

# Medical and Dental Support Order

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The Court **ORDERS** that this *Medical and Dental Support Order* is fully incorporated into the Order to which it is attached.

## 1. 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.

## 2. 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. **-or-**
- The child marries, dies, or is emancipated by court order. **-or-**
- The child begins active duty in the United States armed forces. **-or-**
- 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.

## 3. Definitions

**"Child/ren"** means all children, whether one or more, who are the subject of this case.

**"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**
- to deliver the document to the recipient at the recipient’s email address if an email address for the recipient is provided below: *(Check and print email address(s) if delivery by email is okay.)*

Obligee’s email address: \_\_\_\_\_

Obligor’s email address: \_\_\_\_\_

In the event of any change in either recipient’s email address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change.

#### 4. Court Findings about Health Insurance

**Note:** Texas law says that health insurance is available at a “reasonable cost” if the total cost of health insurance coverage for all children for which the Obligor is responsible under a medical support order is not more than **9 percent** of the Obligor’s annual resources. See Texas Family Code Section 154.181(e).

The Court finds that private health insurance for the child/ren: *(Check one.)*

**is not** available at a reasonable cost to either parent. The Court finds that the children are:  
*(Check 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.**

**is** available at a reasonable cost to the person ordered to pay child support through:  
*(Check one.)*

**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.

#### 5. Orders about Health Insurance / Medical Support

The Court makes the following orders about health insurance / medical support for the child/ren:

Check box **5A** if the **Obligor** will provide and pay for health insurance for the children.

Check box **5B** if the **Obligee** will provide health insurance for the children and the **Obligor** will pay cash medical support to reimburse the **Obligee** for the cost of the insurance.

Check box **5C** if neither parent has access to private health insurance at a reasonable cost. **Obligee** will be ordered to apply for coverage under a government medical assistance program and **Obligor** will be ordered to pay cash medical support.

**Note:** The **Obligor** is the parent ordered to pay child support. The **Obligee** is the parent who will receive child support.

**5A.  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.

Obligor 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, Obligor is ORDERED to enroll the child/ren in a health insurance plan at the next available enrollment period.

**5B.  Obligee to Provide Health Insurance / Obligor to Pay Cash Medical Support**

As additional child support, the Court ORDERS **Obligee**, \_\_\_\_\_,  
(Print name of parent who will receive child support)  
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**, \_\_\_\_\_,  
(Print name of parent ordered to pay child support)  
to pay Obligee **cash medical support** of \$ \_\_\_\_\_ per month for **reimbursement** of health insurance premiums. The 1<sup>st</sup> payment is due on \_\_\_\_\_.  
Month / Day / Year  
A like payment is due on the 1<sup>st</sup> 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](http://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 Decree 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 his/her 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.***

**5C.  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 decree or order is signed by the Court.

If the children 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 children are eligible for such coverage.

As additional child support, the Court ORDERS **Obligor**, \_\_\_\_\_,  
(Print name of parent ordered to pay child support)

to pay Obligee **cash medical support** of \$ \_\_\_\_\_ per month. The 1<sup>st</sup> payment is due on \_\_\_\_\_. A like payment is due on the 1<sup>st</sup> day of each month after that until  
Month / Day / Year

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](http://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 Decree or Order
- Attorney General Case Number (if applicable)

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

**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**.

The Court ORDERS that Obligor is allowed to **stop paying cash medical support** for the time Obligor is providing health insurance coverage for the children if:

- a. health insurance for the children becomes available to Obligor at a reasonable cost; *and*
- b. Obligor enrolls the child/ren in the insurance plan and pays all costs of the insurance; *and*
- c. Obligor provides Obligee and the Texas Office of the Attorney General Child Support Division the following information:
  - (1) proof that health insurance has been provided for the child/ren; *and*
  - (2) Obligor's social security number; *and*
  - (3) name and address of the Obligor's employer; *and*
  - (4) whether the employer is self-insured or has health insurance available; *and*
    - (4i) if the 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, **or**
    - (4ii) if the employer has health insurance available, the name of the health insurance carrier, the policy number, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim.

**Note:** This provision regarding when the Obligor may stop paying cash medical support is part of section 5C. It does not apply to any other section.

## 6. Court Findings about Dental Insurance

**Note:** Texas Law says that dental insurance is available at a “reasonable cost” if the total cost of dental insurance coverage for all children for which the Obligor is responsible under a dental support order is not more than 1.5 percent of the Obligor’s annual resources. See Texas Family Code Section 154.1815.

The Court finds that dental insurance for the children: (Check one.)

- is not** available at a reasonable cost to either parent.
- is** available at a reasonable cost to the person ordered to pay child support (**Obligor**) through:  
(Check one.)
- 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.

## 7. Orders about Dental Insurance / Dental Support

(Check 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 7A if the **Obligor** will provide and pay for dental insurance for the children.

Check box 7B if the **Obligee** will provide dental insurance for the children 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 decree to pay child support. The **Obligee** is the parent who will receive child support.

### 7A. **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)

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.

### 7B. **Obligee to Provide Dental Insurance / Obligor to Reimburse Cost**

As additional child support, the Court ORDERS **Obligee**, \_\_\_\_\_,  
(Print name of parent who will **receive** child support)

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**, \_\_\_\_\_,  
(Print name of parent ordered to **pay** child support)

to pay Obligee **cash dental support** of \$ \_\_\_\_\_ per month for **reimbursement** of dental

insurance premiums. The 1<sup>st</sup> payment is due on \_\_\_\_\_ . A like payment is  
*month / day / year*  
due on the 1<sup>st</sup> 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](http://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 Decree 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 dental support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on his/her death.

## **8. 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;
- proof that health insurance has been provided for each child;
- whether Insuring Parent’s employer is self-insured or has health insurance available;
- 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, then 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.

## **9. 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;
- the name and address of Insuring Parent’s employer;
- proof that dental insurance has been provided for each child;
- whether Insuring Parent’s employer is self-insured or has dental insurance available;
- 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, 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.

## **10. 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, Section 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, Section 1504.051*

## 11. 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 **5C** 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 his or her 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.

## 12. Claims

Either parent may file claims and receive payments directly from the insurance carrier. Further, for the sole purpose of *Texas Insurance Code Sections 1204.251 and 1204.252*, the party who is not carrying the insurance policy is designated the managing conservator or possessory conservator of the children. 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, he or she is ORDERED to endorse the check and deliver it to the parent who paid the expense **with 3 days**.

## 13. 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.

**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.**