

# Medical Support Order

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

## 1. Duty to Provide Medical Support

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

## 2. Events that Terminate Medical Support

The obligation to provide medical support for a child terminates (ends) 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. Court Findings about Health Insurance

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

**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.

**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.**

## 4. Orders Regarding Health Insurance and Cash Medical Support

Check box **4(A)**, **4(B)**, **OR** **4(C)** on the following pages and write in the appropriate names (and start date if cash medical support is ordered).

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

- Check box **4(A)** if the **Obligor** will provide and pay for health insurance for the children.
- Check box **4(B)** 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 **4(C)** 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.

**4(A).  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 get health insurance for the child/ren **within 15 days** of the date of this order through: (Check one.)

- Obligor's work or membership in a union, trade association, or other organization.
- another source available to Obligor.

The health insurance must cover basic healthcare services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services.

Obligor is ORDERED to pay, as additional child support, all costs of such health insurance, including but not limited to enrollment fees and premiums.

Obligor is ORDERED to keep such health insurance in full force and effect on each child, who is the subject of this suit, until one of the above **events that terminate medical support** occurs for the child.

Obligor is ORDERED to give Obligee the following **within 30 days** of the date of this order:

- o Obligor's social security number and the name and address of Obligor's employer, **and**
- o the name of the insurance carrier, the policy number, and proof the child/ren are covered, **and**
- o a copy of the insurance policy and list of benefits covered, **and**
- o insurance membership cards for the child/ren, **and**
- o any forms needed to use the health insurance, **and**
- o any forms needed to submit a claim.

Obligor is ORDERED to give Obligee the following **within 3 days** of receipt:

- o any insurance checks or other payments for medical expenses paid by Obligee **and**
- o any explanations of benefits relating to medical expenses paid or incurred by Obligee.

If health insurance benefits for the child/ren are changed in any way, Obligor is ORDERED to give Obligee information about the change and any new forms needed to use the insurance **within 15 days** of the change.

If health insurance benefits are cancelled, Obligor is ORDERED to get new health insurance for the children **within 15 days** of the date of cancellation. The new insurance must equal or exceed the prior level of coverage. The new health insurance must cover basic healthcare services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services.

If Obligor 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 Obligee or others as authorized by law. See *Texas Insurance Code, Section 1504.051*

**4(B).  Oblige to Provide Health Insurance / Obligor to Reimburse Cost**

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

to get health insurance for the child/ren **within 15 days** of the date of this order through: (Check one.)

- Oblige's work or membership in a union, trade association, or other organization.  
 another source available to Oblige.

The health insurance must cover basic healthcare services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services.

Oblige is ORDERED to maintain such health insurance in full force and effect on each child until one of the above **events that terminate medical support** occurs for the child.

Oblige is ORDERED to give Obligor the following **within 30 days** of the date of this order:

- o Oblige's social security number and the name and address of Oblige's employer, **and**
- o the name of the insurance carrier, the policy number, and proof the child/ren are covered, **and**
- o the name of the insurance company and the policy number, **and**
- o a copy of the insurance policy and list of benefits covered, **and**
- o insurance membership cards for the child/ren, **and**
- o any forms needed to use the health insurance, **and**
- o any forms needed to submit a claim.

Oblige is ORDERED to give Obligor the following **within 3 days** of receipt:

- o any insurance checks or other payments for medical expenses paid by Obligor **and**
- o any explanations of benefits relating to medical expenses paid or incurred by Obligor.

If health insurance benefits for the child/ren are changed in any way, Oblige is ORDERED to give Obligor information about the change and any new forms needed to use the insurance **within 15 days** of the change. If the cost of health insurance benefits for the child/ren changes, Oblige is ORDERED to give Obligor information about the change **within 15 days** of the change.

If health insurance benefits are cancelled, Oblige is ORDERED to get new health insurance for the children **within 15 days** of the date of cancellation. The new insurance must equal or exceed the prior level of coverage. The new health insurance must cover basic healthcare services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services.

If Oblige 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 Obligor or others as authorized by law. See Texas Insurance Code, Section 1504.051

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

to pay Oblige **cash medical support** of \$ \_\_\_\_\_ per month for **reimbursement** of health insurance premiums. The 1<sup>st</sup> payment is due on \_\_\_\_\_.  
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 support** occurs for each child.

Obligor is ORDERED 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 Court ORDERS that money paid by Obligor directly to Oblige or spent while in possession of the children does **NOT** count as cash medical support.

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**.

**4(C).  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.

Obligee is ORDERED to give the Office of the Attorney General Child Support Division a copy of the insurance policy and list of benefits covered **within 30 days** of the date of this order.

Obligee is ORDERED to give Obligor the following **within 30 days** of the date of this order:

- o the name of the insurance company and the policy number, **and**
- o a copy of the insurance policy and list of benefits covered, **and**
- o insurance membership cards for the child/ren, **and**
- o any forms needed to use the health insurance, **and**
- o any forms needed to submit a claim.

Obligee is ORDERED to give Obligor the following **within 3 days** of receipt:

- o any insurance checks or other payments for medical expenses paid by Obligor **and**
- o any explanations of benefits relating to medical expenses paid or incurred by Obligor.

If Obligee 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 Obligor or others as authorized by law. *Texas Insurance Code, Section 1504.051*

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 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.

***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 money paid by Obligor directly to Obligee or spent while in possession of the children does **NOT** count as cash medical support.

IT IS ORDERED that Obligor is allowed to **stop paying of 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 **4(C)**. It does **not** apply to any other section.

## 5. 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:

**4(A)** above is checked and Obligor is not providing health insurance as ordered, then Obligor is liable for **100 percent** of all necessary medical expenses of the child/ren.

**4(B)** above is checked and Obligee is not providing health insurance as ordered, then Obligee is liable for **100 percent** of all necessary medical expenses of the child/ren.

If **4(C)** 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.

**Reasonable and necessary health care expenses that must be paid by the parents if not covered by insurance include:** copayments for office visits and prescription drugs, the yearly deductible, if any, medical, surgical, and prescription drug expenses, mental health-care services, dental and orthodontic expenses, **and** eye care and ophthalmological expenses. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

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.

## 6. 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, that parent is ORDERED to endorse the check and deliver it to the parent who paid the expense **within 3 days**.

## 7. 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.