SSI characterizes the payment as *the child's* unearned income. POMS SI 00830.420 B 1. SSI excludes 1/3 of that unearned income, as well as a \$20 personal allowance, but the remainder of the payment reduces the child's monthly SSI benefit dollar for dollar. The rules below apply to *all* child support payments, even to arrearage payments.

- Example: a child is entitled to \$794 per month in SSI. The child receives \$900 per month in child support from an absent parent. SSI excludes 1/3 of that payment (\$300), plus a \$20 personal allowance, from the amount it considers to be the child's unearned income. The remaining \$580 reduces the child's \$794 SSI benefit dollar for dollar, so the child receives SSI of \$214.
- Note: in the unlikely event that a child receives child support payments from a parent who lives *in the same household*, the 1/3 exclusion from unearned income does not apply and the entire child support payment is counted directly against the child's SSI. POMS SI 00830.420 B 3 b.

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2. If a child support payment is made by an absent parent on behalf of an **adult** child, SSI disregards \$20 of that payment. The rest of the payment is considered the child's unearned income and 100% of it reduces the child's SSI dollar for dollar. POMS SI 00830.420 C 1.

- Example: an adult child is entitled to \$794 per month in SSI. The adult child receives \$900 per month in child support from an absent parent. SSI excludes \$20 of that payment from the amount it considers to be the adult child's unearned income. The remaining \$880 reduces the child's \$794 SSI benefit to zero.
- Consider the significance of this scenario when the child is also on Medicaid. In many states, as noted previously in this outline, SSI is linked to Medicaid. Therefore, if a child's SSI benefit is reduced to zero, the child automatically loses Medicaid as well. That means that in addition to losing medical coverage, the child will lose the ability to apply for waiver programs that pay for community living support, transportation, job coaching, and a host of other things.

C. TERRIBLE AND NOT-SO-TERRIBLE PLANNING OPTIONS TO ADDRESS THE PROBLEM

1. **A TRULY TERRIBLE OPTION:** A combination of clueless divorce lawyers and poorly advised parents results in a plan for post-majority child support to be paid directly to the custodial parent for a number of years after the child turns 18. As in the example above, the child, who would otherwise qualify for SSI at

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age 18, loses the ability to receive SSI because the payments offset the SSI amount dollar for dollar. In many states, the child also fails to receive Medicaid. The parents spend years effectively substituting family resources for the state and federal resources that would otherwise have been available.

2. **ANOTHER TRULY TERRIBLE OPTION:** Divorcing parents with a special needs child hear just enough on the special needs parent grapevine to realize that there is a problem with that child receiving post-majority child support. Their divorce lawyers go along with their insistence that the settlement agreement require child support for that child to cease on the child's eighteenth birthday, no matter what. The child may then qualify for SSI and Medicaid, but the custodial parent has sacrificed years of additional financial support that could easily have been paid for the care of the child.

3. **A SLIGHTLY LESS TERRIBLE OPTION:** The settlement agreement requires the absent parent to pay directly for food or shelter for an adult child who receives SSI. The payments are considered In-kind Support and Maintenance (ISM). ISM reduces SSI benefits dollar for dollar, but only up to 1/3 of the SSI benefit (with an additional disregard of \$20 under some circumstances).

- Example: an adult child is entitled to \$794 per month in SSI. The absent parent pays no child support, but instead pays \$900 per month in rent for the home where the child lives with the custodial parent. \$450 of that payment is attributable to the child's shelter costs, and

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is therefore considered ISM to the child. The \$450 ISM payment reduces the child's \$794 SSI benefit dollar for dollar, but only up to 1/3 of the total amount (\$263), so the child receives SSI of \$531. (The additional \$20 exclusion that sometimes applies does not affect the calculations here.)

4. **AN EVEN LESS TERRIBLE, BUT STILL NOT PERFECT, OPTION:**

The settlement agreement provides that the absent parent will pay directly for things *other than* food or shelter for an adult child. The child's SSI benefit is undiminished by the payments. Payments made directly for school tuition, unreimbursed medical expenses, clothing, entertainment, etc., have no effect on SSI.

- Example: a child is entitled to \$794 per month in SSI. The absent parent pays no post-majority child support, but instead pays \$900 per month in private school tuition for the child. The entire \$900 clearly benefits the child in this case, but because it is not a payment of cash on the child's behalf and it is not a payment for food or shelter, this payment has no effect on the child's \$794 SSI benefit.

The child continues to receive \$794 per month in SSI.

While this is the best of all the options discussed so far to structure monthly payments for a special needs child, it is limiting in some respects. Because funds are spent in full each month to pay for the agreed-upon expenses, the custodial parent has no control over the way those funds are used, and gets

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no help with shelter costs. Parents also tend to hate this plan because of the danger that the specific expense being paid for may increase unexpectedly (tuition goes up, for example) or go away (the child completes his formal education).

5. **THE BEST OPTION:** The settlement agreement requires post-majority child support payments to be made to a (d)(4)(A) SNT. None of the payments are counted as unearned income to the child, so the child can receive 100% of the SSI that he is entitled to. Trust assets can be used for anything that the child needs, with no restrictions. Even food and shelter costs can be paid from this trust if an ABLE account is also used.

Because SSA clearly views child support payments as the property of the child, it is impossible to put those assets into a third-party special needs trust. The next-best solution is to have payments made to a (d)(4)(A) trust. A (d)(4)(A) trust has a number of advantages over the payment arrangements discussed above:

- a. The funds in the trust can be used for anything, as long as they are used for the child's sole benefit. Provided that no distributions are made directly from the trust for food or shelter, trust expenditures will not reduce a child's SSI payment.

- b. The (d)(4)(A) trust can hold other assets in addition to child support payments. *Any* asset that belongs to the child can be held by the trustee, including unspent SSI payments from a previous month, damages awarded pursuant to a personal injury claim, and gifts or bequests made directly to the child.
- c. A disabled adult (under age 65) can also shelter funds or receive post-majority child support payments via a (d)(4)(A) trust. The advantage of this strategy is greater for adult children, because they are at greater risk of losing SSI benefits if child support is paid in some other manner.

In order for the (d)(4)(A) trust to receive child support payments, the divorce decree must order the absent parent to make child support payments to the (d)(4)(A) trust. POMS SI 01120.200 G 1 d. If the divorce is final and the divorce decree does not include this requirement, the parties can amend the settlement agreement to provide the requirement that payments made after the child turns 18 will be made to the trustee of the (d)(4)(A) trust, or the custodial parent can irrevocably assign child support payments to the trust.

C. PUTTING MARITAL ASSETS INTO A THIRD-PARTY SPECIAL NEEDS TRUST

The Medicaid payback provisions that apply to (d)(4)(A) trusts make them undesirable receptacles for large sums of money. If the divorcing parties trust each other to provide voluntarily for the child, it may be possible to direct funds **other**

than child support into a third-party trust, which is not subject to Medicaid payback rules. There is no explicit discussion of this in the POMS.

This area is subject to interpretation and best practices vary widely from one state to another. The following discussion is intended to offer ideas as to the best way to fund a third-party SNT in conjunction with (not as part of) a divorce settlement.

1. If a parent voluntarily creates and funds a third-party SNT for a child outside of a settlement agreement, the assets are indisputably third-party assets and the trust, having been created without reference to a court order, is inarguably permissible. The challenge, in the context of a divorce, arises when one party wants to use marital assets to provide for a disabled child's lifelong needs and the other party refuses to do so.
2. If the parties want to fund a third-party SNT voluntarily, but worry about the other person making changes to the trust later, it may be best to have them create a joint trust, which could be irrevocable upon signing, or could have a provision saying that the trust becomes irrevocable upon the death of the first grantor.
3. While child support clearly must be paid to a (d)(4)(A) trust, there are no restrictions on what the parties do with marital assets. As long as the settlement agreement doesn't require it, the parties are free to set aside some part of the marital estate and put those assets into a third-party SNT. The settlement agreement could refer to this as a "property settlement." This property settlement could take the form of a lump sum, perhaps set aside before the remaining assets in the marital estate are divided between the parties. **Under**

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no circumstances should a third-party SNT be funded with funds that are characterized as assets intended for the support of the child.

4. If there are insufficient assets in the marital estate to fund a third-party SNT with a lump sum, the settlement agreement might require one or both parties to purchase a life insurance policy or an annuity. The trust could be named as the beneficiary, as long as that is not a binding part of the settlement. If there is a permanent life insurance policy in existence, I often suggest that the policy become the property of the non-insured spouse, perhaps with a provision in the settlement agreement about who is responsible for paying premiums. As long as the policy owner is not required to name the trust as the beneficiary, the death benefit can be directed to a third-party SNT.
5. The funds in the third-party SNT cannot take the place of child support payments. Medicaid will regard the funds as child support, regardless of what they are called, if the agreement provides for a third-party SNT to be funded at the expense of regular monthly child support payments. The funds in the third-party SNT must be *over and above* the paying parent's obligation to support the child.

Biographical Information

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Kim Martin is a trusts and estates attorney in Atlanta, Georgia, whose practice focuses on estate planning for families with a special needs family member. Her areas of expertise also include guardianship, divorce settlement agreements in cases that involve a special needs child, and tax planning.

Before joining Nadler Biernath, Kim was an associate at Lefkoff, Duncan, Grimes, McSwain and Hass, P.C., and in the Estate Planning and Administration group in the Atlanta office of Chamberlain, Hrdlicka, White, Williams and Martin (now Chamberlain, Hrdlicka, White, Williams and Aughty). She has also worked in the State and Local Tax Division of KPMG, LLP.

Kim has a Bachelor's Degree in English Literature from the University of Virginia (1990). She earned her law degree from the University of North Carolina at Chapel Hill (1999). She was admitted to the practice of law in Georgia in 1999. Her publications include articles in Trusts and Estates Magazine and Family Lawyer Magazine. She is a frequent speaker on the subjects of special needs trusts, guardianship, and divorce settlement agreements for families that include a child with special needs.

As the mother of two beautiful children, one of whom has Autism, Kim brings to her practice an appreciation for the unique challenges and joys of parenting a special needs child.

Memberships/Professional Credentials:

- Board of Directors, "Just" People, an organization devoted to providing housing and day programs for adults with developmental disabilities
- Board of Directors, Special Needs Cobb (formerly Right in the Community), which assists developmentally disabled adults with supported living and day programs
- Board of Directors, Frazer Center, which offers an inclusive pre-K program and a day program for adults with intellectual disabilities
- Board of Directors, Peter and Paul's Place, an organization that offers art-based programs for neuro-diverse adults
- Board of Directors, Branch Out Initiative, which provides STEM-based activities for children with special needs
- Member, Academy of Special Needs Planners
- Member, National Association of Elder Law Attorneys
- Member, State Bar of Georgia
- Member, Atlanta Bar Association
- Member, Georgia Association for Women Lawyers
- Member, FOCUS Parent Advisory Council (PAC)

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