

FAMILY COURT OF THE STATE OF NEW YORK
COUNTY OF

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

S.S.# (Assignor)

Petitioner,

-against-

Respondent.

S.S.#
.....

STIPULATION FOR
CHILD SUPPORT

Docket No.

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

| <u>NAME</u> | <u>DATE OF BIRTH</u> | <u>SOCIAL SECURITY #</u> |
|-------------|----------------------|--------------------------|
|-------------|----------------------|--------------------------|

2. A petition seeking support for the above-named child(ren) was filed by,
_____, Petitioner, against _____, Respondent, in the Family
Court, _____ County, on _____, _____,

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

Accordingly, the parties stipulate as follows:

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

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

insurance, if available. The parties voluntarily agree to waive the issuance by the Court of a separate order with respect to provision of [check applicable box(es)]: accident life insurance. The parties voluntarily agree to the issuance of a IV-D case: medical execution Non-IV-D case: Qualified Medical Child Support Order waive the issuance of a medical execution or order.

c. The unrepresented party, if any, has received a copy of the child support standards chart promulgated by the Commissioner of the New York State Office of Temporary and Disability Assistance pursuant to Section 111-i of the Social Services Law.

d. The amount of the basic child support obligation for the child(ren) in this case is \$ _____ weekly every two weeks monthly twice per month quarterly.

e. The parties agree that the amount of child support to be ordered in this proceeding is \$ _____, per _____ to be paid by _____ to _____ as follows:

| <u>Name</u> _____ | <u>Social Security #</u> _____ | <u>Date of Birth</u> _____ | <u>Amount</u> _____ |
|-------------------|--------------------------------|----------------------------|---------------------|
| | | | <u>Total:</u> _____ |

f. The parties' reason(s) for agreeing to child support in an amount different from the basic child support obligation (is) (are): [specify; see Family Court Act § 413(1)(f)]:

_____ ;
g. The Court approves the parties' agreement to deviate from the basic child support obligation for the following reasons: [see Family Court Act Section 413(1)(f)]:

h. The name, address and telephone number of Respondent's current employer(s), are:
NAME

ADDRESS

TELEPHONE

i. The parties agree that the Respondent is chargeable with the support of the following person(s) and is possessed of sufficient means and able to earn such means to provide the payment of the sum \$ _____ weekly every two weeks monthly twice per

month quarterly, such payments to commence on _____, _____, allocated as follows for and toward the support of Respondent's spouse and children as follows:

Name Date of Birth Social Security # Amount Per Time Period ¹
spouse:

child(ren):

Total:

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

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

l. The parties agree that the Respondent, upon notice of this order, shall pay or cause the aforesaid amount(s) to be paid by cash check certified check money order to the: Petitioner IV-D cases: Support Collection Unit Non-IV-D cases: N.Y. S. Office of Temporary and Disability Assistance),² such payments to commence on [specify]: _____; and it is further

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

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

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

² Non-IV-D cases only: payments must be remitted to: N.Y.S. Office of Temporary and Disability Assistance, P.O. Box 15365, Albany, N.Y. 12260.

, until the entire sum is paid;

o. The parties agree that [specify name(s) of legally-responsible relative(s)]:
 shall continue to maintain health insurance coverage for the following eligible dependent(s) [specify]: _____ under the following plan [specify]: _____ for as long as it remains available;
 shall enroll the following eligible dependent(s) [specify]: _____ under the following health insurance plan [specify]: _____ immediately and without regard to seasonal enrollment restrictions, effective as of [specify date]: _____, and maintain such coverage as long as it remains available.
Such coverage shall include all plans covering the health, medical, dental, optical and prescription drug needs of the dependents named above and any other health care services or benefits for which the legally-responsible relative is eligible for the benefit of such dependents; provided, however, that the group health plan is not required to provide any type or form of benefit or option not otherwise provided under the group health plan except to the extent necessary to meet the requirements of Section 1396(g-1) of Title 42 of the United States Code. The legally-responsible relative(s) shall assign all insurance reimbursement payments for health care expenses incurred for (his)(her) eligible dependent(s) to the provider of such services or the party having actually incurred and satisfied such expenses, as appropriate;

OR

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

p. The parties agree that each parent shall pay the cost of premiums or family contribution, which shall be allocated as follows [specify]: _____

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

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

s. The parties agree that upon a finding that the above-named legally-responsible relative(s) willfully failed to obtain health insurance benefits in violation of this stipulation,

such relative(s) will be presumptively liable for all health care expenses incurred on behalf of the above-named defendant(s) from the first date such dependent(s) was were eligible to be enrolled to receive health insurance benefits after the issuance of such order or execution directing the acquisition of such coverage;

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

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

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

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

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

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

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

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

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

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

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

Signature - mother

Signature - father

Print or Type Name

Print or Type Name

Signature of Attorney, if any

Signature of Attorney, if any

Attorney's Name (Print or Type)

Attorney's Name (Print or Type)

Attorney's Address and Telephone
Number

Attorney's and Telephone Number

Dated: _____, _____ .

Hearing Examiner