

INSTRUCTIONS FOR PARENTS DIVORCING WITHOUT BENEFIT OF LEGAL REPRESENTATION

PRO SE LITIGANTS



Compliments of the Travis County Bar Association,
Family Law Section and the Travis County Domestic
Relations Office

TABLE OF CONTENTS

INTRODUCTION

ATTORNEY REFERRAL SERVICES

FILING WITH THE DISTRICT CLERK'S OFFICE

FEES

COMMUNITY RESOURCES
FOR PARENTS AND CHILDREN

FORMS

INTRODUCTION

Divorce has important legal and emotional ramifications for both parents and children. This packet has been put together to help divorcing parents in Travis County. In this packet you will find attorney referral information, legal services information and where to find the forms that are mandatory for you to use in Travis County courts.

The forms provided in this package contain very limited options regarding the division of property. The main purpose of these forms is to provide for enforceable orders regarding issues relating to children. The purpose of these forms is not to attempt to address all of the possible property issues that may be involved with a divorce. If you own property other than minimal personal property, you should hire an attorney to represent you in your divorce. If you and/or your spouse own boats, real estate, retirement and other employee benefits, stocks, bonds, mutual funds, stock options, or life insurance (with a cash surrender value) you should not rely on these forms, because the forms do not address division of this type of property. If the Decree of Divorce fails to divide property owned by the parties at the time of the divorce, then the property may have to be divided at a later time.

We hope that this packet will be of use to you in order to comply with Texas laws and Travis County District Court, Local Rules. Our goals are that you leave the courtroom with an *enforceable* (legally binding) order, that both parents understand their rights, duties and responsibilities, and that both parents better understand the special needs of children with divorcing parents. Both you and your children will benefit from a clearly expressed court order.

WHY SHOULD I OBTAIN THE SERVICES OF AN ATTORNEY?

Parents that are seeking a divorce from the Travis County Courts have the option of being represented by an attorney or of doing it on their own – pro se. However, without the benefit of an attorney you may not understand your rights in regards to property, child support, child support deducted from wages, visitation and access to the child(ren) by both parents and the duties and responsibilities of both parents in taking care of their children. Research shows that parents that re-litigate or seek other types of legal enforcement after the divorce often do so because they have an unenforcable order and/or did not understand the terms of the court order to begin with. An attorney can make sure that your rights are protected, that your court order is enforceable, that your court order meets all of the legal standards of the Texas Family Code and that you and your ex-spouse clearly understand what your rights and responsibilities are under the divorce order.

If you should decide that you need the help of the attorney there are a number of ways to find competent representation. The following page gives you a number of options for finding representation by an attorney.

ATTORNEY RESOURCES

Central Texas Legal Aid

Provides services for Travis County residents that meet certain income guidelines where there is evidence of family violence. There are also free legal clinics sponsored by Legal Aid at area schools several evenings each week.
447-7707

Lawyer Referral Services

Provided by the Travis County Bar Association
Weekdays 8:00 am to 5:00 pm
\$20 for first half hour attorney consultation
472-8303 or 1-877-983-9227

Texas Fatherhood Initiative

512-472-3237

Offers legal consultation on family law matters, low-cost forms preparation, and a family law *Pro-Se* legal clinic.

Referral from a friend or colleague

You may find it helpful to ask people you know for a personal reference for an attorney. Be sure to ask the person giving the referral if he or she felt well represented.

Southwestern Bell Yellow Pages

Look under the key word Attorneys. It is important to note that Attorneys who are “board certified” in family law will indicate this.

Travis County Match Program (a program offered by Lawyer Referral Services)

This program matches up folks with attorneys that charge a reduced rate of \$50 per hour. There is an income requirement needed for qualification for this service. There is a \$1,500 maximum on any retainer for a MATCH attorney. The initial 30 minute consultation is \$20.00.
472-8303

FILING WITH THE DISTRICT CLERK'S OFFICE

Step One: Preparing your divorce papers.

You will need to prepare your own papers to file and obtain a decree of divorce; the District Clerk does *not* provide forms that you can just fill out.

The best place to start is the law library on the 4th floor of the courthouse. When you go there, ask to see a family law form book where there are samples of the forms you will need. Using these forms as an example, prepare your own papers to file for a divorce.

All legal papers pertaining to a family law matter, including divorce, are filed with the Travis County District Clerk's Office:

Travis County District Clerk's Office
3rd Floor County Courthouse
1000 Guadalupe St.
Austin, Texas 78701
512-854-9457

The Deputy Clerks in the District Clerk's office will file the papers you present if they are in order but cannot prepare papers for you or give you advice on how to prepare them.

CAUTION: If you or your children have a history of family violence with your spouse, we cannot recommend doing a divorce without an attorney. The court can order protection for you or your children, but you will need an attorney to help with this. If you need protection while you get an attorney, or if you have already filed a divorce and need protection, contact the County Attorney at 854-9415 and say you need a protective order. The County Attorney will not be able to do your divorce, but they will be able to obtain court-ordered protection from family violence for you or your children.

Step Two: Filing an Original Petition

A divorce is filed by presenting the original petition to the District Clerk. When you go to the District Clerk's office to file your divorce, and any other time you go to file papers in your divorce case, have the original document and two copies with you.

- Go to Room 302 of the courthouse to the reception counter and tell the attendant you want to file a divorce.
- Give the attendant the original and all copies of your original petition. They will be stamped and placed in a folder.
- The attendant will refer you to the Deputy Clerk who will be recording your divorce case paperwork. You may have to wait a bit until the Deputy Clerk is free.
- Give the Deputy Clerk the folder with your divorce papers and say whether your spouse will be signing a *waiver*, which means you and your spouse agree to the terms of the divorce, or your divorce is *contested*, which means you and your spouse do not agree. If your divorce is contested, your spouse must be served with the divorce papers.
- Pay the filing fee to the Deputy Clerk. This will be as low as \$182 or as high as \$249, depending on whether you have minor children and whether your divorce is contested. You can pay your fees in cash, by check, or by Discover Card. There will be a small additional fee for Discover Card payment.
- The Deputy Clerk will give you a receipt and one copy of the original petition. This original petition will have a case number at the top. If your spouse is signing a waiver, the second copy will be returned so you can give it to your spouse. If your spouse is being served, the Deputy Clerk will keep the second copy so the Constable can serve it.
- Before you leave the District Clerk's office after filing the original petition, pick up a copy of the District Clerk's fee pamphlet for family law cases. It will tell you how many copies you need once your divorce is signed by a judge.

Step Three (waiver divorce): Filing the waiver

You will need to prepare the waiver for your spouse to sign. You can find a sample in the form book in the law library.

- Your spouse can sign the waiver at any time *after* the original petition is filed. The waiver cannot be signed beforehand. The District Clerk recommends the waiver be filed no later than 50 days after the original petition is filed.
- Your spouse's signature must be notarized.
- Once it is signed and notarized, either you or your spouse can file it with the District Clerk. Submit both the original and two copies.
- You can file the waiver either in person or by mail. To file in person, go to Room 302 of the main courthouse and present the original and all copies. The attendant will stamp the three documents, keep the original, and return the copies to you.
- To file by mail, make a third copy. Place the original and two copies in an envelope along with a stamped, self-addressed return envelope so the Deputy Clerk can mail your copies back to you. Address it to District Clerk, P.O. Box 1748, Austin, TX 78752. You will get the stamped copies back in a few days.

Step Three (contested divorce): Having your spouse served

If your spouse is not signing a waiver, then he or she must be served. If you know this at the time you file your original petition, you can request service at that time. If you don't know whether your spouse will sign a waiver and want to try that first, you can always come in later and request service. If you come in later, make sure you bring another copy of the original petition.

The Deputy Clerk will prepare the papers to be served, using the copy of the original petition that you brought with you, and forward those papers to the Constable, who will serve them.

If you do not know where your spouse is after having tried to find him/her, you may have your spouse served by posting citation at the courthouse. You can do this if you have no children or property in the marriage. A notarized affidavit must be filed to do this. Samples are available in the law library.

If you have children or property in the marriage and cannot locate your spouse, you can have him/her served by publication. You will need a notarized affidavit in this case as well. The Deputy Clerk will collect the fees for issuing and serving the citation and have the Constable serve it on the local publication of your choice, who will publish it. You will receive a separate bill from the publication for its services. You must pay the publication directly; do not pay the Deputy Clerk for publishing the citation.

The cost of having the Constable serve these papers is included in the fee you paid when you filed the original petition. Once your spouse is served, the Constable will file with the District Clerk a copy of the papers the Deputy Clerk prepared to certify that service occurred.

If your spouse fails to answer the original petition, you can obtain a *default* divorce as long as all the waiting periods have passed. The waiting periods are:

- a. 60 days from the date the original petition is filed.
- b. 10 days from the date the Constable files with the District Clerk a copy of the papers certifying your spouse was served.
- c. Until 10:00 a.m. on the Monday following 20 days from the date the Constable served your spouse.

Even if all these waiting periods have passed, if your spouse files an answer before you can have a default divorce decree signed, then you cannot obtain a default divorce.

Step Four (contested divorce): The Divorce Hearing

If your divorce remains contested, which means your spouse answers the original petition and you are unable to agree on the terms of the divorce, then your divorce must be set on the court's regular docket to be heard by a judge. We do not recommend that you handle a contested divorce without an attorney. There are too many legal and procedural requirements on a contested divorce for someone who is not specially trained to ensure everything is done correctly.

Step Four (waiver, agreed, default divorce): Uncontested Docket

The uncontested docket is reserved for any legal matters where the judge is not required to hear arguments from both parties. In divorces, there are three circumstances that allow a decree to be granted at the uncontested docket:

- a. You are getting a waiver divorce, your spouse has signed the waiver, the waiver has been filed, and 60 days have passed since the original petition was filed.
- b. You started with a contested divorce, your spouse has been served and answered the citation but you both have now agreed to and signed the divorce decree, and 60 days have passed since the original petition was filed.
- c. You are getting a default divorce and have met all the waiting periods for a default divorce.

To have your divorce decree granted at the uncontested docket:

- Prepare the Decree of Divorce and Order for Withholding, if you have minor children. You can obtain samples of both these documents when you go to the law library. If the decree is agreed by you and your spouse, you should both sign it to indicate this agreement has been made.
- Go to Room 301 of the courthouse any weekday at 8:00 a.m. or 1:00 p.m. and ask for your divorce file and docket sheet, using the number the Deputy Clerk put on the top of your original petition. You will be asked to provide your driver's license when you are given the divorce file to ensure that you return it.
- Once you receive the Court file and the docket sheet, review it to make sure all the papers you or your spouse have filed are in it. If you are obtaining a default divorce, also check to see that the Constable's certification of service is in the file.
- Go to Room 302 in the Courthouse to obtain a Vital Statistics Form. Complete this form.
- Put the original Decree of Divorce, Order for Withholding, and the completed Vital Statistics Form in the divorce file.
- The courtroom location of the uncontested docket is found on the bulletin board outside the District Clerk's office on the 3rd floor of the courthouse. Go

to that courtroom. You should be in the courtroom no later than 8:20 am or 1:20 p.m.

- When you arrive in the Courtroom, give the Court Clerk the divorce file and docket sheet. Tell him or her that you are there for your final divorce hearing.
- When it is your turn, the Judge will call you to the bench by calling out the cause number and the title of your case. At that time, walk up to the area in front of the where the Judge is sitting and tell him or her that you are there for the Final Hearing of your uncontested divorce. ALWAYS ADDRESS THE JUDGE AS YOUR HONOR.
- You will be required to testify to certain things before the judge. The Judge will swear you in before you begin testifying and might ask you to proceed or might ask you questions.
- At the end of the hearing, the Judge will sign the original Decree of Divorce and the Order for Withholding, if properly prepared. Ask the Judge to return you the divorce file and whatever the Judge signed so you can file them.

Step Five (waiver, agreed, default divorce): Filing the Decree

Your divorce is not final until you file it with the District Clerk.

- Take the divorce file, the Decree of Divorce, and Order of Withholding back to Room 301. Return the divorce file and get your driver's license back.
- Before you present the Decree of Divorce and Order of Withholding for filing, get a copy of them for yourself and make any extra copies required by the District Clerk (check the pamphlet you picked up when you filed the divorce to see if the District Clerk requires extra copies). You may have the attendants behind the counter make your copies for \$.50 per page or request a card to make them yourself for \$.25 per page.
- Present the original decree, original order, Vital Statistics form, and any copies you made to the attendant behind the counter in Room 301. The attendant will file-stamp the originals and copies.
- If you would like to obtain a certified copy, ask the attendant when you present the Decree of Divorce and copies. The attendant will make an additional copy and certify it. The charge for a certified copy is \$1.00 per page plus \$1.00 for the certification stamp. We recommend you get at least one certified copy.
- The original plus any required extra copies will be kept by the District Clerk. The copy you made for yourself will be returned to you. The required extra copies will be sent to your spouse by the District Clerk.

Step Six (waiver, agreed, default divorce): Texas Child Support State Distribution Unit

If your Final Decree of Divorce provides that child support is to be paid, you or your spouse must set up an account at the Texas Child Support State Distribution Unit, P.O. Box 659791, San Antonio, Texas 78265-9791. For convenience, you may fill out the appropriate form at the District Clerk's Office when you file your Decree of Divorce. They will forward it to the Texas Child Support State Distribution Unit. If you want to have the Order of Withholding served on your spouse's employer, you may pay the District Clerk the service fee when you fill out the form for the Texas Child Support State Distribution Unit. Make sure you provide a copy of the Order of Withholding to be sent to the employer.

This will complete your divorce action. There is a 30 day waiting period after the final decree is signed by the Judge before you can remarry, unless you remarry the spouse you are divorcing or unless you have asked the Judge to waive this waiting period in your original petition and have included this waiver in the Decree of Divorce.

F E E S

You must pay your filing fees when you file your original petition:

Waiver divorce without children	\$254.00
Waiver divorce with children	\$269.00
Contested divorce without children	\$253.00
Contested divorce without children (posting)	\$309.00
Contested divorce with children	\$268.00

Pay your copy fees when you file your Decree of Divorce and Order of Withholding after the Judge has signed them:

Self-service copy	\$.25 per page
Attendant-made copy	\$.50 per page
Certified copy	\$1.00 + \$1.00 per page

Pay the fee to have the Order of Withholding served on your spouse's employer when you fill out the form for Domestic Relations

Service of Order of Withholding	\$15.00
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COMMUNITY REFERRAL SERVICES FOR PARENTS AND CHILDREN

Austin Child Guidance Center

512-451-2242

Divorce workshops and family counseling.

Austin Stress Clinic

South- 512-326-1717

North- 512-452-1648

Offers family violence treatment, anger management, individual & couples counseling.

Capital Area Psychological Association

512-451-4983

Information and referral service for counseling.

Child Abuse Hotline

1-800-252-5400

Accepts reports of child abuse on a 24-hour basis.

Connections Resource Center

512-478-5725

Free educational classes and lending library for parents and providers.

Dispute Resolution Center

512-371-0033

Provides mediation services.

Divorce Recovery & Family Resource Center

512-502-1882

First Call For Help

512-324-1899

A referral network for community resources.

Kids Exchange

512-467-0803

A neutral drop off and pick up site for children that allows parents to comply with their visitation/access court order. Provides supervised visitation when ordered by the Courts.

Lifeworks (Youth Options Program)

512-478-1648

Counseling for youth ages 7 – 17 and their families. Crisis family counseling.
Sliding scale fees available.

Teen Hotline

512-441-8336

Middle Way

512-459-5490

Offers parenting groups.

National Domestic Violence Hotline

1-800-799-7233

Safeplace

512-928-9070

Provides shelter for victims of family violence and a variety of other services.

The Samaritan Center

512-451-7337

Offers counseling and parenting groups.

Teen Family Counseling Center

512-327-5040

Substance abuse programs available to teens and their families. General
counseling for children and adults.

Travis County, County Attorney's Office (Protective Order Unit)

512-854-4163

Provides legal services for victims of domestic violence.

Travis County Domestic Relations Office

201 W. 5th St.

512-854-9696

Receives and disburses all child support payments in Travis County. Enforces
child support and medical support orders and visitation orders. Call for
application for services.

Office of the Attorney General

Enforces child support and medical support orders. Call for application for
services.

512-514-7000

FORMS

NO. _____

IN THE MATTER OF
THE MARRIAGE OF

(Petitioner)
AND

(Respondent)
AND IN THE INTEREST OF

CHILD(REN)

§
§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

_____ JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

FINAL DECREE OF DIVORCE

The Court heard this case on _____.

1. **PARTIES:** Petitioner: Name: _____

Social Security number: _____

Driver's License number: _____

Respondent: Name: _____

Social Security number: _____

Driver's License number: _____

2. **SERVICE ON RESPONDENT:** [CHECK ONE]:

[] Personal Service: Respondent was personally served with citation.

[] Waiver: Respondent waived service of process, and entered an appearance through a waiver that was previously filed with the Court. Respondent waived further notice of the proceeding in this cause.

3. **APPEARANCES.**

Petitioner appeared in person, representing him/herself *pro se*, and announced ready for trial.

- Respondent: [] Although properly served with citation, did not appear and wholly made default.
- [] Waived issuance and service of citation by waiver filed with the court and did not otherwise appear.
- [] Did not personally appear, but has made a general appearance and has agreed to the terms of this Decree by signing below.

4. RECORD

A record was made.

5. JURISDICTION

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds Petitioner has been a domiciliary of Texas for at least a six-month period preceding the filing of this action and a resident of the County in which this suit is filed for at least a ninety-day period preceding the filing of this action. All persons entitled to citation were properly cited.

6. JURY

A jury was waived, and all questions of fact and of law were submitted to the Court.

7. DIVORCE

IT IS ORDERED AND DECREED that Petitioner and Respondent are divorced and that the marriage between them is dissolved on the ground of insupportability.

8. CHILDREN OF THE MARRIAGE

The Court finds that Petitioner and Respondent are the parents of the following children:

Name: _____ Sex: _____
 Birth Date: _____ Birth Place: _____
 Home State: Texas

Name: _____ Sex: _____
 Birth Date: _____ Birth Place: _____
 Home State: Texas

Name: _____ Sex: _____

Birth Date: _____ Birth Place: _____

Home State: Texas

Name: _____ Sex: _____

Birth Date: _____ Birth Place: _____

Home State: Texas

The Court finds that there are no other children of the marriage under the age of 18 or otherwise entitled to support, and that none are expected.

9. CONSERVATORSHIP

The Court, having considered the circumstances of the parents and of the children, finds that the following orders are in the best interest of the children [*CHECK ONE*]:

Sole Managing and Possessory Conservators. IT IS ORDERED that [*CHECK ONE*] Petitioner Respondent is appointed Sole Managing Conservator, and [*CHECK ONE*] Petitioner Respondent is appointed Possessory Conservator of the children subject of this suit.

Joint Managing Conservators. IT IS ORDERED that Petitioner and Respondent are appointed Joint Managing Conservators of the children subject of this suit.

Rights and Duties at All Times. IT IS ORDERED that, at all times, Petitioner and Respondent, as conservators of the children, shall each have the following rights and duty:

1. the right to receive information from the other parent concerning the health, education, and welfare of the children;
2. the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the children;
3. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;
4. the right of access to medical, dental, psychological, and educational records of the children;
5. the right to consult with a physician, dentist, or psychologist of the children;
6. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
7. the right to attend school activities;
8. the right to be designated on the children's records as a person to be notified in case of an emergency;

9. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the children; and
10. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

Rights and Duties during Periods of Possession. IT IS ORDERED that, during their respective periods of possession, Petitioner and Respondent, as conservators, shall each have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the children;
2. the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent for the children to medical and dental care not involving an invasive procedure;
4. the right to consent for the children to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the children; and
5. the right to direct the moral and religious training of the children.

Exclusive Rights of Petitioner. IT IS ORDERED that
 [CHECK ONE] Petitioner Respondent shall have the following rights exclusively:

1. the right to establish the primary residence of the children [CHECK ONE] without regard to geographic location within the following geographic area _____; and
2. the right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children.

Other Rights and Duties. IT IS ORDERED that Petitioner and Respondent, as parent conservators, shall share the following rights and duties in the manner indicated:

Petitioner	Respondent	Jointly by	Independently
<u>Exclusively</u>	<u>Exclusively</u>	<u>Agreement</u>	<u>Exercised by Both</u>

- the right to consent to medical, dental, and surgical treatment involving invasive procedures and to consent to psychiatric and psychological treatment of the children;
- the right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
- the right to consent to marriage and to enlistment in the armed forces of the United States;
- the right to make decisions concerning the children's education;
- the right to the services and earnings of the children;
- except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government; and
- the duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents.

10. POSSESSION SCHEDULE

The parties shall have possession of the children pursuant to the possession schedule attached hereto as Exhibit A.

In this order and in Exhibit A, *[CHECK ONE]* Petitioner Respondent is the Home Parent, the person who has the right to establish the primary residence of the children.

In this order and in Exhibit A, *[CHECK ONE]* Petitioner Respondent is the Co-Parent, the person who has the right of access to the children according to the specific terms of the schedule set out in Exhibit A.

11. CHILD SUPPORT

In this order, *[CHECK ONE]* Petitioner Respondent is the Obligor, the person who must pay child support.

In this order, *[CHECK ONE]* Petitioner Respondent is the Obligee, the person who has the right to receive child support.

IT IS ORDERED that Obligor is obligated to pay and shall pay to Obligee child support in the amount of \$_____ per month, with the first payment being due and payable on the first day of the first month immediately following the date that this decree is signed below, and a like payment being due and payable on the first day of each month thereafter until the first month following the date on which one of the following four events has occurred with respect to each and every child subject of this suit:

1. the child reaches the age of eighteen years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child-support payments shall continue to be due and paid until the end of the month in which the child graduates;
2. the child marries;
3. the child dies; or
4. the child's disabilities are otherwise removed for general purposes; or the date on which the Court enters a further order modifying child support.

Withholding from Earnings. IT IS ORDERED that any employer of Obligor shall be ordered to withhold from earnings for child support from the disposable earnings of Obligor for the support of the children who are the subject of this suit.

Withholding as Credit against Support Obligation. IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Obligor by the employer and paid in accordance with the order to that employer shall constitute a credit against the child-support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child-support obligation. If the amount withheld from earnings and credited against the child-support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of Obligor, and it is hereby ORDERED that Obligor pay the balance due directly to the local registry of the court specified below.

Order to Employer. On this date the Court signed an "Employer's Order to Withhold from Earnings for Child Support."

IT IS ORDERED that, on the request of a prosecuting attorney, the attorney general, Obligee, or Obligor, the clerk of this Court shall cause a certified copy of the "Employer's Order to Withhold from Earnings for Child Support" to be delivered to any employer. IT IS FURTHER ORDERED that the clerk of this Court shall attach a copy of subchapter C of chapter 158 of the Texas Family Code for the information of any employer.

Payments through Texas Child Support State Disbursement Unit. IT IS ORDERED that all payments shall be made through Texas Child Support State Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and then remitted by that agency to Obligee for the support of the children. IT IS FURTHER ORDERED that Obligee shall pay, when due, all fees charged by that agency.

No Credit for Informal Payments. IT IS ORDERED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by Obligor to Obligee or any expenditures incurred by Obligor during Obligor's periods of possession of or access to

the children, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this decree.

Support as Obligation of Estate. IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of Obligor and shall not terminate on the death of Obligor. Payments received for the benefit of the children from the Social Security Administration, Department of Veterans Affairs, other government agency, or life insurance shall be a credit against this obligation.

Notice of Change of Address. IT IS FURTHER ORDERED that Obligor shall 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 seven 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.

12. HEALTH INSURANCE

IT IS ORDERED that health insurance shall be provided for the children as set forth on [CHECK ONE] [] Exhibit B-1 [] Exhibit B-2.

13. INFORMATION REGARDING PARTIES AND CHILDREN

The information required for each party by section 105.006(a) of the Texas Family Code is as follows:

Name of Mother:	_____
Social Security Number:	_____
Driver's license number:	_____ Issuing state:
Current residence address:	_____
Mailing address:	_____
Home telephone number:	_____
Name of employer:	_____
Address of employment:	_____
Work telephone number:	_____
Name of Father:	_____
Social Security Number:	_____
Driver's license number:	_____ Issuing state:
Current residence address:	_____
Mailing address:	_____
Home telephone number:	_____

Name of employer: _____
Address of employment: _____
Work telephone number: _____

Name of 1st Child: _____
Social Security number: _____
Driver's license number: _____ Issuing state: _____

Current residence address: _____
Mailing address: _____
Home telephone number: _____
Name of employer: _____
Address of employment: _____
Work telephone number: _____

Name of 2nd Child: _____
Social Security number: _____
Driver's license number: _____ Issuing state: _____

Current residence address: _____
Mailing address: _____
Home telephone number: _____
Name of employer: _____
Address of employment: _____
Work telephone number: _____

Name of 3rd Child: _____
Social Security number: _____
Driver's license number: _____ Issuing state: _____

Current residence address: _____
Mailing address: _____
Home telephone number: _____
Name of employer: _____
Address of employment: _____

Work telephone number: _____

Name of 4th Child: _____

Social Security number: _____

Driver's license number: _____ Issuing state: _____

Current residence address: _____

Mailing address: _____

Home telephone number: _____

Name of employer: _____

Address of employment: _____

Work telephone number: _____

14. WARNINGS TO PARTIES

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE 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 EACH 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 PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH 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 EACH 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 PUNISHED 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 the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court and the State Case Registry

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.

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 THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED 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.

IT IS ORDERED that each parent shall have the duty to inform the other parent if the parent resides with for at least 30 days, marries, or intends to marry a person who the parent knows: 1) is registered as a sex offender under Chapter 62, Code of Criminal Procedure; or 2) is currently charged with an offense for which on conviction the person would be required to register under that chapter. This notice shall be made as soon as practicable but not later than the 40th day after the date the parent begins to reside with the person or the 10th day after the date the marriage occurs, as appropriate. 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.

15. DIVISION OF MARITAL ESTATE

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the children of the marriage.

IT IS ORDERED AND DECREED that Petitioner is awarded the property set forth in the attached Exhibit C as his/her sole and separate property, and Respondent is divested of all right, title, interest, and claim in and to that property.

IT IS ORDERED AND DECREED that Respondent is awarded the property set forth in the attached Exhibit D as his/her sole and separate property, and Petitioner is divested of all right, title, interest, and claim in and to that property.

IT IS ORDERED that each party shall execute all documents necessary to effectuate this Decree. IT IS FURTHER ORDERED that if either party is in possession of property awarded to the other party, then the party in possession shall deliver the property awarded to the other party within thirty (30) days of the entry of this Decree. IT IS FURTHER ORDERED that if either party is in possession of property awarded to the other party, then the party in possession is appointed the constructive trustee of the property awarded to the other party, for the benefit of the other party.

COURTHOUSE FORM/DECREE OF DIVORCE

9/2000

Page 10 of 12

16. DIVISION OF DEBT

IT IS ORDERED AND DECREED that Petitioner shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Respondent and Respondent's property harmless from any failure to so discharge, the debts and obligations identified on Exhibit E attached hereto.

IT IS ORDERED AND DECREED that Respondent shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Petitioner and Petitioner's property harmless from any failure to so discharge, the debts and obligations identified on Exhibit F attached hereto.

17. NAME CHANGE

IT IS ORDERED AND DECREED that [*CHECK ONE*] Petitioner's Respondent's name is changed to _____.

18. COURT COSTS

IT IS ORDERED that costs of court are to be borne by the party who incurred them.

19. CLARIFYING ORDERS

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

20. RELIEF NOT GRANTED

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied.

SIGNED on _____.

JUDGE PRESIDING

Exhibits Attached:

- Exhibit A Possession Order
- Exhibit B-1 or B-2 Health Insurance
- Exhibit C Property Awarded to Petitioner
- Exhibit D Property Awarded to Respondent
- Exhibit E Debts Awarded to Petitioner
- Exhibit F Debts Awarded to Respondent

APPROVED AND CONSENTED TO
AS TO BOTH FORM AND SUBSTANCE:

Petitioner

Respondent

NO. _____

IN THE MATTER OF
THE MARRIAGE OF

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IN THE DISTRICT COURT

(Petitioner)

AND

_____ JUDICIAL DISTRICT

(Respondent)

AND IN THE INTEREST OF

_____, CHILD(REN)

TRAVIS COUNTY, TEXAS

EMPLOYER'S ORDER TO WITHHOLD FROM EARNINGS FOR CHILD SUPPORT

The Court ORDERS you, the employer of _____, Obligor, to withhold income from the Obligor's disposable earnings from this employment as follows:

OBLIGOR:

Name: _____

Address: _____

Social Security Number: _____

OBLIGEE:

Name: _____

Social Security Number: _____

CHILDREN:

Name: _____

Sex: _____ Birth Date: _____

Birth Place: _____ Social Security No.: _____

Date child will become eighteen: _____

Name: _____

Sex: _____ Birth Date: _____

Birth Place: _____ Social Security No.: _____

Date child will become eighteen: _____

Name: _____

Sex: _____ Birth Date: _____

Birth Place: _____ Social Security No.: _____

Date child will become eighteen: _____

Name: _____

Sex: _____ Birth Date: _____

Birth Place: _____ Social Security No.: _____

Date child will become eighteen: _____

REFERENCE TO THE INCOME WITHHOLDING LAW

Attached to this order is a copy of subchapter C, Chapter 158, of the Texas Family Code, which sets forth rights, duties, and potential liabilities of employers, in addition to the provisions of this order.

WITHHOLDING EARNINGS FOR CHILD SUPPORT

The Court ORDERS that any employer of Obligor shall begin withholding from Obligor's disposable earnings no later than the first pay period following the date this order is served on that employer.

METHOD OF PAYMENT

The Court ORDERS the employer, on each pay date, to remit all amounts withheld through the Texas Child Support State Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, for distribution according to law. The Court ORDERS the employer to include the following information with each payment:

1. The date of withholding
2. The number assigned by the title IV-D agency (if available), the county identification number (if available), or the cause number: _____
3. Obligor's Name: _____
4. Obligee's Name: _____

MAXIMUM AMOUNT WITHHELD

The maximum amount to be withheld shall not exceed 50 percent of Obligor's disposable earnings.

ORDER TO WITHHOLD

The Court ORDERS the employer to withhold the following amounts from the earnings of Obligor:
\$ _____ if Obligor is PAID MONTHLY, which is:

\$ _____ on current support and
 \$ _____ on the medical support owed
 \$ _____ if Obligor is PAID TWICE MONTHLY, which is:
 \$ _____ on current support and
 \$ _____ on the medical support owed
 \$ _____ if Obligor is PAID EVERY OTHER WEEK, which is:
 \$ _____ on current support and
 \$ _____ on the medical support owed
 \$ _____ if Obligor is PAID EVERY WEEK, which is:
 \$ _____ on current support and
 \$ _____ on the medical support owed

CALCULATING DISPOSABLE EARNINGS

The employer shall calculate Obligor's disposable earnings, which are subject to withholding for child support, as follows:

A. Determine the "earnings" of Obligor. "Earnings" means a payment to or due an individual, regardless of source and how denominated, and includes a periodic or lump-sum payment for wages, salary, compensation received as an independent contractor, overtime pay, severance pay, commission, bonus, and interest income; payments made under a pension, an annuity, workers' compensation, and a disability or retirement program; and unemployment benefits.

B. Subtract the following sums to calculate Obligor's "disposable earnings":

- (1) any amounts required by law to be withheld, that is, federal income tax and federal FICA or OASI tax (Social Security), Railroad Retirement Act contributions;
- (2) union dues;
- (3) nondiscretionary retirement contributions by the Obligor; and
- (4) medical, hospitalization, and disability insurance coverage for Obligor and Obligor's children.

MORE THAN ONE ORDER WITHHOLDING

If you receive more than one "Writ of Withholding" or "Employer's Order to Withhold Earnings for Child Support" for Obligor, you shall pay an equal amount towards the current support portion of all orders or writs until each is individually complied with, and thereafter pay equal amounts on the arrearage portion of all orders or writs until each is complied with, or until the maximum total amount of allowable

withholding, 50 percent of the Obligor's disposable earnings, is reached, whichever occurs first.

TERMINATION OF WITHHOLDING

For as long as Obligor is employed by you, you, the employer of Obligor, shall continue to withhold income in accordance with this order until the youngest child reaches eighteen years of age or graduates from high school, whichever occurs last. This order indicates when each child reaches eighteen years of age. Written notice from a child's school of the child's high-school graduation will constitute notice of graduation to you.

NOTICE OF CHANGE OF EMPLOYMENT

The Court ORDERS the employer to notify the Court and Oblige within seven days of the date that Obligor terminates employment. The Court ORDERS the employer to provide Obligor's last known address and the name and address of the Obligor's new employer, if known.

MEDICAL CHILD-SUPPORT ORDER

[] If this box is checked, the Court ORDERS the employer to provide health insurance for Obligor's children as set out in the Medical Child-Support Order, a copy of which is attached to this order and incorporated in it for all purposes.

Signed on _____.

JUDGE PRESIDING

NO. _____

IN THE MATTER OF
THE MARRIAGE OF

(Petitioner)

AND

(Respondent)

AND IN THE INTEREST OF

_____, CHILD(REN)

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IN THE DISTRICT COURT

_____ JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

MEDICAL CHILD-SUPPORT ORDER

To: _____ (Obligor) and any employer of Obligor:

JURISDICTION

This Court has jurisdiction over the parties and the subject matter and has continuing, exclusive jurisdiction in this case. After hearing, this Court ordered _____, Obligor, to provide health insurance for Obligor’s children, in accordance with sections 154.181-.192 of the Texas Family Code.

PARTIES

Participant in the Plan (hereinafter referred to as Participant or Obligor):

Name: _____

Address: _____

Social Security Number: _____

Alternate Recipients (minor beneficiaries):

Name: _____

Address: _____

Birth date: _____

Name: _____

Address: _____

Birth date: _____

Name: _____

Address: _____

Birth date: _____

Name: _____

Address: _____

Birth date: _____

Representative of Alternate Recipients for Notices:

Name: _____

Address: _____

Relationship to Alternate Recipients: [CHECK ONE] [] Joint Managing
Conservator [] Sole Managing Conservator

To the extent that the employer is the plan administrator, all references in this order to the plan administrator shall also mean the employer when acting in that capacity. If the employer has delegated the authority to administer the Plan to another person or persons, the actions required of the plan administrator under this order shall be deemed to first apply to the employer. This order is binding on the employer on receipt.

DESCRIPTION OF COVERAGE

Any and all health insurance plans under which Obligor, as an employee of the employer, is eligible to be covered and under which Obligor may enroll Obligor's children as dependents. Each Alternate Recipient shall be considered a dependent of Participant for purposes of the Plan and shall be covered by the same plan and coverage options under which Participant is currently covered or any other or successor health insurance plan available to Participant with Participant's current or subsequent employer. Receipt of this order shall be considered a change in the family circumstances of the employee, for health insurance purposes, equivalent to the birth or adoption of a child. To the extent permitted by law, upon receipt this order is binding on a current or subsequent employer without regard to the date the order was rendered.

QUALIFIED MEDICAL CHILD-SUPPORT ORDER

If the Plan provides benefits covered by 29 U.S.C § 1169 (1993), as amended, this order shall also be a qualified medical child-support order pursuant to the statute. This order pertains to the right of Alternate Recipients to receive benefits for which Obligor is eligible under the group health plan provided by the employer.

ORDER TO EMPLOYER

1. *Plans Covered by 29 U.S.C. section 1169.* If the Plan provides benefits covered by 29 U.S.C. section 1169, the Court ORDERS you, the employer of Obligor, to enroll the children named in this order as Alternate Recipients in a health insurance plan available to Obligor through Obligor's employment as soon as administratively feasible after the plan administrator determines that this order is a qualified medical child-support order. If dependent coverage is not available to Obligor through the employer's health insurance plan, or if you, the employer, are not responsible or otherwise liable for providing coverage, you, the employer, shall provide notice of this fact to the Representative of Alternate Recipients and the Obligor as provided below.

2. *Plans Not Covered by 29 U.S.C. section 1169.* If the Plan provides benefits not covered by 29 U.S.C. section 1169, the Court ORDERS you, the employer of Obligor, to provide health insurance coverage for the children as directed below:

a. Obligation To Enroll Children. If the employee or member is eligible for dependent health coverage for the children, you, the employer of Obligor, shall immediately enroll the children named in this order as Alternate Recipients in a health insurance plan available to Obligor through Obligor's employment. If dependent coverage is not available to Obligor through the employer's health insurance plan or if you, the employer, are not responsible or otherwise liable for providing coverage, you, the employer, shall provide notice of this fact as provided below. The children shall be automatically enrolled for the first thirty-one days after the receipt of the order by the employer on the same terms and conditions as apply to any other dependent child. The employer shall notify the insurer of the automatic enrollment. During the thirty-one day period, the employer and the insurer shall complete all necessary forms and procedures to make the enrollment permanent or shall report, according to the procedures set out below, the reasons the coverage cannot be made permanent.

b. Notice Requirement. You, the employer, shall provide to Representative of Alternate Recipients, by first-class mail and not later than the thirtieth day after the date you receive this medical child-support order, a statement that:

- i. the children have been enrolled in a health insurance plan; or
- ii. the children cannot be enrolled in a health insurance plan and provide the reason why coverage cannot be provided.

c. Termination of Coverage. If Obligor ceases to be employed by the employer or if the health insurance coverage lapses, the employer shall provide to Obligor and Representative of Alternate Recipients, by first-class mail not later than the fifteenth day after the date of the termination of the employment relationship or the lapse of the health insurance policy, notice of conversion privileges, if any.

3. *COBRA Continuation.* You, the employer, shall notify Representative of Alternate Recipients, representative for notices, as required for continuation coverage under 29 U.S.C. § 1161, et seq., within the times stated in the COBRA statute.

4. *Additional Premiums.* If additional premiums are incurred as a result of adding the children to the health insurance plan, you, the employer, shall deduct the health insurance premiums from the disposable earnings of Obligor but shall apply the amounts withheld to payment of the insurance premiums, and not as a credit to Obligor's child-support obligation.

5. *Additional Obligations of Obligor.* If the health insurance coverage of the children lapses or terminates, Obligor is ORDERED to notify Representative of Alternate Recipients of the termination or lapse of coverage not later than the fifteenth day after the date of termination or lapse. If additional health insurance is available or becomes available to Obligor for the children, Obligor must notify Representative of Alternate Recipients of the availability not later than the fifteenth day after the date the insurance becomes available. Obligor must enroll the children in a health insurance plan at the next available enrollment period.

6. *Release of Information.* On request, the employer shall release to Obligor and the Representative of Alternate Recipients information concerning the available health insurance coverage, including the name of the health insurance carrier, the policy number, a copy of the policy and schedules of benefits, a health insurance membership card, and claim forms.

7. *Restrictions.* This medical child-support order is not intended to require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, except to the extent necessary to meet the requirements of a law relating to medical child support described in section 1908 of the Social Security Act (42 U.S.C.S. § 1396g).

8. *Duration of Obligation.* You, the employer of Obligor, shall continue to be subject to this order for as long as Obligor is employed by you, or until the youngest child reaches the age of eighteen, whichever is earlier, or until a later date if requested in writing by Obligor.

9. *Address To Send Notices.* All notices to Alternate Recipients (minor beneficiaries) shall be

sent to the Representative of Alternate Recipients at the following address or at any other address designated in writing by the Representative of Alternate Recipients:

Name: _____

Address: _____

10. *Direct Provision of Benefits.* Any payment of benefits made by a group health plan in accordance with this order in reimbursement for expenses paid by an Alternate Recipient or the Representative of Alternate Recipients shall be made to the Alternate Recipient or the Representative of Alternate Recipients.

PROVISIONS SEVERABLE

If any provision of this order is deemed to be preempted by federal law, federal law shall control, and this order shall be construed as if the preempted provision was not included in this order and all other provisions of this order shall remain in full force and effect.

CONTINUED JURISDICTION

IT IS ORDERED that this Court shall retain jurisdiction of this case for the purpose of making any clarifying orders that are necessary to proper enforcement of the orders contained in this order and that may be necessary to ensure acceptance of this order as a qualified medical child-support order under the terms of 29 U.S.C. section 1169. This order shall be enforceable against the administrator of the policy with the employer or any other successor plan administrator of any other or successor health insurance plan available to the employee participant in the Plan.

WARNINGS

AN EMPLOYER WHO FAILS TO ENROLL A CHILD, FAILS TO WITHHOLD OR REMIT PREMIUMS OR CASH MEDICAL SUPPORT, OR DISCRIMINATES IN HIRING OR EMPLOYMENT ON THE BASIS OF THIS ORDER IS SUBJECT TO THE PENALTIES AND FINES SET FORTH IN SECTIONS 158.209 AND 158.210 OF THE TEXAS FAMILY CODE. IN ACCORDANCE WITH SECTIONS 154.187(g) AND 158.206(b) OF THE TEXAS FAMILY CODE, AN EMPLOYER WHO RECEIVES THIS ORDER AND WHO DOES NOT COMPLY WITH THIS ORDER IS LIABLE TO THE ALTERNATE RECIPIENTS THROUGH THEIR REPRESENTATIVE FOR THE AMOUNT NOT PAID IN COMPLIANCE WITH THE ORDER, INCLUDING THE AMOUNT REQUIRED TO BE PAID FOR HEALTH INSURANCE; TO THE EMPLOYEE PARTICIPANT FOR THE AMOUNT WITHHELD AND NOT PAID; AND FOR REASONABLE ATTORNEY’S FEES AND COURT COSTS.

IN ACCORDANCE WITH SECTION 154.192 OF THE TEXAS FAMILY CODE, UNLESS THE EMPLOYEE OR MEMBER CEASES TO BE ELIGIBLE FOR DEPENDENT COVERAGE OR THE EMPLOYER HAS ELIMINATED DEPENDENT HEALTH COVERAGE FOR ALL OF THE EMPLOYER’S EMPLOYEES OR MEMBERS, THE EMPLOYER MAY NOT CANCEL OR ELIMINATE COVERAGE OF A CHILD ENROLLED UNDER THIS ORDER UNTIL THE

COURTHOUSE FORM/MEDICAL CHILD SUPPORT ORDER

9/2000

EMPLOYER IS PROVIDED SATISFACTORY WRITTEN EVIDENCE THAT THIS COURT ORDER IS NO LONGER IN EFFECT OR THAT THE CHILD IS ENROLLED IN COMPARABLE COVERAGE THAT WILL TAKE EFFECT NOT LATER THAN THE EFFECTIVE DATE OF THE CANCELLATION OR ELIMINATION OF THE EMPLOYER'S COVERAGE.

This order shall be effective until further order of this Court.

SIGNED on _____.

JUDGE PRESIDING

EXHIBIT A

Standard Possession Order

In this order and this Exhibit, [*CHECK ONE*] [] Petitioner [] Respondent is the Home Parent, the person who has the right to establish the primary residence of the child.

In this order and this Exhibit, [*CHECK ONE*] [] Petitioner [] Respondent is the Co-Parent, the person who has the right of access to the children according to the specific terms of the schedule set out in this Exhibit A.

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. IT IS ORDERED that the conservators shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the entry of the Decree to which this Standard Possession Order is attached. IT IS, THEREFORE, ORDERED:

(a) Definitions

1. In this Standard Possession Order, "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Possession Order, "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) Mutual Agreement or Specified Terms for Possession

IT IS ORDERED that Co-Parent shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is ORDERED that Co-Parent shall have possession of the child under the specified terms set out in this Standard Possession Order.

(c) Parents Who Reside 100 Miles or Less Apart

Except as otherwise explicitly provided in this Standard Possession Order, when Co-Parent resides 100 miles or less from the primary residence of the child, Co-Parent shall have the right to possession of the child as follows:

1. Weekends. On weekends, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

2. Weekend Possession Extended by a Friday Holiday. Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by Co-Parent begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday

during the summer months when school is not in session, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday.

3. Weekend Possession Extended by a Monday Holiday. Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by Co-Parent ends on or is immediately followed by a Monday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday holiday or school holiday.

4. Wednesdays. On Wednesday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.

5. Christmas Holidays in Even-Numbered Years. In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

6. Christmas Holidays in Odd-Numbered Years. In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

7. Thanksgiving in Odd-Numbered Years. In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

8. Spring Break in Even-Numbered Years. In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

9. Extended Summer Possession by Co-Parent.

With Written Notice by April 1. If Co-Parent gives written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Co-Parent shall have possession of the child for thirty days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1. If Co-Parent does not give written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Co-Parent shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

10. Child's Birthday. If Co-Parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Co-Parent shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Co-Parent picks up the child from Home Parent's residence and returns the child to that same place.

11. Mother's or Father's Day Weekend. Each year, beginning at 6:00 p.m. on the Friday preceding [CHECK ONE] [] Mother's Day [] Father's Day and ending at 6:00 p.m. on [CHECK ONE] [] Mother's Day [] Father's Day provided that if Co-Parent is not otherwise entitled under this Standard Possession Order to present possession of the child, Co-Parent shall pick up the child from Home Parent's residence and return the child to that same place.

Notwithstanding the weekend and Wednesday periods of possession ORDERED for Co-Parent, it is explicitly ORDERED that Home Parent shall have a superior right of possession of the child as follows:

1. Christmas Holidays in Odd-Numbered Years. In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

2. Christmas Holidays in Even-Numbered Years. In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Even-Numbered Years. In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

4. Spring Break in Odd-Numbered Years. In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

5. Summer Weekend Possession by Home Parent. If Home Parent gives Co-Parent written notice by April 15 of a year, Home Parent shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by Co-Parent in that year, provided that Home Parent picks up the child from Co-Parent and returns the child to that same place.

6. Extended Summer Possession by Home Parent. If Home Parent gives Co-Parent written notice by April 15 of a year or gives fourteen days' written notice on or after April 16 of a year, Home Parent may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by Co-Parent shall not take place in that year, provided that the weekend so designated does not interfere with Co-Parent's period or periods of extended summer possession or with Father's Day Weekend.

7. Child's Birthday. If Home Parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Home Parent shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Home Parent picks up the child from Co-Parent's residence and returns the child to that same place.

8. . Mother's or Father's Day Weekend. Each year, beginning at 6:00 p.m. on the Friday preceding [*CHECK ONE*] [] Mother's Day [] Father's Day and ending at 6:00 p.m. on [*CHECK ONE*] [] Mother's Day [] Father's Day provided that if Home Parent is not otherwise entitled under this Standard Possession Order to present possession of the child, Home Parent shall pick up the child from Co-Parent's residence and return the child to that same place.

Home Parent shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Co-Parent.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise explicitly provided in this Standard Possession Order, when Co-Parent resides more than 100 miles from the residence of the child, Co-Parent shall have the right to possession of the child as follows:

1. Weekends. Unless Co-Parent elects the alternative period of weekend possession described in the next paragraph, Co-Parent shall have the right to possession of the child on weekends, beginning at 6:00 p.m. on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by Co-Parent begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable.

Alternate weekend possession. In lieu of the weekend possession described in the foregoing paragraph, Co-Parent shall have the right to possession of the child not more than one weekend per month of Co-Parent's choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by Co-Parent begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable. Co-Parent may elect an option for this alternative period of weekend possession by giving written notice to Home Parent within ninety days after the parties begin to reside more than 100 miles apart. If Co-Parent makes this election, Co-Parent shall give Home Parent fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Mother's or Father's Day Weekend for Home Parent below.

2. Christmas Holidays in Even-Numbered Years. In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

3. Christmas Holidays in Odd-Numbered Years. In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

4. Thanksgiving in Odd-Numbered Years. In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

5. Spring Break in All Years. Every year, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

6. Extended Summer Possession by Co-Parent.

With Written Notice by April 1. If Co-Parent gives written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Co-Parent shall have possession of the child for forty-two days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1. If Co-Parent does not give written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Co-Parent shall have possession of the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

7. Child's Birthday. If Co-Parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Co-Parent shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Co-Parent picks up the child from Home Parent's residence and returns the child to that same place.

8. . Mother's or Father's Day Weekend. Each year, beginning at 6:00 p.m. on the Friday preceding [CHECK ONE] [] Mother's Day [] Father's Day and ending at 6:00 p.m. on [CHECK ONE] [] Mother's Day [] Father's Day provided that if Co-Parent is not otherwise entitled under this Standard Possession Order to present possession of the child, Co-Parent shall pick up the child from Home Parent's residence and return the child to that same place.

Notwithstanding the weekend periods of possession ORDERED for Co-Parent, it is explicitly ORDERED that Home Parent shall have a superior right of possession of the child as follows:

1. Christmas Holidays in Odd-Numbered Years. In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

2. Christmas Holidays in Even-Numbered Years. In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Even-Numbered Years. In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.

4. Summer Weekend Possession by Home Parent. If Home Parent gives written notice by April 15 of a year, Home Parent shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by Co-Parent during Co-Parent's extended summer possession in that year, provided that if a period of possession by Co-Parent in that year exceeds thirty days, Home Parent may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Home Parent picks up the child from Co-Parent's residence and returns the child to that same place.

5. Extended Summer Possession by Home Parent. If Home Parent gives written notice by April 15 of a year, Home Parent may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which Co-Parent shall not have possession of the child, provided that the period or periods so designated do not interfere with Co-Parent's period or periods of extended summer possession or with Mother's or Father's Day Weekend.

6. Child's Birthday. If Home Parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, Home Parent shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that Home Parent picks up the child from Co-Parent's residence and returns the child to that same place.

7. Mother's or Father's Day Weekend. Each year, beginning at 6:00 p.m. on the Friday preceding [CHECK ONE] Mother's Day Father's Day and ending at 6:00 p.m. on [CHECK ONE] Mother's Day Father's Day provided that if Home Parent is not otherwise entitled under this Standard Possession Order to present possession of the child, Home Parent shall pick up the child from Co-Parent's residence and return the child to that same place.

Home Parent shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Co-Parent.

(e) General Terms and Conditions

Except as otherwise explicitly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by Home Parent. Home Parent is ORDERED to surrender the child to Co-Parent at the beginning of each period of Co-Parent's possession at the residence of Home Parent.

2. Return of Child by Co-Parent. Co-Parent is ORDERED to return the child to Home Parent at the residence of [CHECK ONE] [] Home Parent [] Co-Parent at the end of each period of possession.

3. Personal Effects. Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

4. Designation of Competent Adult. Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

5. Inability to Exercise Possession. 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.

6. Written Notice. Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

This concludes the Standard Possession Order.

EXHIBIT B-1

Health Insurance

(At Time of Divorce, Same Parent Provides Insurance and Pays)

In this order and this Exhibit, [*CHECK ONE*] Petitioner Respondent is the Insurance Obligor, the person who is required to provide and pay for health insurance for the children.

In this order and this Exhibit, [*CHECK ONE*] Petitioner Respondent is the Insurance Oblige.

1. Insurance Obligor's Responsibility - It is the intent and purpose of this decree that Insurance Obligor shall, at all times, provide and pay for health insurance for the children. IT IS THEREFORE ORDERED that, as additional child support, Insurance Obligor shall provide health insurance for the parties' children through (a) coverage available through Insurance Obligor's employment, (b) coverage available through Insurance Oblige's employment, (c) the purchase and maintenance of health insurance coverage as set out below, (d) monthly medical support payments withheld from earnings or (e) conversion (at a later date) of health insurance covering the children.

2. Definitions - "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 and may be provided through a health maintenance organization or other private or public organization.

"Through employment" means through the party's employment or membership in a union, trade association, or other organization.

3. Insurance through Insurance Obligor's Employment - IT IS ORDERED that, if health insurance is available for the children through Insurance Obligor's employment, Insurance Obligor shall, at Insurance Obligor's sole cost and expense, keep and maintain at all times in full force and effect the health insurance coverage that now insures the parties' children through Insurance Obligor's employer, or a successor company, or through such health insurance plan as is available through other employment or other insurance provider.

4. Insurance through Insurance Oblige's Employment - If health insurance is not available for the children to Insurance Obligor through Insurance Obligor's employment but is available to Insurance Oblige through Insurance Oblige's employment, Insurance Oblige is ORDERED to have the children covered as Insurance Oblige's dependents on Insurance Oblige's health insurance plan and Insurance Obligor is ORDERED to pay to Insurance Oblige at Insurance Oblige's last known address the cost of insuring the children on Insurance Oblige's health insurance plan on the first day of each month after receives written demand from Insurance Oblige for payment.

5. Conversion of Policy - IT IS ORDERED that if the party through whose employment health insurance has been provided for the children is leaving that employment or

for any other reason health insurance will not be available for the children through the employment of either party, the party leaving employment or losing coverage shall, within ten days of termination of his or her employment or coverage, convert the policy to individual coverage for the children in an amount equal to or exceeding the coverage at the time his or her employment or coverage is terminated. Further, if that health insurance was available through Insurance Obligees employment, Insurance Obligor shall reimburse Insurance Obligees for the cost of the converted policy in accordance with paragraph 4. above.

6. If Policy Not Convertible - If the health insurance policy covering the children is not convertible and if no health insurance is available for the children through the employment of either party, IT IS ORDERED that Insurance Obligor shall purchase and maintain, at Insurance Obligor's sole cost and expense, health insurance coverage for the children. Insurance Obligor is ORDERED to provide verification of the purchase of the insurance to Insurance Obligees at Insurance Obligees last known address, including the insurance certificate number and the plan summary, no later than seven (7) days following the issuance of the policy.

7. Claim Forms - Except as provided in paragraph 9. below, the party who is not carrying the health insurance policy covering the children is ORDERED to submit to the party carrying the policy, within ten days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the children.

The party who is carrying the health insurance policy covering the children is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of the children to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

8. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by the party carrying the health insurance policy covering the children from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the children shall belong to the party who incurred and paid those expenses. IT IS FURTHER ORDERED that the party carrying the policy is designated a constructive trustee to receive any insurance checks or payments for health-care expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits, to the other party within three days of receiving them.

9. Filing by Party Not Carrying Insurance - In accordance with article 3.51-13 of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the children may, at that party's option, file directly with the insurance carrier with whom coverage is provided for the benefit of the children any claims for health-care expenses, including, but not limited to, medical, hospitalization, and dental costs. Further, for the sole purpose of article 3.51-13 of the Texas Insurance Code, the party who is not carrying the health insurance policy is designated the managing conservator of the children.

10. Secondary Coverage - IT IS ORDERED that nothing in this decree shall prevent either party from providing secondary health insurance coverage for the children at that party's sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health

insurance coverage for the children, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the children and to ensure that the party who pays for health-care expenses for the children is reimbursed for the payment.

11. Uninsured Expenses - Respondent is ORDERED to pay 50 percent and Petitioner is ORDERED to pay 50 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, including, without limitation, the yearly deductible and medical, prescription drug, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

12. Payment of Uninsured Expenses - IT IS ORDERED that the party who pays for a health-care expense on behalf of the children shall submit to the other party, within ten days of receiving them, all forms, receipts, incurs on behalf of the children. IT IS FURTHER ORDERED that, within ten days after the nonpaying party receives the forms, receipts, bills, or statements, that party shall pay his or her share of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the paying party for any advance payment exceeding the paying party's share of the expenses.

13. Exclusions - The provisions above concerning uninsured expenses shall not be interpreted to include expenses for psychological testing, travel to and from the health-care provider, or nonprescription medication.

14. Reasonableness of Charges - IT IS ORDERED that reasonableness of the charges for health-care expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise provided herein.

15. Information Required - IT IS ORDERED that a party providing health insurance shall furnish to the other party and to the local domestic relations office the following information no later than the thirtieth day after the date the notice of the rendition of this decree is received:

- (a) the Social Security number of the party providing insurance;
- (b) the name and address of the employer of the party providing insurance;
- (c) whether the employer is self-insured or has health insurance available;
- (d) proof that health insurance has been provided for the children; and
- (e) the name of the health insurance carrier, the number of the policy, 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 or, 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.

IT IS FURTHER ORDERED that any party carrying health insurance on the children shall furnish to the other party a copy of any renewals or changes to the policy no later than the fifteenth day after the renewal or change is received.

IT IS FURTHER ORDERED that a party providing health insurance shall provide to the other party and to the local domestic relations office any additional information regarding health insurance coverage that becomes available to the party providing insurance. IT IS FURTHER ORDERED that the information shall be provided no later than the fifteenth day after the date the information is received.

16. Order to Employer Entered - On this date an "Employer's Order to Withhold from Earnings for Child Support" and a "Medical Child-Support Order" were entered by the Court. For the purpose of section 1169 of title 29 of the United States Code, the party not carrying the health insurance policy is designated the custodial parent and alternate recipient's representative.

17. Termination or Lapse of Insurance - If the health insurance coverage for the children lapses or terminates, the party who is providing the insurance is ORDERED to notify the other party no later than the fifteenth day after the date of termination or lapse. If additional health insurance is available or becomes available to Insurance Obligor for the children, Insurance Obligor must notify Insurance Obligee and the local domestic relations office no later than the fifteenth day after the date the insurance becomes available. Insurance Obligor must enroll the child in a health insurance plan at the next available enrollment period.

18. Place of Transmittal - IT IS ORDERED that all bills, invoices, statements, claims, explanations of benefits, insurance policies, medical insurance identification cards, other documents, and written notices, as well as payments, required to be transmitted by one party to the other under the health-care coverage and health insurance provisions of this decree shall be transmitted by the sending party to the residence of the receiving party.

19. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAS BEEN PROVIDED.

EXHIBIT B-2

Health Insurance

(At Time of Divorce, One Parent Provides Insurance and Other Parent Pays)

In this order and this Exhibit, [*CHECK ONE*] Petitioner Respondent is the Insurance Obligor, the person who is required to pay for health insurance for the children.

In this order and this Exhibit, [*CHECK ONE*] Petitioner Respondent is the Insurance Oblige.

1. Insurance Obligor's Responsibility - It is the intent and purpose of this decree that Insurance Obligor shall, at all times, provide and pay for health insurance for the children. The Court finds, however, the Insurance Oblige currently provides the health insurance for the children at a cost of \$_____ per month, and that reimbursement to Insurance Oblige for the cost of insuring the children is included in the \$_____ monthly child support that Insurance Obligor is ordered to pay in this Final Decree of Divorce. **IT IS THEREFORE ORDERED** that, as additional child support, Insurance Obligor shall reimburse Insurance Oblige \$_____ per month for the cost of the children's monthly health insurance premium (said \$_____ reimbursement amount being included in Insurance Obligor's \$_____ monthly child support amount), with the first payment being due and payable on the first day of the first month immediately following the date that this decree is signed, and a like payment being due and payable on the first day of each month thereafter for so long as child support is payable under the terms of this decree. In the event, however, that the health insurance currently insuring the children should no longer be available to Insurance Oblige through Insurance Oblige's employment, **IT IS ORDERED** that Insurance Obligor shall provide health insurance for the parties' children through (a) coverage available through Insurance Obligor's employment, (b) the purchase and maintenance of health insurance coverage as set out below, or (c) conversion (at a later date) of health insurance covering the children.

2. Definitions - "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 and may be provided through a health maintenance organization or other private or public organization.

"Through employment" means through the party's employment or membership in a union, trade association, or other organization.

3. Insurance through Insurance Obligor's Employment – If health insurance is no longer available for the children to Insurance Oblige through Insurance Oblige's employment but is available to Insurance Obligor for the children through Insurance Obligor's employment or through such health insurance plan as is available through other employment or other insurance provider, Insurance Obligor shall purchase and maintain at all times in full force and effect, at Insurance Obligor's sole cost and expense, health insurance coverage that is at least equivalent to the health insurance now insuring the parties' children through Insurance Oblige's employment.

4. Conversion of Policy - IT IS ORDERED that if the party through whose employment health insurance has been provided for the children is leaving that employment or for any other reason health insurance will not be available for the children through the employment of either party, the party leaving employment or losing coverage shall, within ten (10) days of termination of his or her employment or coverage, convert the policy to individual coverage for the children in an amount equal to or exceeding the coverage at the time his or her employment or coverage is terminated. Further, if that health insurance was available through Insurance Oblige's employment, Insurance Obligor shall reimburse Insurance Oblige for the cost of the converted policy.

5. If Policy Not Convertible - If the health insurance policy covering the children is not convertible and if no health insurance is available for the children through the employment of either party, IT IS ORDERED that Insurance Obligor shall purchase and maintain, at Insurance Obligor's sole cost and expense, health insurance coverage for the children. Insurance Obligor is ORDERED to provide verification of the purchase of the insurance to Insurance Oblige at Insurance Oblige's last known address, including the insurance certificate number and the plan summary, no later than seven (7) days following the issuance of the policy.

6. Claim Forms - Except as provided in paragraph 8 below, the party who is not carrying the health insurance policy covering the children is ORDERED to submit to the party carrying the policy, within ten (10) days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the children.

The party who is carrying the health insurance policy covering the children is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of a child to the insurance carrier within ten (10) days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

7. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by the party carrying the health insurance policy covering the children from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the children shall belong to the party who incurred and paid those expenses. IT IS FURTHER ORDERED that the party carrying the policy is designated a constructive trustee to receive any insurance checks or payments for health-care expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits, to the other party within three (3) days of receiving them.

8. Filing by Party Not Carrying Insurance - In accordance with article 3.51-13 of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the children may, at that party's option, file directly with the insurance carrier with whom coverage is provided for the benefit of the children any claims for health-care expenses, including, but not limited to, medical, hospitalization, and dental costs. Further, for the sole purpose of article 3.51-13 of the Texas Insurance Code, the party who is not carrying the health insurance policy is designated the managing conservator of the children.

9. Secondary Coverage - IT IS ORDERED that nothing in this decree shall prevent either party from providing secondary health and/or dental insurance coverage for the children at that party's sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health insurance and/or dental insurance coverage for the children, both parties shall cooperate fully with

COURTHOUSE FORM/EXHIBIT B-2 TO DECREE OF DIVORCE

9/2000

Page 2 of 4

regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the children and to ensure that the party who pays for health-care and/or dental-care expenses for the children is reimbursed for the payment.

10. Uninsured Expenses – Respondent is ORDERED to pay 50 percent and Petitioner is ORDERED to pay 50 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, including, without limitation, the yearly deductible and medical, prescription drug, psychiatric, psychological, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

11. Payment of Uninsured Expenses - IT IS ORDERED that the party who pays for a health-care and/or dental-care expense on behalf of the children shall submit to the other party, within ten (10) days of receiving them, all forms, receipts, incurs on behalf of the children. IT IS FURTHER ORDERED that, within ten (10) days after the nonpaying party receives the forms, receipts, bills, or statements, that party shall pay his or her share of the uninsured portion of the health-care and/or dental-care expenses either by paying the health-care or dental-care provider directly or by reimbursing the paying party for any advance payment exceeding the paying party's share of the expenses.

12. Exclusions - The provisions above concerning uninsured expenses shall not be interpreted to include expenses for psychological testing, travel to and from the health-care provider, or nonprescription medication.

13. Reasonableness of Charges - IT IS ORDERED that reasonableness of the charges for health-care and/or dental-care expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health and/or dental insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise provided herein.

14. Information Required - IT IS ORDERED that a party providing health and/or dental insurance shall furnish to the other party and to the local domestic relations office the following information no later than the thirtieth day (30th) after the date the notice of the rendition of this decree is received:

- (a) the Social Security number of the party providing insurance;
- (b) the name and address of the employer of the party providing insurance;
- (c) whether the employer is self-insured or has health insurance available;
- (d) proof that health insurance has been provided for the children; and
- (e) the name of the health insurance carrier, the number of the policy, 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 or, 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.

IT IS FURTHER ORDERED that any party carrying health insurance on the children shall furnish to the other party a copy of any renewals or changes to the policy no later than the fifteenth day after the renewal or change is received.

IT IS FURTHER ORDERED that a party providing health insurance shall provide to the other party and to the local domestic relations office any additional information regarding health insurance coverage that becomes available to the party providing insurance. IT IS FURTHER ORDERED that the information shall be provided no later than the fifteenth day after the date the information is received.

15. Order to Employer Entered - On this date an "Employer's Order to Withhold from Earnings for Child Support" and a "Medical Child-Support Order" were entered by the Court. For the purpose of section 1169 of title 29 of the United States Code, the party not carrying the health insurance policy is designated the custodial parent and alternate recipient's representative.

16. Termination or Lapse of Insurance - If the health insurance coverage for the children lapses or terminates, the party who is providing the insurance is ORDERED to notify the other party no later than the fifteenth day after the date of termination or lapse. If additional health insurance is available or becomes available to Insurance Obligor for the children, Insurance Obligor must notify Insurance Obligee and the local domestic relations office no later than the fifteenth day after the date the insurance becomes available. Insurance Obligor must enroll the child in a health insurance plan at the next available enrollment period.

17. Place of Transmittal - IT IS ORDERED that all bills, invoices, statements, claims, explanations of benefits, insurance policies, medical insurance identification cards, other documents, and written notices, as well as payments, required to be transmitted by one party to the other under the health-care coverage and health insurance provisions of this decree shall be transmitted by the sending party to the residence of the receiving party.

18. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAS BEEN PROVIDED.

EXHIBIT C

Property Awarded to Petitioner

1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Petitioner or subject to her/his sole control, except as otherwise expressly awarded to Respondent.

2. The following additional furniture, furnishings, fixtures, goods, art objects, collectibles, appliances and equipment:

3. All clothing, jewelry, and other personal effects in the possession of Petitioner or subject to her/his sole control.

4. All sums of cash in the possession of Petitioner or subject to her/his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.

5. The following vehicle, together with all prepaid insurance, keys, and title documents:

Model: _____

Make: _____

Year: _____

Vehicle Identification Number: _____

EXHIBIT D

Property Awarded to Respondent

1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Respondent or subject to his/her sole control, except as otherwise expressly awarded to Petitioner.

2. The following additional furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment:

3. All clothing, jewelry, and other personal effects in the possession of Respondent or subject to his/her sole control.

4. All sums of cash in the possession of Respondent or subject to his/her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.

5. The following vehicle, together with all prepaid insurance, keys, and title documents:

Model: _____

Make: _____

Year: _____

Vehicle Identification Number: _____

EXHIBIT E

Debts Awarded to Petitioner

1. Any balance due, including principal, interest, and all other charges, on the promissory note given as part of the purchase price of and secured by a lien on the motor vehicle awarded to Petitioner.

2. The following debts, charges, liabilities, and obligations:

3. Any and all debts, charges, liabilities, and other obligations incurred solely by Petitioner unless express provision is made in this decree to the contrary.

EXHIBIT F

Debts Awarded to Respondent

1. Any balance due, including principal, interest, and all other charges, on the promissory note given as part of the purchase price of and secured by a lien on the motor vehicle awarded to Respondent.

2. The following debts, charges, liabilities, and obligations:

3. Any and all debts, charges, liabilities, and other obligations incurred solely by Respondent unless express provision is made in this decree to the contrary.