

Cause Number: _____
(Write the cause number and other case information exactly as it appears on the Petition.)

In the Interest of the following Minor Child(ren):

(Print the full name of each child.)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

In the: (Check one.)

- _____ District Court
- County Court at Law # _____

_____ County, Texas

Order in Suit Affecting the Parent-Child Relationship (Nonparent Custody Order)

A hearing took place on (date): _____. A jury was waived as no one requested as jury.

1. Appearances

Petitioner

Petitioner's full name is: _____.

(Check one.)

- Petitioner **was present**, representing him/herself, and announced ready for trial.
- Petitioner **was present**, representing him/herself, and agreed to the terms of this Order
- Petitioner **was not present** but has signed on page 6 agreeing to the terms of this Order.

Respondent A

Respondent A's full name is: _____.

(Check one.)

- Respondent A **was present**, representing him/herself, and announced ready for trial.
- Respondent A **was present**, representing him/herself, and agreed to the terms of this Decree.
- Respondent A was **not present**, but filed an Answer or Waiver of Service and has signed on page 6 agreeing to the terms of this Order.
- Respondent A was **not present**, but filed a Global Waiver that waived his or her right to notice of this hearing and did not otherwise appear.
- Respondent A was **not present**, but was served and has defaulted.

Respondent B Check this box if there is no Respondent B, and skip to section 2.

Respondent B's full name is: _____.

(Check one.)

- Respondent B **was present**, representing him/herself, and announced ready for trial.
- Respondent B **was present**, representing him/herself, and agreed to the terms of this Decree.
- Respondent B was **not present**, but filed an Answer or Waiver of Service and has signed on page 6 agreeing to the terms of this Order.
- Respondent B was **not present**, but filed a Global Waiver that waived his or her right to notice of this hearing and did not otherwise appear.
- Respondent B was **not present**, but was served and has defaulted.

Respondent C Check this box if there is no Respondent C, and skip to section 2.

Respondent C's full name is: _____.

(Check one.)

- Respondent C **was present**, representing him/herself, and announced ready for trial.
- Respondent C **was present**, representing him/herself, and agreed to the terms of this Decree.
- Respondent C was **not present**, but filed an Answer or Waiver of Service and has signed on page 6 agreeing to the terms of this Order.
- Respondent C was **not present**, but filed a Global Waiver that waived his or her right to notice of this hearing and did not otherwise appear.
- Respondent C was **not present**, but was served and has defaulted.

Respondent D Check this box if there is no Respondent D, and skip to section 2.

Respondent D's full name is: _____.

(Check one.)

- Respondent D **was present**, representing him/herself, and announced ready for trial.
- Respondent D **was present**, representing him/herself, and agreed to the terms of this Decree.
- Respondent D was **not present**, but filed an Answer or Waiver of Service and has signed on page 6 agreeing to the terms of this Order.
- Respondent D was **not present**, but filed a Global Waiver that waived his or her right to notice of this hearing and did not otherwise appear.
- Respondent D was **not present**, but was served and has defaulted.

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.

3. Record *(The Court fills out this section.)*

- A Court reporter recorded today's hearing.
- A Court reporter did not record today's hearing because the parties agreed not to make a record.

4. Children

This case is about the following child/ren:

	Child's name	Sex	Date of Birth	Home State	Social Security #
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

5. Paternity

(Check only if applicable.)

The Court finds that the parent-child relationship between _____
Print the full name of the Legal Father.
and the child/children listed above has been legally established by a properly filed *Acknowledgement of Paternity*. A copy of each *Acknowledgment of Paternity* is attached to and fully incorporated into this *Order*.

(Check only if applicable.)

The Court finds that the parent-child relationship between _____
Print the full name of the Alleged Father.
and the child/children listed above has **not** been legally established and he is not appointed as a conservator of the child/ren.

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 and medical 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 or children listed in section 4 above.

7. Conservatorship (Custody)

Texas Family Code Chapter 153

7A. Appointment of Conservators (Check only the boxes that apply to this case.)

Nonparent Appointed Sole Managing Conservator

The Court ORDERS that _____ is
Print Full Name of Nonparent Appointed Sole Managing Conservator
appointed Nonparent Sole Managing Conservator of the child/ren.

Nonparents Appointed Joint Managing Conservators

The Court ORDERS that _____ and
Print Full Name of 1st Nonparent Appointed Joint Managing Conservator
_____ are appointed
Print Full Name of 2nd Nonparent Appointed Joint Managing Conservator
Nonparent Joint Managing Conservators of the child/ren.

Mother Appointed Possessory Conservator

The Court ORDERS that _____ is
Print Mother's Full Name.
appointed Possessory Conservator of the child/ren.

Father Appointed Possessory Conservator

The Court ORDERS that _____ is
Print Father's Full Name.
appointed Possessory Conservator of the child/ren.

7B. Rights and Duties of Nonparent Managing Conservator(s)

The Court ORDERS that the Nonparent Sole Managing Conservator or Nonparent Joint Managing Conservators named above shall have the following rights and duties:

1. the right to have physical possession and to direct the moral and religious training of the child/ren;
2. the duty of care, control, protection, and reasonable discipline of the child/ren;
3. the duty to provide the child/ren with clothing, food, shelter, education, and medical, psychological, and dental care;
4. the right to consent for the child/ren to medical, psychiatric, psychological, dental, and surgical treatment and to have access to the child/ren's medical records;
5. the right to receive and give receipt for payments for the support of the child/ren and to hold or disburse funds for the benefit of the children;
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the child/ren;
7. the right to consent to marriage and to enlistment in the armed forces of the United States;
8. the right to represent the child/ren in legal action and to make other decisions of substantial legal significance concerning 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 right to designate the primary residence of the child/ren and to make decisions regarding the child/ren's education;
11. if the parent - child relationship has been terminated with respect to the parents, or only living parent, or if there is no living parent, the right to consent to the adoption of the child/ren and to make any other decision concerning the child/ren that a parent could make;
12. the duty to inform the other conservators of the child/ren in a timely manner of significant information concerning the health, education, and welfare of the child/ren; and
13. the duty to inform the other conservators of the child/ren if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be given in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child/ren begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.**
14. the duty to inform the other conservators if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. The conservator is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the conservator establishes residence with the person who is the subject of the final protective order. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.**

15. the duty to inform the other conservators 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 conservator after the expiration of the 60-day period following the date the final protective order is issued. The conservator 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 CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.
16. the duty to inform the other conservators if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. The conservator 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 CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE 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.

7C. Annual Report by Nonparent Managing Conservator(s)

The Court ORDERS the Nonparent Managing Conservator or Conservators to file with the Court a report of facts concerning the children's welfare, including where the children are living and their physical condition. The report is due each 12 months after the Nonparent is appointed Managing Conservator.

7D. Order Regarding Passports for the Children

The Court **ORDERS** that: *(Check one box.)*

- The Non-Parent Managing Conservator or Conservators named in this Order shall have the exclusive right to apply for and renew passports for the child/ren.
- A conservator who applies for or renews a passport for the child/ren must obtain the written consent of the other conservators.

7E. Rights and Duties of Possessory Conservators

The Court ORDERS that, **at all times**, the Possessory Conservators named above shall have the following rights and duties:

1. the right to receive information from any other conservator of the child/ren concerning the health, education, and welfare of the child/ren;
2. the right to confer with the other conservators to the extent possible before making a decision concerning the health, education, and welfare of the child/ren;
3. the right of access to medical, dental, psychological, and educational records of the child/ren;
4. the right to consult with a physician, dentist, or psychologist of the child/ren;
5. the right to consult with school officials concerning the child/ren's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child/ren's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child/ren;

9. the right to manage the estates of the child/ren to the extent the estates have been created by the parent.
10. the duty to inform the other conservators of the child/ren in a timely manner of significant information concerning the health, education, and welfare of the child/ren;
11. the duty to inform the other conservators of the child/ren if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child/ren begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.
12. the duty to inform the other conservators of the child/ren if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. The conservator is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.
13. the duty to inform the other conservators of the child/ren 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 conservator after the expiration of the 60-day period following the date the final protective order is issued. The conservator 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 CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.
14. the duty to inform the other conservators of the child/ren if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. The conservator 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 CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE 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.

The Court ORDERS that, **during periods of possession**, the Possessory Conservators named above shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child/ren;
2. the duty to support the child/ren, including providing the child/ren with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent to medical and dental care for the child/ren not involving invasive procedure; and
4. the right to direct the moral and religious training of the child/ren.

8. Possession and Access (Visitation)

Texas Family Code Chapter 153

The Court **ORDERS** that the conservators shall have possession and access to the child/ren as ordered in the Modified Possession Order which is attached to and fully incorporated into this Order.

9. Child Support

Texas Family Code Chapter 154

Check **9A** if Mother will pay child support.

9A. Mother Ordered to Pay Child Support

The Court **ORDERS** _____ (**Mother**) to pay child support to _____ (**Obligee**) in the amount(s) described below.
Print Mother's Full Name.
Print the name of the conservator who will receive child support.

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

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

9A(1). Child Support Amount to be Paid by Mother for a Single Child

Mother is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on _____. A like payment is due on the 1st day of each month after _____.
Month / Day / Year
until child support terminates for the child.

9A(2). Child Support Amounts to be Paid by Mother for Multiple Children

Mother is **ORDERED** to pay \$_____ child support per month. The 1st payment is due on _____. A like payment is due on the 1st day of each month after _____.
Month / Day / Year
until child support terminates for one child.

After child support terminates for one child, Mother 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 children, Mother 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 children, Mother 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 children, Mother 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.

Check **9B** if Father will pay child support.

9B. Father Ordered to Pay Child Support

The Court **ORDERS** _____ (**Father**) to pay child support
Print the Legal Father's Full Name.
to _____ (**Obligee**) in the amount(s) described below.
Print the name of the conservator who will receive child support.

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

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

9B(1). Child Support Amount to be Paid by Father for a Single Child

Father is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on _____. A like payment is due on the 1st day of each month after
Month / Day / Year
that **until** child support terminates for the child.

9B(2). Child Support Amounts to be Paid by Father for Multiple Children

Father is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on _____. A like payment is due on the 1st day of each month after
Month / Day / Year
that **until** child support terminates for one child.

After child support terminates for one child, Father 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 children, Father 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 children, Father 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 children, Father 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.

9C. Events that Terminate Child Support

The obligation of Father and Mother 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. **-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 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.

9D. “Obligor” and “Obligee”

IT IS ORDERED that any parent ordered to **pay** child support will be referred to as “**Obligor**” throughout the remainder of this section.

IT IS ORDERED that the conservator ordered to **receive** child support will be referred to as “**Obligee**” throughout the remainder of this section.

9E. Place of Payment

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

- Name of parent ordered to *pay* child support, **and**
- Name of parent ordered to *receive* child support, **and**
- Cause Number and County of Order or Order, **and**
- Attorney General Case Number, if applicable.

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

WARNING! Do **not** pay child support directly to the managing conservator. 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 managing conservator you may have to pay again!

9F. No Credit for Informal Payments

IT IS ORDERED that money paid by an Obligor directly to Obligee or spent while in possession of the child/ren does **NOT** count as child support and shall be deemed in addition to and not instead of the support ordered in this order.

9G. Child Support Account / Fees

Each conservator 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 conservator 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 Court finds that the child support ordered paid by **Mother** above is: *(Check one.)*

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 Mother is \$ _____.

The net monthly income/resources of the Obligee is \$ _____.

Guideline child support would be _____ % of Mother's net monthly resources, which is \$ _____ per month.

The **actual** monthly child support amount ordered is \$ _____, which is _____ % of Mother's net monthly income/resources.

Guideline child support would be unjust or inappropriate under the circumstances because:

The Court finds that the child support ordered paid by **Father** above is: *(Check one.)*

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 Father is \$ _____.

The net monthly income/resources of the Obligee is \$ _____.

Guideline child support would be _____ % of Father's net monthly resources, which is \$ _____ per month.

The **actual** monthly child support amount ordered is \$ _____, which is _____ % of Father's net monthly income/resources.

Guideline child support would be unjust or inappropriate under the circumstances because:

9I. Income Withholding

IT IS ORDERED that any employer of an Obligor is ordered to withhold child support from the 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 **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**, 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 **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**.

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 his/her 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 here if Mother will maintain a life insurance policy for as long as child support is ordered.

As additional child support, _____ (**Mother**) is ORDERED to obtain
Print Mother's Full Name.

and maintain a life insurance policy on her 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.

Check here if Father will maintain a life insurance policy for as long as child support is ordered.

As additional child support, _____ (**Father**) is ORDERED to obtain
Print the Legal Father's Full Name.

and maintain a life insurance policy on his 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; or**
- (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 conservators 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. **-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.

10C. Definitions

"Child/ren" means all children, whether one or more, listed in Section 4 of this Order.

“**Obligor**” means the conservator ordered to pay child support.

“**Obligee**” means the conservator 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.

10D. 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 any conservator. 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.

10E. Orders about Health Insurance / Medical Support

The Court 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 children.

Check box **10E(2)** 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 **10E(3)** if no conservator 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 conservator ordered to pay child support. The **Obligee** is the conservator who will receive child support.

10E(1) Obligor to Provide and Pay for Health Insurance

As additional child support, the Court ORDERS **Obligor**, _____,
(Print name of conservator 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.

10E(2) Obligee to Provide Health Insurance / Obligor to Pay Cash Medical Support

As additional child support, the Court ORDERS **Obligee**, _____,
(Name of conservator 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 conservator ordered to **pay** child support)

to pay Obligee **cash medical support** of \$ _____ per month for **reimbursement** of health insurance premiums. The 1st payment is due on _____.
Month / Day / Year

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 his/her death.

Warning! Do not pay cash medical support directly to the other conservator. 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 conservator 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 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, _____,
(Name of conservator ordered to pay child support)

to pay Obligee **cash medical support** of \$ _____ per month. The 1st payment is due on _____.
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.

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 Disbursement Unit or TXSDU.

Warning! Do not pay cash medical support directly to the other conservator. 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 10E3. It does not apply to any other section.

10F. 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 any conservator.
- is** available at a reasonable cost to the person ordered to pay child support (**Obligor**) through:

(Check one.)

 - _____'s work, membership in a union, trade association, or other organization, or other source available to that conservator.
 - _____'s work, membership in a union, trade association, or other organization, or other source available to that conservator.

10G. Orders about Dental Insurance / Dental Support

(Check one.)

- No orders about dental insurance/dental support are made at this time because no conservator 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 children.

Check box 10G(2) 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 conservator ordered in this Order to pay child support and the **Obligee** is the conservator who will receive child support.

10G(1) Obligor to Provide and Pay for Dental Insurance

As additional child support, the Court ORDERS Obligor, _____,
(Name of conservator 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**, _____,
(Name of conservator ordered to **pay** 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**, _____,
(Name of conservator ordered to **pay** child support)

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
month / day / year

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 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.

10H. Conservator to Furnish Information about Health Insurance

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

- Insuring Conservator’s social security number;
- the name and address of Insuring Conservator’s employer;
- proof that health insurance has been provided for each child;
- whether Insuring Conservator’s employer is self-insured or has health insurance available;
- if Insuring Conservator’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 Conservator'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 Conservator 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.

10I. Conservator to Furnish Information about Dental Insurance

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

- Insuring Conservator's social security number;
- the name and address of Insuring Conservator's employer;
- proof that dental insurance has been provided for each child;
- whether Insuring Conservator's employer is self-insured or has dental insurance available;
- if Insuring Conservator'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 Conservator'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 Conservator 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 Conservator 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 Conservator or others as authorized by law. See *Texas Insurance Code, Section 1504.051*

If the Conservator 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 Conservator or others as authorized by law. See *Texas Insurance Code, Section 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 Conservator ordered to provide health insurance is not providing health insurance as ordered, then that Conservator 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 Conservator ordered to provide dental insurance is not providing dental insurance as ordered, then that Conservator 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 Conservator who incurs a health-care expense on behalf of a child (called the “*incurring Conservator*”) is ORDERED to give the other Conservator (called the “*nonincurring Conservator*”) 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 Conservator 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 Conservator, if the nonincurring Conservator’s portion has already been paid.

10L. Claims

Either Conservator 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 Conservator who paid the expense. If the insurance carrier sends reimbursement to the Conservator who did not pay the expense, he or she is ORDERED to endorse the check and deliver it to the Conservator who paid the expense **with 3 days**.

10M. Health Insurance Policy Requirements

Each conservator 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 Conservator 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 Conservator shall pay all such health-care expenses incurred unless: the expenses are emergency health-care expenses, the Conservators 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 Conservators to pay the expense.

10N. WARNING

A CONSERVATOR ORDERED TO PROVIDE HEALTH INSURANCE OR DENTAL INSURANCE OR TO PAY THE OTHER CONSERVATOR 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. Conservator's Information

Texas Family Code Sections 105.006 and 105.007

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

- The Court ORDERS Mother to disclose the following information and changes in that information to the other conservators, the Court and the State Case Registry. (Fill in Mother's information.)

Name: _____
Home Address: _____
Mailing Address: _____
Home phone # () _____ Work phone #: _____
FULL Social Security #: _____ -- _____ -- _____
Driver's License #: _____ Issuing state: _____
Employer: _____
Work address: _____

- The Court finds that disclosure of Mother's information to the other conservators is likely to cause Mother or the children harassment, abuse, serious harm or injury or would subject Mother or the children 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 the other conservators or notify the other conservators or the Court of changes in that information. The Court ORDERS Mother to provide her mailing address and changes in her mailing address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

11B. Disclosure of Father's Information (Check one.)

- The Court ORDERS Father to disclose the following information and changes in that information to the other conservators, the Court and the State Case Registry. (Fill in Father's information.)

Name: _____
Home Address: _____
Mailing Address: _____
Home phone # () _____ Work phone #: _____
FULL Social Security #: _____ -- _____ -- _____
Driver's License #: _____ Issuing state: _____

Employer: _____

Work address: _____

- The Court finds that disclosure of Father's information to the other conservators is likely to cause Father or the children harassment, abuse, serious harm or injury or would subject Father or the children to family violence. The Court ORDERS that Father's address and other identifying information **not** be disclosed. The Court further ORDERS that Father is **not** required to give his address or other identifying information to the other conservators or notify the other conservators or the Court of changes in that information. The Court ORDERS Father to provide his mailing address and changes in his mailing address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

11C. Disclosure of Nonparent Managing Conservator's Information *(Check one.)*

- The Court ORDERS the nonparent managing conservator named below to disclose the following information and changes in that information to the other conservators, the Court and the State Case Registry. *(Fill in the following information for the nonparent managing conservator.)*

Name: _____

Home Address: _____

Mailing Address: _____

Home phone # () _____ Work phone #: _____

FULL Social Security #: _____ -- -- _____

Driver's License #: _____ Issuing state: _____

Employer: _____

Work address: _____

- The Court finds that disclosure of the nonparent managing conservator's information to the other conservators is likely to cause the nonparent managing conservator or the children harassment, abuse, serious harm or injury or family violence. The Court ORDERS that the nonparent managing conservator's address and other identifying information not be disclosed. The Court further ORDERS that the nonparent managing conservator is **not** required to give his or her address or other identifying information to the other conservators or notify the other conservators or the Court of changes in that information. The Court ORDERS the nonparent managing conservator to provide his or her mailing address and changes in her mailing address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

11D. Disclosure of Nonparent Managing Conservator's Information *(Check one.)*

- The Court ORDERS the nonparent managing conservator named below to disclose the following information and changes in that information to the other conservators, the Court and the State Case Registry. *(Fill in the following information for a second nonparent managing conservator.)*

Name: _____

Home Address: _____

Mailing Address: _____

Home phone # () _____ Work phone #: _____

FULL Social Security #: _____ -- -- _____

Driver's License #: _____ Issuing state: _____

Employer: _____

Work address: _____

- The Court finds that disclosure of the nonparent managing conservator's information to the other conservators is likely to cause the nonparent managing conservator or the children harassment, abuse, serious harm or injury or family violence. The Court ORDERS that the nonparent managing conservator's address and other identifying information not be disclosed. The Court further ORDERS that the nonparent managing conservator is **not** required to give his or her address or other identifying information to the other conservators or notify the other conservators or the Court of changes in that information. The Court ORDERS the nonparent managing conservator to provide his or her mailing address and changes in her mailing address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

12. Required Notice

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,
- 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. Notice to Peace Officer

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER.

A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S

DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY.

ANY PERSON WHO KNOWINGLY PRESENTS FOR LAW ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

14. 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.

15. Court Costs

Court costs shall be paid by the person who incurred the costs to the extent s/he is required to pay such costs. A party who filed an affidavit or declaration of indigency that was not successfully contested is not required to pay court costs.

16. Final Order

All relief requested in this case and not expressly granted is denied. This is a final judgment and is appealable.

17. Date of Judgment

Signed on _____

By: _____
JUDGE PRESIDING

By signing here, I agree to the form and substance of this *Order in Suit Affecting the Parent-Child Relationship*.

Petitioner's signature

Date

Petitioner's Printed name

Respondent A's signature

Date

Respondent A's Printed name

Respondent B's signature

Date

Respondent B's Printed name

Respondent C's signature

Date

Respondent C's Printed name

Respondent D's signature

Date

Respondent D's Printed name

Modified Possession Order
(Nonparent is Managing Conservator)

The Court **ORDERS** that this Modified Possession Order is fully incorporated into the Order to which it is attached.

The Court **FINDS** that it is in the best interest of the subject child/ren to deviate from the requirements of Chapter 153 of the Texas Family Code.

The Court **ORDERS** that the conservators shall have possession of the child/ren at all times mutually agreed to in advance by the conservators. In the absence of mutual agreement, the Court **ORDERS** that the conservators shall have possession of the child/ren as **ORDERED** below:

Mother

The Court **ORDERS** that Mother, _____, shall have the
Print Mother's Full Name.

right to possession of the child/ren each month on the days and at the times listed here:

_____.

(Check only if applicable)

The Court also **ORDERS** that Mother's possession of the children shall be supervised at all times by _____ or other person or agency designated by _____.
Print the Full Name(s) of Nonparent Managing Conservator(s)

The Court also **ORDERS**:

_____.

Father

The Court **ORDERS** that Father, _____, shall have the
Print Father's Full Name.

right to possession of the child/ren each month on the days and at the times listed here:

_____.

(Check only if applicable)

The Court also **ORDERS** that Father's possession of the children shall be supervised at all times by _____ or other person or agency designated by _____.
Print the Full Name(s) of Nonparent Managing Conservator(s)

The Court also ORDERS:

Nonparent Managing Conservator(s)

The Court ORDERS that _____
Print the Full Name(s) Nonparent Managing Conservator(s)
shall have the right to possession of the child/ren at all times not specifically designated for Mother or Father above.

Exchange of Child/ren

The Court ORDERS Mother to pick up the child/ren at the beginning of each period of Mother's possession at this location: _____.

The Court ORDERS Mother to return the child/ren to the Nonparent Managing Conservator(s) at the end of each period of Mother's possession at that same location.

The Court ORDERS Father to pick up the child/ren at the beginning of each period of Father's possession at this location: _____.

The Court ORDERS Father to return the child/ren to the Nonparent Managing Conservator(s) at the end of each period of Father's possession at that same location.

Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.

Written notice, including notice by email or fax, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due.

Notice to School—If a conservator's time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, that parent shall immediately notify the school and the other parent that the child will not be or has not been returned to school.

Notice to any Peace Officer of the State of Texas

YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER, AND HIS AGENCY, ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY.

Any person who knowingly presents for enforcement an order that is invalid or is no longer in effect commits an offense that may be punishable by confinement in jail for as long as two years and a fine of as much as \$10,000.

This concludes the Possession Order.