

FAMILY COURT OF THE STATE OF NEW YORK  
COUNTY OF

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

Petitioner,

S.S.# \_\_\_\_\_

-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 Support Magistrate \_\_\_\_\_ and indicated that they  
wish voluntarily to make a stipulation for the support of the above-named child(ren) as permitted  
by Section 413(l)(h) of the Family Court Act.

Accordingly, the parties stipulate as follows:

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

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

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>
-------------	--------------------------	----------------------	---------------

Total:

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(l)(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 <sup>1</sup>

spouse:

child(ren):

\_\_\_\_\_  
\_\_\_\_\_

Total:

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

k. The parties agree that the Respondent is responsible for the support so ordered from the date of the filing of the petition to the date of this Order (less the amount of \$

already paid) and that the Respondent pay the sum of \$ \_\_\_\_\_ as follows:  
\$ \_\_\_\_\_ immediately, and \$ \_\_\_\_\_  weekly  every two weeks  monthly  twice per month  quarterly; and it is further

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

- Petitioner by cash, check or money order
- Non-IV-D cases: N.Y.S. Office of Temporary and Disability Assistance made by check or money order payable to and mailed to P. O. Box 15365, Albany, NY 12260. The county name and account number for the matter must be included with the payment for identification purposes
- IV-D cases: Support Collection Unit made by check or money order payable to and mailed to N.Y.S. Child Support Processing Center, P. O. Box 15363, Albany, NY 12212-5376. The county name and account number for the matter must be included with the payment for identification purposes ; and it is further

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

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

\_\_\_\_\_

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

, until the entire sum is paid;

- o. The parties agree that [specify name(s) of legally-responsible relative(s)]:
  - shall continue to maintain health insurance coverage for the following eligible dependent(s) [specify]: \_\_\_\_\_ under the following plan [specify]: \_\_\_\_\_ for as long as it remains available;
  - shall enroll the following eligible dependent(s) [specify]: \_\_\_\_\_ under the following health insurance plan [specify]: \_\_\_\_\_ immediately and without regard to seasonal enrollment restrictions and maintain such coverage as long as it remains available.

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

OR

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

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 Support Magistrate \_\_\_\_\_, \_\_\_\_\_, part \_\_\_\_\_, Family Court, \_\_\_\_\_ County.

\_\_\_\_\_  
Signature - mother

\_\_\_\_\_  
Signature - father

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of Attorney, if any

\_\_\_\_\_  
Signature of Attorney, if any

\_\_\_\_\_  
Attorney's Name ( Print or Type)

\_\_\_\_\_  
Attorney's Name (Print or Type)

\_\_\_\_\_  
Attorney's Address and Telephone Number

\_\_\_\_\_  
Attorney's and Telephone Number

Dated: \_\_\_\_\_, \_\_\_\_\_ .

\_\_\_\_\_  
Support Magistrate