

FAMILY COURT OF THE STATE OF NEW YORK
COUNTY OF

.....

(Commissioner of Social Services, Assignee,
on behalf of _____, Assignor)

Petitioner,

STIPULATION FOR
CHILD SUPPORT

S.S.#: xxxx-xx-_____

-against-

Docket No.

Respondent.

S.S.#: xxxx-xx-_____

.....

1. The parties to this stipulation are: _____, the mother,
and _____, the father of the following child(ren) [List
names, dates of birth, of each child]:

<u>NAME</u>	<u>DATE OF BIRTH</u>
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2. A petition seeking support for the above-named child(ren) was filed by,
_____, Petitioner, against _____, Respondent, in the Family
Court, _____ County, on _____, _____,

3. As otherwise indicated in the court record, the parties appeared today with without
counsel before Support Magistrate _____ and indicated that they
wish voluntarily to make a stipulation for the support of the above-named child(ren) as permitted
by Section 413(l)(h) of the Family Court Act.

Accordingly, the parties stipulate as follows:

a. They are aware of the provisions of the Child Support Standards Act, Section 413(l)
and 416 of the Family Court Act, and that the basic child support obligation as defined Section
413(1) is the presumptively correct amount of child support.

b. They are aware of the provisions of Section 416 of the Family Court Act regarding
accident, life and health insurance, including the requirement that a party provide health

follows for and toward the support of Respondent's spouse and children as follows:

<u>Name</u>	<u>Date of Birth</u>	<u>Amount Per Time Period</u> ¹
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spouse:

child(ren):

Total:

j. The parties agree that payments for the support of Respondent's spouse shall terminate upon the death of the spouse; and it is further

k. The parties agree that the Respondent is responsible for the support so ordered from the date of the filing of the petition to the date of this Order (less the amount of \$ _____ already paid) and that the Respondent pay the sum of \$ _____ as follows:
\$ _____ immediately, and \$ _____ weekly every two weeks monthly twice per month quarterly; and it is further

l. The parties agree that commencing on _____ the Respondent, upon notice of this Order, shall pay or cause the above amount(s) to be paid to

- Petitioner by cash, check or money order
- Non-IV-D cases: Payable to the Petitioner by check or money order and mailed to P. O. Box 15365, Albany, NY 12212-5365. The county name and account number for the matter must be included with the payment for identification purposes.
- IV-D cases: Payable by check or money order made payable to and mailed to the NYS Child Support Processing Center, PO Box 15363, Albany, NY 12212-5363. The county name and account number for the matter must be included with the payment for identification purposes; and it is further

m. [IV-D cases only]: The parties agree that the Respondent, custodial parent and any other individual parties shall immediately notify the Support Collection Unit of any changes in the following information: residential and mailing addresses, social security number, telephone number, driver's license number; and name, address and telephone numbers of the parties' employers and any change in health insurance benefits, including any termination of benefits, change in the health insurance benefit carrier or premium, or extent and availability of existing or new benefits; and it is further

n. The parties agree that [specify]: _____ shall pay to [specify]: _____, the attorney for the other party, the sum of \$ _____ for counsel fees in this proceeding, which payment may be made in installments of \$ _____ weekly every two weeks monthly twice per month quarterly, commencing on [specify]: _____,

¹ Specify whether support amount is weekly, every two weeks, monthly, twice per month or quarterly.

, until the entire sum is paid;

o. The parties agree that [check applicable box]:

The child(ren) are currently covered by the following health insurance plan [specify]:
which is maintained by [specify party]:

Health insurance coverage is available to one of the parents or a legally-responsible relative [specify name]:
under the following health insurance plan [specify, if known]:
, which provides the following health insurance benefits [specify extent
and type of benefits, if known, including any medical, dental, optical, prescription drug and
health care services or other health care benefits]:

Health insurance coverage is available to both of the parents as follows:

<u>Name</u>	<u>Health Insurance Plan</u>	<u>Premium or Contribution</u>	<u>Benefits</u>
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No legally-responsible relative has health insurance coverage available for the child(ren), but the child(ren) may be eligible for health insurance benefits under the New York “Child Health Plus” program or the New York State Medical Assistance Program, or the publicly funded health insurance program in the State where the custodial parent resides.

No legally-responsible relative has health insurance coverage available for the child(ren), but the child(ren) are currently enrolled in the New York State Medical Assistance Program,

p. The parties agree that [specify name(s) of legally-responsible relative(s)]:

shall continue to maintain health insurance coverage for the following eligible dependent(s) [specify]:
under the following plan [specify]:
for as long as it remains available;

shall enroll the following eligible dependent(s) [specify]:
under the following health insurance plan [specify]:
immediately and without regard to seasonal enrollment restrictions and maintain such coverage as long as it remains available in accordance with

[IV-D cases]: the Medical Execution, which shall be issued immediately by
the Support Collection Unit, pursuant to CPLR 5241

the Medical Execution issued by this Court

[Non-IV-D cases]: the Qualified Medical Child Support Order.

Such coverage shall include all plans covering the health, medical, dental, optical and prescription drug needs of the dependents named above and any other health care services or

benefits for which the legally-responsible relative is eligible for the benefit of such dependents; provided, however, that the group health plan is not required to provide any type or form of benefit or option not otherwise provided under the group health plan except to the extent necessary to meet the requirements of Section 1396(g-1) of Title 42 of the United States Code. The legally-responsible relative(s) shall assign all insurance reimbursement payments for health care expenses incurred for (his)(her) eligible dependent(s) to the provider of such services or the party having actually incurred and satisfied such expenses, as appropriate;

OR

The parties agree that the custodial parent [specify name]: shall immediately apply to enroll the eligible child(ren) in the “Child Health Plus” program (the NYS health insurance program for children) or the New York State Medical Assistance Program or the publicly funded health insurance program in the State where the custodial parent resides.

q. The parties agree that [check applicable box(es)]:

(i) The mother is the custodial non-custodial parent, whose pro rata share of the cost or premiums to obtain or maintain such health insurance coverage is _____;

The father is the custodial non-custodial parent, whose pro rata share of the cost or premiums to obtain or maintain such health insurance coverage is _____;

Each parent shall pay the cost of premiums or family contribution in the same proportion as each of their incomes are to the combined parental income as cited above;

Because pro-rating the payment would be unjust or inappropriate for the following reasons [specify factors]:
the payments shall be allocated as follows [specify]:

OR

[Applicable to children receiving managed care Medicaid coverage]:

(ii) Because the child(ren) are recipients of managed care coverage under the New York State Medical Assistance Program, the parties agree that [specify]:
, the non-custodial parent herein, shall pay the amount of \$ _____ per _____ toward the managed care premium under the New York State Medical Assistance Program;

OR

[Applicable to children receiving fee-for-service Medicaid coverage]:

(iii) Because the child(ren) are recipients of fee-for-service coverage under the New York State Medical Assistance Program, the parties agree that [specify]:
, the non-custodial parent herein, shall pay up to an annual maximum of \$ _____ for the current calendar year to the New York State Medical Assistance Program upon written notice that the program has paid health care expenses on behalf of the child(ren) for costs incurred during the current calendar year.

The parties further agree that the non-custodial parent herein pay as part of the cash medical support obligation up to an annual maximum of \$ _____ for the calendar year commencing January 1, _____ and for every year thereafter to the New York State Medical Assistance Program upon written notice that the Medicaid program has paid health care

expenses on behalf of the child(ren).

The parties further agree that the non-custodial parent herein shall pay the amount of \$ _____, representing his/her share of premiums and/or costs incurred by the New York State Medical Assistance Program for the period of time from _____ to the date of this order, which amount shall be support arrears/past due support;

[Applicable to all children receiving Medicaid coverage]:

iv. The parties agree that in the event that the child(ren) cease(s) to be enrolled in the New York State Medical Assistance Program, the non-custodial parent's obligation to pay his/her share of managed care coverage premiums and/or fee-for-service reimbursement shall terminate as of the date the child(ren) is/are no longer enrolled in Medicaid;

r. The parties agree that the legally responsible relative shall immediately notify the [check applicable box]: other party (non-IV-D cases) Support Collection Unit (IV-D cases) of any change in health insurance benefits, including any termination of benefits, change in the health insurance benefit carrier or premium, or extent and availability of existing or new benefits;

s. The parties agree that [specify name]: _____ shall execute and deliver to [specify name]: _____ any forms, documents, or instruments to assure timely payment of ay health insurance claim for said defendant(s);

t. The parties agree that upon a finding that the above-named legally-responsible relative(s) willfully failed to obtain health insurance benefits in violation of this stipulation, such relative(s) will be presumptively liable for all health care expenses incurred on behalf of the above-named defendant(s) from the first date such dependent(s) was were eligible to be enrolled to receive health insurance benefits after the issuance of such order or execution directing the acquisition of such coverage;

u. The parties agree that [specify]: _____ the legally-responsible relative(s) herein, shall pay (his)(her) pro rata share of future reasonable health expenses of the child(ren) not covered by insurance by [check applicable box]: direct payments to the health care provider other [specify]: _____ ;

v. The parties agree that if health insurance benefits for the above-named child(ren) not available at the present time become available in the future to the legally-responsible relative(s), such relative(s) shall enroll the dependent(s) who are eligible for such benefits immediately and without regard to seasonal enrollment restrictions and shall maintain such benefits so long as they remain available; and it is further

w. The parties agree that [specify]: _____, the non-custodial parent, shall pay the sum of \$ _____ as his her proportionate share of reasonable child care expenses, to be paid as follows:

x. The parties agree that

, the non-custodial parent, shall pay the sum of \$ _____ as educational expenses by direct payment to the educational provider other [specify]: _____

- y. The parties agree that [specify party or parties; check applicable box(es)]:
 - purchase and maintain life and/or accident insurance policy in the amount of [specify]: _____ and/or
 - maintain the following existing life and/or accident insurance policy in the amount of [specify]: _____ and/or
 - assign the following as beneficiary beneficiaries [specify]: _____ to the following existing life and/or accident insurance policy or policies [specify policy or policies and amount(s)]: _____.

In the case of life insurance, the following shall be designated as irrevocable beneficiaries [specify]: _____ during the following time period [specify]: _____.

In the case of accident insurance, the insured party shall be designated as irrevocable beneficiary during the following time period [specify]: _____.

The obligation to provide such insurance shall cease upon the termination of the duty of [specify party]: _____ to provide support for each child;. and it is further

[IV-D Cases]: z. The parties agree that when the person or family to whom family assistance is being paid no longer receives family assistance, support payments shall continue to be made to the Support Collection Unit, unless such person or family requests otherwise; and

[REQUIRED] The parties agree that a copy of this order shall be provided promptly by [specify]: _____ Support Collection Unit [IV-D cases] Other [non-IV-D cases; specify]: _____ to the New York State Case Registry of Child Support Orders established pursuant to Section 111-b(4-a) of the Social Services Law.

This stipulation has been read by each of the parties, and signed by each of them on the _____ day of _____, _____, before Support Magistrate _____, _____ part _____, Family Court, _____ County.

Signature - mother

Signature - father

Print or Type Name

Print or Type Name

Signature of Attorney, if any

Signature of Attorney, if any

Attorney's Name (Print or Type)

Attorney's Name (Print or Type)

Attorney's Address and Telephone
Number

Attorney's and Telephone Number

Dated: _____ , _____ .

Support Magistrate

NOTE: (1) THIS ORDER OF CHILD SUPPORT SHALL BE ADJUSTED BY THE APPLICATION OF A COST OF LIVING ADJUSTMENT AT THE DIRECTION OF THE SUPPORT COLLECTION UNIT NO EARLIER THAN TWENTY-FOUR MONTHS AFTER THIS ORDER IS ISSUED, LAST MODIFIED OR LAST ADJUSTED, UPON THE REQUEST OF ANY PARTY TO THE ORDER OR PURSUANT TO PARAGRAPH (2) BELOW. UPON APPLICATION OF A COST OF LIVING ADJUSTMENT AT THE DIRECTION OF THE SUPPORT COLLECTION UNIT, AN ADJUSTED ORDER SHALL BE SENT TO THE PARTIES WHO, IF THEY OBJECT TO THE COST OF LIVING ADJUSTMENT, SHALL HAVE THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING TO SUBMIT A WRITTEN OBJECTION TO THE COURT INDICATED ON SUCH ADJUSTED ORDER. UPON RECEIPT OF SUCH WRITTEN OBJECTION, THE COURT SHALL SCHEDULE A HEARING AT WHICH THE PARTIES MAY BE PRESENT TO OFFER EVIDENCE WHICH THE COURT WILL CONSIDER IN ADJUSTING THE CHILD SUPPORT ORDER IN ACCORDANCE WITH THE CHILD SUPPORT STANDARDS ACT.

(2) A RECIPIENT OF FAMILY ASSISTANCE SHALL HAVE THE CHILD SUPPORT ORDER REVIEWED AND ADJUSTED AT THE DIRECTION OF THE SUPPORT COLLECTION UNIT NO EARLIER THAN TWENTY-FOUR MONTHS AFTER SUCH ORDER IS ISSUED, LAST MODIFIED OR LAST ADJUSTED WITHOUT FURTHER APPLICATION OF ANY PARTY. ALL PARTIES WILL RECEIVE NOTICE OF ADJUSTMENT FINDINGS.

(3) WHERE ANY PARTY FAILS TO PROVIDE, AND UPDATE UPON ANY CHANGE, THE SUPPORT COLLECTION UNIT WITH A CURRENT ADDRESS TO WHICH AN ADJUSTED ORDER CAN BE SENT AS REQUIRED BY SECTION 443 OF THE FAMILY COURT ACT, THE SUPPORT OBLIGATION AMOUNT CONTAINED THEREIN SHALL BECOME DUE AND OWING ON THE DATE THE FIRST PAYMENT IS DUE UNDER THE TERMS OF THE ORDER OF SUPPORT WHICH WAS REVIEWED AND ADJUSTED OCCURRING OR AFTER THE EFFECTIVE DATE OF THE ORDER, REGARDLESS OF WHETHER OR NOT THE PARTY HAS RECEIVED A COPY OF THE ADJUSTED ORDER.

(4) IN ADDITION TO A COST OF LIVING ADJUSTMENT, EACH PARTY HAS A RIGHT TO SEEK A MODIFICATION OF THE CHILD SUPPORT ORDER UPON A SHOWING OF: (I) A SUBSTANTIAL CHANGE IN CIRCUMSTANCES; OR (II) THAT THREE YEARS HAVE PASSED SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED; OR (III) THERE HAS BEEN A CHANGE IN EITHER PARTY'S GROSS INCOME BY FIFTEEN PERCENT OR MORE SINCE THE ORDER WAS ENTERED, LAST MODIFIED, OR ADJUSTED; HOWEVER, IF THE PARTIES HAVE SPECIFICALLY OPTED OUT OF SUBPARAGRAPH (II) OR (III) OF THIS PARAGRAPH IN A VALIDLY EXECUTED AGREEMENT OR STIPULATION, THEN THAT BASIS TO SEEK MODIFICATION DOES NOT APPLY.