Cause Number:	
In the Interest of the following Minor Child(ren): (Print the initials of each child.)	In the
1	
2	District Court
3	☐ County Court at Law
4	
5	of County, Texas
Order in Suit Affecting the Pare (Parent Custody Ord	•
A trial took place on There was r	no jury. No party asked for a jury.
1. Appearances	
Petitioner	
The Petitioner's name is:	dle Last
riist iviidt	die Last
The Petitioner is the: (Check one.) ☐ Mother. ☐ Legal Father. Check one.)	
The Petitioner was present , self-represented, and announce	d ready for trial.
The Petitioner was present , self-represented, and agreed to	•
☐ The Petitioner was not present but has signed this Order, ag	
	, 3
Respondent	
The Respondent's name is:	·
First Middle	Last
The Respondent is the: (Check one.)	
Check one.)	
The Respondent was present, representing, self-represented	d, and announced ready for trial.
☐ The Respondent was present , self-represented, and agreed	to the terms of this Order.
The Respondent was not present but filed an Answer or Wai agreeing to its terms.	ver of Service and has signed this Order,
The Respondent was not present but filed a Global Waiver of notice of this hearing and did not otherwise appear.	of Service that waived Respondent's right to
The Respondent was not present but was served and has do of Last Known Address and a Military Status Affidavit.	efaulted. The Petitioner has filed a Certificate

2. Jurisdiction

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

	The Cour	t fills out this	box.		
3. Record					
☐ A Court reporter recorded today's	A Court reporter recorded today's hearing.				
A Court reporter did not record to record.	day's hearin	ng because	the parties a	nd judge agreed not	to make a
☐ A Statement of the Evidence was	signed by t	he Court.			
4. Child(ren) The Court finds that the child or child	ren listed be	elow are the	subject of th	nis case:	
Child's name	Sex	Date of Birth	Place of Birth	Social Security	State where child lives now
1					
2		/ /			
3					
4					
5					
5. Paternity					
The Court finds that the parent-child	relationship	between	Print t	ne full name of the Lega	I Father.

and each child listed above has been legally established by an Acknowledgment of Paternity signed by both parents and filed with the Vital Statistics Unit. A copy of each Acknowledgment of Paternity is attached to and fully incorporated into this Order.

6. Parenting Plan

The Court finds that the following orders concerning the rights and duties of the parties in relation to the child(ren), including orders for conservatorship (custody), possession and access (visitation), child support, medical support, and dental support are in the child(ren)'s best interest. The Court further finds that these orders constitute the parenting plan of the Court for the child(ren) listed above.

7. Conservatorship (Custody)

7A. Rights and Duties of Both Parents

The Court **ORDERS** that both parents always have the following rights:

Texas Family Code 153.073

1. The right to receive information from the other parent or conservator about the child(ren)'s health, education, and welfare;

- 2. The right to talk or confer with the other parent, to the extent it is possible, about upcoming decisions concerning the child(ren)'s health, education, and welfare;
- 3. The right to have access to the child(ren)'s medical, dental, psychological, and educational records;
- 4. The right to talk or consult with the child(ren)'s doctors, dentists, and psychologists;
- 5. The right to talk or consult with school officials, including teachers, and school staff, about the child(ren)'s welfare and educational status and school activities;
- 6. The right to attend the child(ren)'s school activities;
- 7. The right to be designated as an emergency contact on their child(ren)'s records;
- 8. The right to give consent for emergency medical, dental, and surgical treatment if the child(ren)'s health or safety is in immediate danger; and
- 9. Each parent has the right to manage the child(ren)'s estate(s) if they created it for the child(ren) or if that parent's family created it for the child(ren).

The Court **ORDERS** that each parent has the following rights and duties when the parent is in possession of the child(ren):

Texas Family Code 153.074

- 1. The duty to care for, control, protect, and reasonably discipline the child(ren);
- 2. The duty to support the child(ren), including providing them with food, clothing, and shelter, and medical and dental care that does not involve an invasive procedure;
- 3. The right to consent to non-invasive medical and dental care for the child(ren); and
- 4. The right to direct the child(ren)'s moral and religious training.

The Court **ORDERS** that each parent always have the following duties:

Texas Family Code 153.076

- 1. The Court ORDERS that each parent has the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the child(ren).
- 2. The Court ORDERS that each parent has the duty to inform the other parent if the parent resides with for at least thirty days, marries, or intends to marry a person who the parent knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense that would require the person to register as a sex offender under that chapter, if convicted.
 - The parent is ORDERED to give this notice as soon as practicable, but no later than the 40th day after the date the parent or conservator begins to reside with the person, or within 10 days of marrying the person. The notice must include a description of the offense that required the person to register as a sex offender or the offense that the person is charged with that may require the person to register as a sex offender.
 - WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.
- 3. The Court ORDERS that each parent has the duty to inform the other parent if the parent establishes a residence with a person who the parent knows is the subject of a final protective order sought by an individual other than the parent that is in effect on the date the residence with the person is established.

The parent is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the parent establishes residence with the person who is the subject of the final protective order.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

4. The Court ORDERS that each parent has the duty to inform the other parent if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the parent after the expiration of the 60-day period following the date the final protective order is issued.

The parent is ORDERED to give this notice as soon as practicable but not later than the 90th day after the date the protective order was issued.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

5. The Court ORDERS that each parent of a child has the duty to inform the other parent of the child if the parent is the subject of a final protective order issued after the date of the order establishing conservatorship.

The parent is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the final protective order was issued.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Note: A person who is the subject of a final protective order is the person who the protective order is against.

7B. Parents Appointed Conservators

If the parents will be joint managing conservators, check box **7B(1)** below and fill in the requested information.

	parent will be the sole managing conservator and the other will be the possessory conservator, skip Go to the next page and check box 7B(2). Fill in the information requested in box 7B2 .
7B(1)	☐ Joint Managing Conservators
	The Court ORDERS that the parents are appointed Joint Managing Conservators and:
	(Check 7B(1)(a) or 7B(1)(b) .)
	7B(1)(a) One Parent Has the Exclusive Right to Decide Where the Child(ren) Live.
	The Court ORDERS that
	Print the name of the parent who will decide where the child(ren) live.
	has the exclusive right to designate the primary residence of the child(ren) and that :
	(Check one box.)
	may designate the child(ren)'s residence without regard to geographic location.
	must designate the child(ren)'s residence within the following geographic area:
	(Check one box.)
	the school attendance zone of:
	☐ this county. ☐ this county or county adjacent to this county.
	☐ Texas. ☐ other: .

7B	(1)(b)	□ Neither Parent Has the Exclusive Rig	ht to Decid	e Where the	Child(ren) Live.
		The Court ORDERS that neither parent residence of the child(ren). However, bo child(ren)'s primary residence from the f	oth parents a	re ORDERE	D not to m	
		(Check one box.)		•		
		the school attendance zone of:				
	duties	Court ORDERS that the parents, as Joint Ma s as marked below. The right or duty listed in tts as marked in the 2nd, 3rd, 4th, or 5th colu	the 1st colu			
	(Ch	eck one box in each row.)	Mother exclusively	Father exclusively	Parents jointly	Parents independently
	1.	the right to consent to invasive medical, dental, and surgical treatment for the child(ren)				
	2.	the right to consent to psychiatric or psychological treatment for the child(ren)				
	3.	the right to receive child support and save or spend these funds for the child(ren)'s benefit			No	No
	4.	the right to represent the child(ren) in a legal action and make important legal decisions that affect the child(ren)				
	5.	the right to consent to a child's marriage, or to a child enlisting in the U.S. Armed Forces				
	(Ch	eck one box in each row.)	Mother exclusively	Father exclusively	Parents jointly	Parents independently
	6.	the right to make decisions concerning the child(ren)'s education				
		the right to the services and earnings of the child(ren)				
	8.	the right to make decisions for the child(ren) about their estates if required by law (unless the child(ren) have a guardian or attorney ad litem or guardian of the estate)				
	9.	the duty to manage the child(ren)'s estates to the extent the estates have been created by the parents' community or joint property.				
7B(2)		ole Managing Conservator and Posse Court ORDERS that Print the name of the parent	_		naomystor of	is the objectives
	appoi	nted Sole Managing Conservator of the ch		o managing oc	moor valur OI	are crimu(ren).
	The C	Court ORDERS that				is
	on!	Print the name of the parent		ssessory Cons	ervator of th	e child(ren).
	appol	nted Possessory Conservator of the child(ren).			

The Court **ORDERS** that the **Sole Managing Conservator** has the following exclusive rights and duty:

- 1. the right to designate the primary residence of the child(ren) without geographic restriction;
- 2. the right to consent to medical, dental, and surgical treatment for the child(ren) involving invasive procedures;
- the right to consent to psychiatric and psychological treatment of the child(ren);
- 4. the right to receive child support and to save or spend these funds for the benefit of the child(ren);
- 5. the right to represent the child(ren) in legal action and to make other decisions of substantial legal significance concerning the child(ren);
- 6. the right to consent to marriage and to enlistment in the United States Armed Forces;
- 7. the right to make decisions concerning the child(ren)'s education;
- 8. the right to the services and earnings of the child(ren);
- 9. except when a guardian of the child(ren)'s estates or a guardian or attorney ad litem has been appointed for the child(ren), the right to act as an agent of the child(ren) in relation to the child(ren)'s estates if the child(ren)'s action is required by a state, the United States, or a foreign government;
- 10. the duty to manage the estates of the child(ren) to the extent the estates have been created by community property or the joint property of the parents.
- 11. the right to apply for, renew, and maintain passports for the child(ren) unless this right is somehow limited by this order or another court order.

7C.Order Regarding Passports for the Child(ren)

The	e Court ORDERS that: (Check one box.)
	The Sole Managing Conservator named in this order shall have the exclusive right to apply for, renew, and maintain passports for the child(ren).
	Mother shall have the exclusive right to apply for and renew passports for the child(ren).
	Father shall have the exclusive right to apply for and renew passports for the child(ren).
	Neither parent has the exclusive right to apply for or renew passports for the child(ren). A parent who applies for or renews a passport for the child(ren) must obtain the written consent of the other parent.
8.	Possession and Access (Visitation)
The	e Court ORDERS that the parents shall have possession and access to the child(ren) as ordered in the:
(Ch	eck one box. Attach the appropriate Possession Order. Write "Exhibit A" at the top.)
	Standard Possession Order attached as Exhibit A and fully incorporated into this Order. Modified Possession Order attached as Exhibit A and fully incorporated into this Order. Supervised Possession Order attached as Exhibit A and fully incorporated into this Order.
(Ch	The Court ORDERS that until a child is 3 years old, the parents shall have possession and access to the child as ordered in the Possession and Access Order for Child Under 3 attached as Exhibit B and fully incorporated into this Order. The Court ORDERS that beginning on the child's 3rd birthday, the parents shall have possession and access to the child as ordered in the Possession and Access Order attached as Exhibit A.

9. Child Support

9A. Order to Pay Child Support

The Court ORDE	(Print the name of the parent who will pay child support.)	(Obligor) to pay
child support to _		(Obligee) in the amount
	(Print the name of the parent who will receive child support.)	
and manner desc child.	cribed below until one of the following events that terminate	child support occurs for each

9B. Events that Terminate Child Support

The obligation to pay child support for a child terminates when:

- The child turns 18, unless when the child turns 18 he or she is enrolled and complying with attendance requirements in a secondary school program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit then child support terminates at the end of the month in which the child graduates;
- The child marries, dies, or is emancipated by court order;
- The child begins active duty in the United States armed forces;
- A court terminates the parent-child relationship between the man ordered to pay child support and the child based on genetic testing that determines the man is not the child's father; or
- The person ordered to pay child support and the person ordered to receive child support marry or remarry each other unless a nonparent or agency has been appointed conservator of the child.

9C.Obligor and Obligee

The Court **ORDERS** that the parent ordered to **pay** child support in **9A** above is the **Obligor** and will be referred to as the "**Obligor**" throughout this section.

The Court **ORDERS** that the parent ordered to **receive** child support in **9A** above is the **Obligee** and will be referred to as the **"Obligee"** throughout this section.

9D.Child Support Amount(s)

If only one child will receive support, check box **9D(1)** and fill in the child support amount and start date.

If more than one child will receive support, check box **9D(2)** and fill in the child support amounts and start date.

9D(1) 🗌	For a Single Child	
	Obligor is ORDERED to pay \$	child support per month. The 1st payment is
	due on Month / Day / Year	A like payment is due on the 1st day of each month
	after that until child support terminate	es for the child.
9D(2) 🗌	For Multiple Child(ren)	
	Obligor is ORDERED to pay \$	child support per month. The 1st payment is
	due onMonth / Day / Year	A like payment is due on the 1st day of each month after
	that until child support terminates for	one child.

After child support terminates for one child, Obligor is ORDERED to pay \$_ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for one child. A like payment is due on the 1st day of each month after that until child support terminates for a second child. After child support terminates for two child(ren), Obligor is **ORDERED** to pay \$ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a second child. A like payment is due on the 1st day of each month after that until child support terminates for a third child. After child support terminates for three child(ren), Obligor is ORDERED to pay \$ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a third child. A like payment is due on the 1st day of each month after that until child support terminates for a fourth child. After child support terminates for four child(ren), Obligor is **ORDERED** to pay \$ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a fourth child. A like payment is due on the 1st day of each month after that until child support terminates for a fifth child. After1 child support terminates for five child(ren), Obligor is ORDERED to pay \$_ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a fourth child. A like payment is due on the 1st day of each month after that **until** child support terminates for a sixth child.

9E. Place of Payment

The Court ORDERS Obligor to send all child support payments to the **Texas Child Support State Disbursement Unit**, **PO Box 659791**, **San Antonio**, **TX 78265**, for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the child support payments. Additional payment options are on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

The Court ORDERS Obligor to Include the following information with each payment:

- Obligor's name and Obligee's name
- Cause Number and County of Order
- Attorney General Case Number (if applicable)

Payments should be made out to the Texas State Disbursement Unit or TXSDU.

9F. No Credit for Informal Payments

IT IS ORDERED that money paid by Obligor directly to Obligee or spent while in possession of the child(ren) does **NO**T count as child support and shall be deemed in addition to and not instead of the support ordered in this order.

Warning! Do **not** pay child support directly to the other parent. Send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265.** If you pay child support directly to the other parent, you won't get credit and you may have to pay again!

9G.Child Support Account / Fees

Each parent is ORDERED to:

• Fill out any forms necessary to set up a child support account, and

- Take the forms to the local Domestic Relations Office or county child support liaison within 5 days after the judge orders child support, **and**
- Pay when due all fees charged to that parent by the state disbursement unit and any other agency authorized by law to a charge a fee for the collection and distribution of child support.

9H. Guideline or Non-Guideline Support

The	e Court finds that the child support ordered above is:
	Guideline Support: The amount of child support is approximately the amount recommended by the Texas Family Code Child Support Guidelines. See Texas Family Code, Chapter 154, Subchapter C.
	Non-Guideline Support: The amount of child support differs significantly from the amount recommended by the Texas Family Code Child Support Guidelines.
	(If the amount ordered is not based on the guidelines, you must also provide the following information.)
	The net monthly income/resources of the Obligor is \$
	The net monthly income/resources of the Obligee is \$
	Guideline child support would be % of Obligor's net monthly resources, which is \$ per month.
	The actual monthly child support amount ordered is \$, which is % of Obligor's net monthly income/resources.
	Guideline child support would be unjust or inappropriate under the circumstances because:

91. Income Withholding

IT IS ORDERED that any employer of Obligor is ordered to withhold child support from Obligor's disposable earnings.

If an income withholding for support order is served on Obligor's employer, the employer shall withhold child support payments from Obligor's pay, and send it to the <u>Texas Child Support Disb1ursement Unit, PO Box 659791, San Antonio, TX 78265</u>, where the payments shall be recorded, and forwarded to Obligee. All child support withheld and paid in accordance with this order shall be credited against Obligor's child support obligation.

If the employer withholds less than 100% of the child support ordered, Obligor is ORDERED to send the balance owed to the **Texas Child Support Disbursement Unit**, **PO Box 659791**, **San Antonio**, **TX 78265**.

If an income withholding for support order is not served on the employer, or if Obligor's is self-employed or unemployed, Obligor's is ORDERED to send all child support payments to the <u>Texas Child Support</u> <u>Disbursement Unit, PO Box 659791, San Antonio, TX 78265.</u>

IT IS ORDERED that the Clerk of this Court shall cause a certified copy of the income withholding for support order to be delivered to any employer of Obligor, if asked to do so by Obligor, Obligee, a prosecuting attorney, the title IV-D agency, a friend of the Court, or a domestic relations office.

9J. Suspension of Income Withholding

Check here if all parties agree not to have the employer withhold child support payments at this time.

The parties agree, and the Court ORDERS that an income withholding for support order shall not be served on the employer **unless**: 1) child support payments are more than 30 days late, 2) the past due amount is the same or more than the monthly child support amount, 3) another violation of this child support order occurs or 4) the Office of the Attorney General Child Support Division is providing services to Obligee. Obligor is ORDERED to send all child support payments to the **Texas Child Support Disbursement Unit**, **PO Box 659791**, **San Antonio**, **TX 78265**, where the payment will be recorded, and forwarded to Obligee.

9K. Change of Employment

Obligor is ORDERED to notify this Court and Obligee by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than **7 days** after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of Obligor and the name and address of Obligor's current employer, whenever that information becomes available.

9L. Child Support After Death

IT IS ORDERED that the provisions for child support in this Order shall be an obligation of Obligor's estate and shall not terminate on Obligor's death. Payments received for the benefit of the child(ren), including payments from the Social Security Administration, Department of Veterans Affairs, or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of Obligor's estate.

9M. Life Insurance Policy Check if the person ordered to pay child support should also be ordered to maintain a life insurance policy for as long as child support is ordered.
As additional child support, the person paying child support under this order is ORDERED to obtain and maintain a life insurance policy on their life for as long as child support is ordered. The value of the policy shall be at least as much as the total child support obligation. The person receiving child support under this order must be named as the primary beneficiary for the benefit of the child(ren).

NOTICE REGARDING MODIFYING (CHANGING) THIS CHILD SUPPORT ORDER

THE COURT MAY MODIFY THIS ORDER THAT PROVIDES FOR THE SUPPORT OF A CHILD, IF:

- (1) THE CIRCUMSTANCES OF THE CHILD OR A PERSON AFFECTED BY THE ORDER HAVE MATERIALLY OR SUBSTANTIALLY CHANGED; <u>OR</u>
- (2) IT HAS BEEN THREE YEARS SINCE THE ORDER WAS RENDERED OR LAST MODIFIED AND THE MONTHLY AMOUNT OF THE CHILD SUPPORT AWARD UNDER THE ORDER DIFFERS BY EITHER 20 PERCENT OR \$100 FROM THE AMOUNT THAT WOULD BE AWARDED IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES.

10. Medical and Dental Support

10A. Duty to Provide Medical and Dental Support

As additional child support, the Court **ORDERS** the parents to provide medical and dental support as set out in this order for each child until one of the following **events that terminate medical and dental support** occurs for the child.

10B. Events that Terminate Medical and Dental Support

The obligation to provide medical and dental support for a child terminates when:

- The child turns 18, unless when the child turns 18 he or she is enrolled and complying with attendance requirements in a secondary school program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit then child support terminates at the end of the month in which the child graduates;
- The child marries, dies, or is emancipated by court order;
- The child begins active duty in the United States armed forces;
- A court terminates the parent-child relationship between the man ordered to pay child support and the child based on genetic testing that determines the man is not the child's father; or
- The person ordered to pay child support and the person ordered to receive child support marry or remarry each other unless a nonparent or agency has been appointed conservator of the child.

10C. Definitions

"Child(ren)" means all child(ren), whether one or more, listed in Section 5A of this Final Order of Divorce.

"Obligor" means the parent ordered to pay child support.

"Obligee" means the parent ordered to receive child support.

"Health insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization, or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Dental insurance" means insurance coverage that provides preventive dental care and other dental services, including usual dentist services, office visits, examinations, X-rays, and emergency services, that may be provided through a single service health maintenance organization or other private or public organization.

"Health-care expenses" include, without limitation, medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges but do not include expenses for travel to and from the provider or for nonprescription medication.

"Health-care expenses that are not reimbursed by insurance" (also called "unreimbursed expenses") include related copayments and deductibles.

"Furnish" means-

- to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient; **or**
- to deliver the document to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address; **or**
- to deliver the document to the recipient at the recipient's last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States: **or**

	deliver the document to the recipient at the recipient's email address if an email address for the cipient is provided below: (Check and print email address(s) if delivery by email is okay.)
	Obligee's email address:
	Obligor's email address:
	the event of any change in either recipient's email address, that recipient is ORDERED to notify the ner recipient of such change in writing within twenty-four hours after the change.
10D. (Court Findings About Health Insurance
coveraç	Fexas law says that health insurance is available at a "reasonable cost" if the total cost of health insurance ge for all child(ren) for which the Obligor is responsible under a medical support order is not more than ent of the Obligor's annual resources. See Texas Family Code 154.181(e).
The Co	ourt finds that private health insurance for the child(ren): (Check one.)
	not available at a reasonable cost to either parent. The Court finds that the child(ren) are:
(Ch	neck one.) currently covered by Medicaid .
	currently covered by C.H.I.P. at this cost: \$
	not currently covered by Medicaid or C.H.I.P.
	available at a reasonable cost to the person ordered to pay child support through:
	Father's work, membership in a union, trade association, or other organization, or other source available to Father.
	Mother's work, membership in a union, trade association, or other organization, or other source available to Mother.
10E. (Orders about Health Insurance / Medical Support
The Co	ourt makes the following orders about health insurance / medical support for the child(ren).
Check	box 10E(1) if the Obligor will provide and pay for health insurance for the child(ren).
	box 10E(2) if the Obligee will provide health insurance for the child(ren) and the Obligor will pay cash al support to reimburse the Obligee for the cost of the insurance.
be orde	box 10E(3) if neither parent has access to private health insurance at a reasonable cost. Obligee will ered to apply for coverage under a government medical assistance program and Obligor will be d to pay cash medical support.
Note: T	The Obligor is the parent ordered to pay child support. The Obligee is the parent who will receive child support.
10	E(1) Obligor to Provide and Pay for Health Insurance
As	additional child support, the Court ORDERS Obligor ,, (Print name of parent ordered to pay child support)
to	obtain health insurance for the child(ren) within 15 days of the date of this order.
	oligor is ORDERED to then maintain health insurance for each child until one of the above "events that minate medical and dental support" occurs for the child.
	nealth insurance for the child(ren) terminates or lapses, Obligor is ORDERED to enroll the child(ren) in nealth insurance plan at the next available enrollment period.

10E(2) Obligee to Provide Health Insurance / Obligor to Pay Cash Medical Support				
As additional child support, the Court ORDERS Obligee ,				
to obtain health insurance for the child(ren) within 15 days of the date of this order.				
Obligee is ORDERED to then maintain health insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.				
If health insurance for the child(ren) terminates or lapses, Obligee is ORDERED to enroll the child(ren) in a health insurance plan at the next available enrollment period.				
As additional child support, the Court ORDERS Obligor ,				
to pay Obligee cash medical support of \$ per month for reimbursement of health				
insurance premiums. The 1st payment is due on A like payment is A like payment is				
due on the 1st day of each month after that until one of the above "events that terminate medical and				
dental support" occurs for each child.				
The Court ORDERS Obligor to send all cash medical support payments to the Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265 for distribution according to law.				
The Income Withholding Order for Support authorized in this order shall include the cash medical support payments. Additional payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types .				
 The Court ORDERS Obligor to Include the following information with each payment: Obligor's name Obligee's name Cause Number and County of Order or Order Attorney General Case Number (if applicable) 				
Payments should be made out to the Texas State Disbursement Unit or TXSDU.				
The Court ORDERS that the cash medical support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on Obligor's death.				
Warning! Do not pay cash medical support directly to the other parent. Send all payments to the Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265.				
10E(3) Obligee to Apply for Coverage under a Government Medical Assistance Program or Health Plan / Obligor to Pay Cash Medical Support				
The Court ORDERS Obligee ,, to apply on behalf of (Print name of parent who will receive child support)				
each child for coverage under a governmental medical assistance program or health plan (i.e., Medicaid or C.H.I.P) within 15 days of the date this Order or order is signed by the Court. If the child(ren) are already covered under such a program or plan, the Court ORDERS Obligee to continue such coverage.				
When such health coverage is obtained, Obligee is ORDERED to maintain the coverage in full force and effect on each child by paying all applicable fees required for the coverage, including but not limited to				

enrollment fees and premiums for as long as the child(ren) are eligible for such coverage.

As additional child support, the Court OPDEDS ON	gor
As additional child support, the Court ORDERS Obli to pay Obligee cash medical support of \$	(Print name of parent ordered to pay child support) per month. The 1st payment is due
	• •
on A like payment is du	
one of the above "events that terminate medical and	dental support" occurs for each child.
The Court ORDERS Obligor to send all cash medica Disbursement Unit, PO Box 659791, San Antonio	
The Income Withholding Order for Support authorize payments. Additional payment options are found on www.texasattorneygeneral.gov/cs/payment-options-a	
The Court ORDERS Obligor to Include the following	information with each payment:
 Obligor's name and Obligee's name 	
Cause Number and County of Order or Order	
Attorney General Case Number (if applicable)	
Payments should be made out to the Texas State Di	sbursement Unit or TXSDU.
Warning! Do not pay cash medical support directly Child Support Disbursement Unit, PO Box 65979	
following information: (1) proof that health insurance has been provide (2) Obligor's social security number; and (3) name and address of the Obligor's employer (4) whether the employer is self-insured or has (4i) if the employer is self-insured, a copy of forms, and any other information necessary (4ii) if the employer has health insurance ava policy number, a copy of the policy and sche card, claim forms, and any other information Note: This provision regarding when the Obligor may	an), if: Ilable to Obligor at a reasonable cost; and an and pays all costs of the insurance; and if the Attorney General Child Support Division the ed for the child(ren); and r; and health insurance available; and the schedule of benefits, a membership card, claim to submit a claim; or ailable, the name of the health insurance carrier, the edule of benefits, a health insurance membership
does not apply to any other section.	
F. Court Findings about Dental Insurance	
te: Texas law says that dental insurance is available at a "reverage for all child(ren) for which the Obligor is responsible to percent of the Obligor's annual resources. See Texas Family	under a dental support order is not more than
e Court finds that dental insurance for the child(ren): (Check one.)
is not available at a reasonable cost to either parent	i.
is available at a reasonable cost to the person order	ed to pay child support (Obligor) through:
(Check one.) Father's work, membership in a union, trade ass	sociation, or other organization, or other

source available to Father.

	■ Mother's work, membership in a union, trade association, or other organization, or other source available to Mother.			
10	G. Orders about Dental Insurance / Dental Support			
Ch	neck one.)			
	No orders about dental insurance/dental support are made at this time because neither parent has access to dental insurance at a reasonable cost.			
	The Court makes the following orders about dental insurance / dental support for the child(ren):			
	Check box 10G(1) if the Obligor will provide and pay for dental insurance for the child(ren).			
	Check box 10G(2) if the Obligee will provide dental insurance for the child(ren) and the Obligor will pay cash dental support to reimburse the Obligee for the cost of the insurance.			
	Note: The Obligor is the parent ordered in this Order to pay child support and the Obligee is the parent who will receive child support.			
	10G(1) Obligor to Provide and Pay for Dental Insurance			
	As additional child support, the Court ORDERS Obligor ,, (Print name of parent ordered to pay child support)			
	(Print name of parent ordered to pay child support) to get dental insurance for the child(ren) within 15 days of the date of this order.			
	Obligor is ORDERED to then maintain dental insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.			
	If dental insurance for the child(ren) terminates or lapses, Obligor is ORDERED to enroll the child(ren) in a dental insurance plan at the next available enrollment period.			
	10G(2) Obligee to Provide Dental Insurance / Obligor to Reimburse Cost			
	As additional child support, the Court ORDERS Obligee ,			
	to get dental insurance for the child(ren) within 15 days of the date of this order.			
	Obligee is ORDERED to then maintain dental insurance for each child until one of the above "events that terminate medical and dental support" occurs for the child.			
	If dental insurance for the child(ren) terminates or lapses, Obligee is ORDERED to enroll the child(ren) in a dental insurance plan at the next available enrollment period.			
	As additional child support, the Court ORDERS Obligor ,,			
	to pay Obligee cash dental support of \$ per month for reimbursement of dental insurance premiums. The 1st payment is due on A like payment is A like payment is			
	due on the 1st day of each month after that until one of the above "events that terminate medical and			
	dental support" occurs for each child.			
	The Court ORDERS Obligor to send all cash dental support payments to the Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265 for distribution according to law.			
	The Income Withholding Order for Support authorized in this order shall include the cash dental support payments. Additional payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types .			

The Court ORDERS Obligor to Include the following information with each payment:

- Obligor's name
- Obligee's name

- Cause Number and County of Order or Order
- Attorney General Case Number (if applicable)

Payments should be made out 1to the Texas State Disbursement Unit or TXSDU.

The Court ORDERS that the cash dental support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on Obligor's death.

10H. Parent to Furnish Information about Health Insurance

The parent providing health insurance for the child(ren) (called the "Insuring Parent" throughout this section) is also ORDERED to furnish to each conservator the following information **within 30 days** of the date the Insuring Parent receives notice of this order:

- Insuring Parent's social security number;
- the name and address of Insuring Parent's employer;
- o proof that health insurance has been provided for each child;
- whether Insuring Parent's employer is self-insured or has health insurance available;
- o if Insuring Parent's employer has health insurance available:
 - the name of the insurance carrier and the policy number;
 - a copy of the policy and a schedule of benefits;
 - a health insurance membership card;
 - claim forms and any other information necessary to submit a claim; and
- if Insuring Parent's employer is self-insured:
 - a copy of the schedule of benefits;
 - a membership card;
 - claim forms and any other information necessary to submit a claim.

Insuring Parent is ORDERED to furnish to each conservator a copy of any renewals or changes to the health insurance policy covering the child(ren) and any additional information regarding health insurance coverage of the child(ren) within 15 days of receipt.

An Obligor ordered to provide health insurance coverage, is ORDERED to notify each conservator and any child support agency enforcing a support obligation against the Obligor of the:

- termination or lapse of the health insurance coverage of the child(ren) within 15 days of the date of termination or lapse.
- availability of additional health insurance for the child(ren) within 15 days of the date the additional health insurance becomes available.

If health insurance coverage terminates due to a change of employer, the Obligor, Obligee, or the child support agency may send the new employer a copy of the order requiring the employee to provide health insurance.

101. Parent to Furnish Information about Dental Insurance

The parent providing dental insurance for the child(ren) (called the "Insuring Parent" throughout this section) is ORDERED to furnish to each conservator the following information **within 30 days** of the date the Insuring Parent receives notice of this order:

- Insuring Parent's social security number;
- o the name and address of Insuring Parent's employer;
- o proof that dental insurance has been provided for each child;
- o whether Insuring Parent's employer is self-insured or has dental insurance available;
- o if Insuring Parent's employer has dental insurance available:
 - the name of the insurance carrier,
 - the policy number;
 - a copy of the policy and a schedule of benefits;

- a dental insurance membership card;
- claim forms: and
- any other information necessary to submit a claim; and
- if Insuring Parent's employer is self-insured:
 - · a copy of the schedule of benefits;
 - a membership card;
 - claim forms; and
 - any other information necessary to submit a claim.

Insuring Parent is ORDERED to furnish to each conservator a copy of any renewals or changes to the dental insurance policy covering the child(ren) and any additional information regarding dental insurance coverage of the child(ren) within 15 days of receipt.

An Obligor ordered to provide dental insurance coverage, is ORDERED to notify each conservator and any child support agency enforcing a support obligation against the Obligor of the:

- termination or lapse of the dental insurance coverage of the child(ren) within 15 days of the date of termination or lapse.
- availability of additional dental insurance for the child(ren) within 15 days of the date the additional dental insurance becomes available.

If dental insurance coverage terminates due to a change of employer, then the Obligor, Obligee or the child support agency may send the new employer a copy of the order requiring the employee to provide dental insurance.

10J. Order for Insurer to Enroll Child(ren)

If the parent ordered to provide health insurance for the child(ren) is eligible for dependent health coverage but fails to apply to obtain coverage for the child(ren), the insurer is ORDERED to enroll the child(ren) on application of the other parent or others as authorized by law. See Texas Insurance Code 1504.051.

If the parent ordered to provide dental insurance for the child(ren) is eligible for dependent dental coverage but fails to apply to obtain coverage for the child(ren), the insurer is ORDERED to enroll the child(ren) on application of the other parent or others as authorized by law. See Texas Insurance Code 1504.051.

10K. Expenses Not Covered by Insurance

Obligor and Obligee are each ORDERED to pay **50 percent** of all reasonable and necessary health-care expenses for the child(ren) that are not covered by health insurance, unless:

- the parent ordered to provide health insurance is not providing health insurance as ordered, then that parent is liable for 100 percent of all necessary medical expenses of the child(ren) and for the costs of health insurance premiums or contributions, if any, paid on behalf of the child(ren).
- the parent ordered to provide dental insurance is not providing dental insurance as ordered, then that
 parent is liable for 100 percent of all necessary dental expenses of the child(ren) and for the costs of
 dental insurance premiums or contributions, if any, paid on behalf of the child(ren).

If **10E(3)** above is checked, Obligee is ORDERED to pay **50 percent** of all reasonable and necessary health-care expenses for the child(ren) that are not reimbursed by health insurance or covered by the cash medical support paid by Obligor and Obligor is ORDERED to pay **50 percent** of the total unreimbursed health-care expenses that exceed the amount of cash medical support paid by Obligor. Obligor is liable for **100 percent** of all necessary medical expenses incurred for the child(ren) in any month that Obligor neither pays cash medical support nor provides health insurance for the child(ren).

The parent who incurs a health-care expense on behalf of a child (called the "incurring parent") is ORDERED to give the other parent (called the "nonincurring parent") a copy of all forms, receipts, bills, statements, and explanations of benefits that show the portion of the expense not covered by insurance **within 30 days** of receipt. The nonincurring parent is ORDERED to pay their percentage of any uninsured expense **within 30**

days of receiving documentation of the expense by paying the health-care provider directly *or* reimbursing the incurring parent, if the nonincurring parent's portion has already been paid.

10L. Claims

Either parent may file claims and receive payments directly from the insurance carrier. Further, for the sole purpose of Texas Insurance Code 1204.251 and 1204.252, the party who is not carrying the insurance policy is designated the managing conservator or possessory conservator of the child(ren). Any reimbursement payments received from the health insurance carrier belongs to the parent who paid the expense. If the insurance carrier sends reimbursement to the parent who did not pay the expense, they are ORDERED to endorse the check and deliver it to the parent who paid the expense within 3 days.

10M. Health Insurance Policy Requirements

Each parent is ORDERED to follow all requirements of any health insurance policy covering the child(ren) to get maximum reimbursement and direct payment from the insurance company. This includes requirements for giving advance notice to the insurance company, getting second opinions, **and** using "preferred providers." If a parent incurs health-care expenses for the child(ren) using "out-of-network" health-care providers or services, or fails to follow the health insurance company procedures or requirements, that parent shall pay all such health-care expenses incurred unless: the expenses are emergency health-care expenses, the parents have a written agreement regarding such health-care expenses, **or** the Court makes a different order. Denial of a bill by an insurance carrier does not excuse the obligation of the parents to pay the expense.

10N. WARNING

A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR DENTAL INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE OR DENTAL INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OR DENTAL EXPENSES OF THE CHILD(REN), WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE OR DENTAL INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS, DENTAL INSURANCE PREMIUMS, OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD(REN).

11.Parent's Information

11A. Disclosure of Mother's Information (Check one.)

	Father, the Court and the St	to disclose the following information and changes in that information to rate Case Registry as required by Texas Family Code 105.006 and ORDERED Fill in the following information for the Mother.)			
	Name:				
	Home Address:				
	Mailing Address:				
	E-mail Address:				
	Home phone:	Work phone:			
	FULL Social Security:				
	Driver's License:	Issuing state:			
	Employer:				
	Work address: The Court finds, pursuant to Texas Family Code 105.006(c) and 105.007(c), that disclosure of Mother's information to Father is likely to cause Mother or the child(ren) harassment, abuse, serious harm or injury or would subject Mother or the child(ren) to family violence. The Court ORDERS that Mother's address and other identifying information not be disclosed. The Court further ORDERS that Mother is not required to give her address or other identifying information to Father or notify Father or the Court of changes in that information. The Court ORDERS Mother to provide her mailing and e-mail addresses and changes in her mailing or e-mail address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.				
11	B. Disclosure of Father's	Information (Check one.)			
	Mother, the Court, and the S	to disclose the following information and changes in that information to State Case Registry as required by Texas Family Code 105.006 and this Order. (Fill in the following information for the Father.)			
	Name:				
	Home Address:				
	Mailing Address:				
	E-mail Address:				
	Home phone:	Work phone:			
	FULL Social Security:				
	Driver's License:	Issuing state:			
	Employer:				
	information to Mother is like or would subject Father or the other identifying information give his address or other ide information. The Court ORD	Texas Family Code 105.006(c) and 105.007(c), that disclosure of Father's ly to cause Father or the child(ren) harassment, abuse, serious harm, or injury ne child(ren) to family violence. The Court ORDERS that Father's address and not be disclosed. The Court further ORDERS that Father is not required to entifying information to Mother or notify Mother or the Court of changes in that DERS Father to provide his mailing and e-mail addresses and changes in his the State Case Registry, Contract Services Section, MC046S, P.O. Box -2017.			

12. Required Notices

This section is not applicable if and to the extent it conflicts with the Court's Order regarding disclosure of information in section 11 above.

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EVERY OTHER PARTY, THE COURT. AND THE STATE CHILD SUPPORT REGISTRY OF ANY CHANGE IN THE PARTY'S:

- CURRENT RESIDENCE ADDRESS,
- MAILING ADDRESS.
- E-MAIL ADDRESS,
- HOME TELEPHONE NUMBER,
- NAME OF EMPLOYER,
- ADDRESS OF EMPLOYMENT.
- DRIVER'S LICENSE NUMBER, AND
- WORK TELEPHONE NUMBER.

THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO THE OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO GIVE NOTICE OF THE CHANGE TO PROVIDE 60 DAYS' NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE 5TH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EVERY OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EVERY OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice shall be given to **every other party** by delivering a copy of the notice to each party by registered or certified mail, return receipt requested.

Notice shall be given to the **Court** by delivering a copy of the notice either in person to the clerk of the Court or by registered or certified mail addressed to the clerk.

Notice shall be given to the **State Case Registry** by mailing a copy of the notice to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

13. Warnings to Parties

FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THIS ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

14. Court Costs

Court costs shall be paid by the person who incurred the costs to the extent the incurrer is required to pay such costs. A party who filed a statement of inability to afford payment of court costs or affidavit of indigency that was not successfully contested is not required to pay court costs.

15. Other Orders

The court has the right to make other orders, if needed, to clarify or enforce the orders above.

16. Final Order

Any orders requested that do not appear above are denied. This is a final judgment and is appealable.

Date of Judgment		Judge's Signature		
		Judge's Printed Name		
By signing below, the Peti form and substance of this		By signing below, the Respondent agrees to the form and substance of this Order.		
Petitioner's Signature	Phone number	Respondent's Signature	Phone number	
Petitioner's Name (print)	Date	Respondent's Name (print)	Date	
Mailing Address:		Mailing Address:		
E-mail:		E-mail:		
Fax: (if available)		Fax: (if available)		