

Cause Number: _____

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

(Print the initials of each child.)

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

In the _____
Court Number

- District Court
- County Court at Law

of _____ County, Texas

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

A trial took place on _____. There was no jury as no party asked for a jury.
Date

1. Appearances

Petitioner

The Petitioner's name is: _____
First Middle Last

The Petitioner is the: (Check one.) Mother. Legal Father.

(Check one.)

- The Petitioner **was present**, representing him/herself, and announced ready for trial.
- The Petitioner **was present**, representing him/herself, and agreed to the terms of this Order.
- The Petitioner **was not present** but has signed on page 21, agreeing to the terms of this Order.

Respondent

The Respondent's name is: _____
First Middle Last

The Respondent is the: (Check one.) Mother. Legal Father.

(Check one.)

- The Respondent **was present**, representing him/herself, and announced ready for trial.
- The Respondent **was present**, representing him/herself, and agreed to the terms of this Order.
- The Respondent was **not present** but filed an Answer or Waiver of Service and has signed on page 21 agreeing to the terms of this Order.
- The Respondent was **not present** but filed a Global Waiver of Service that waived Respondent's right to notice of this hearing and did not otherwise appear.
- The Respondent was **not present** but was served and has defaulted. The Petitioner has filed a Certificate of Last Known Address and a Military Status Affidavit.

2. Jurisdiction

The Court, after examining the record and hearing the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

The Court fills out this box.

3. Record

- A Court reporter recorded today's hearing.
- A Court reporter did not record today's hearing because the parties and judge agreed not to make a record.
- A Statement of the Evidence was signed by the Court.

4. Children

The Court finds that the child or children listed below are the subject of this case:

	Child's name	Sex	Date of Birth	Place of Birth	Social Security #	State where child lives now
1	_____	_____	/ /	_____	_____	_____
2	_____	_____	/ /	_____	_____	_____
3	_____	_____	/ /	_____	_____	_____
4	_____	_____	/ /	_____	_____	_____
5	_____	_____	/ /	_____	_____	_____

5. Paternity

The Court finds that the parent-child relationship between _____
Print the full name of the Legal Father.

and each child listed above has been legally established by an *Acknowledgement of Paternity* signed by both parents and filed with the Vital Statistics Unit. A copy of each *Acknowledgement of Paternity* is attached to and fully incorporated into this Order.

6. Parenting Plan

The Court finds that the following orders concerning the rights and duties of the parties in relation to the child/ren, including orders for conservatorship (custody), possession and access (visitation), child support and medical support, are in the child/ren's best interest. The Court further finds that these orders constitute the parenting plan of the Court for the child/ren listed above.

7. Conservatorship (Custody)

7A. Rights and Duties of Both Parents

The Court **ORDERS** that both parents *always* have the following rights:

Texas Family Code 153.073

1. The right to receive information from the other parent or conservator about the child/ren's health, education, and welfare;
2. The right to talk or confer with the other parent, to the extent it is possible, about upcoming decisions concerning the child/ren's health, education, and welfare;
3. The right to have access to the child/ren's medical, dental, psychological, and educational records;
4. The right to talk or consult with the child/ren's doctors, dentists, and psychologists;
5. The right to talk or consult with school officials, including teachers, and school staff, about the child/ren's welfare and educational status and school activities;
6. The right to attend the child/ren's school activities, including school lunches, performances, and field trips;
7. The right to be designated as an emergency contact on their child/ren's records;
8. The right to give consent for emergency medical, dental, and surgical treatment if the child/ren's health or safety is in immediate danger; and
9. Each parent has the right to manage the child/ren's estate(s) if he or she created it for the child/ren or if that parent's family created it for the child/ren.

The Court **ORDERS** that each parent has the following rights and duties when the parent is in possession of the child/ren:

Texas Family Code 153.074

1. The duty to care for, control, protect, and reasonably discipline the child/ren;
2. The duty to support the child/ren, including providing them with food, clothing, and shelter, and medical and dental care that does not involve an invasive procedure;
3. The right to consent to non-invasive medical and dental care for the child/ren; and
4. The right to direct the child/ren's moral and religious training.

The Court **ORDERS** that each parent *always* have the following duties:

Texas Family Code 153.076

1. The Court **ORDERS** that each parent has the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the child/ren.
2. The Court **ORDERS** that each parent has the duty to inform the other parent if the parent resides with for at least thirty days, marries, or intends to marry a person who the parent knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense that would require the person to register as a sex offender under that chapter, if convicted.

The parent is **ORDERED** to give this notice as soon as practicable, but no later than the 40th day after the date the parent or conservator begins to reside with the person, or within 10 days of marrying the

person. The notice must include a description of the offense that required the person to register as a sex offender or the offense that the person is charged with that may require the person to register as a sex offender.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

3. The Court ORDERS that each parent has the duty to inform the other parent if the parent establishes a residence with a person who the parent knows is the subject of a final protective order sought by an individual other than the parent that is in effect on the date the residence with the person is established.

The parent is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the parent establishes residence with the person who is the subject of the final protective order.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

4. The Court ORDERS that each parent has the duty to inform the other parent if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the parent after the expiration of the 60-day period following the date the final protective order is issued.

The parent is ORDERED to give this notice as soon as practicable but not later than the 90th day after the date the protective order was issued.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

5. The Court ORDERS that each parent of a child has the duty to inform the other parent of the child if the parent is the subject of a final protective order issued after the date of the order establishing conservatorship.

The parent is ORDERED to give this notice as soon as practicable but not later than the 30th day after the date the final protective order was issued.

WARNING: A PARENT/CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PARENT/CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

Note: A person who is the subject of a final protective order is the person who the protective order is against.

7B. Parents Appointed Conservators

If the parents will be joint managing conservators, check box **7B(1)** below and fill in the requested information. If one parent will be the sole managing conservator and the other will be the possessory conservator, skip **7B(1)**. Go to the next page and check box **7B(2)**. Fill in the information requested in box **7B2**.

7B(1) **Joint Managing Conservators**

The Court **ORDERS** that the parents are appointed **Joint Managing Conservators** and:

(Check **7B(1)(a)** or **7B(1)(b)**.)

7B(1)(a) **One Parent Has the Exclusive Right to Decide Where the Child/ren Live.**

The Court **ORDERS** that _____
Print the name of the parent who will decide where the child/ren live.

has the exclusive right to designate the primary residence of the child/ren and that s/he:

(Check one box.)

may designate the child/ren's residence without regard to geographic location.

must designate the child/ren's residence within the following geographic area:

(Check one box.)

the school attendance zone of: _____.

this county. this county or county adjacent to this county.

Texas. other: _____.

7B(1)(b) **Neither Parent Has the Exclusive Right to Decide Where the Child/ren Live.**

The Court **ORDERS** that neither parent has the exclusive right to designate the primary residence of the children. However, both parents are **ORDERED** not to move the children's primary residence from the following geographic area:

(Check one box.)

the school attendance zone of: _____.

this county. other: _____.

The Court **ORDERS** that the parents, as **Joint Managing Conservators**, also have the rights and duties as marked below. The right or duty listed in the 1st column shall be exercised by the parent or parents as marked in the 2nd, 3rd, 4th, or 5th column.

(Check one box in each row.)

	Mother exclusively	Father exclusively	Parents jointly	Parents independently
1. the right to consent to invasive medical, dental, and surgical treatment for the child/ren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. the right to consent to psychiatric or psychological treatment for the child/ren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. the right to receive child support and save or spend these funds for the child/ren's benefit	<input type="checkbox"/>	<input type="checkbox"/>	No	No
4. the right to represent the child/ren in a legal action and make important legal decisions that affect the child/ren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. the right to consent to a child's marriage, or to a child enlisting in the U.S. Armed Forces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Check one box in each row.)

	Mother exclusively	Father exclusively	Parents jointly	Parents independently
6. the right to make decisions concerning the child/ren's education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. the right to the services and earnings of the child/ren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. the right to make decisions for the child/ren about their estates if required by law (unless the child/ren have a guardian or attorney ad litem or guardian of the estate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. the duty to manage the child/ren's estates to the extent the estates have been created by the parents' community or joint property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B(2) Sole Managing Conservator and Possessory Conservator

The Court **ORDERS** that _____ is
(Print the name of the parent appointed Sole Managing Conservator of the children.)
 appointed **Sole Managing Conservator** of the children.

The Court **ORDERS** that _____ is
(Print the name of the parent appointed Possessory Conservator of the children.)
 appointed **Possessory Conservator** of the children.

The Court **ORDERS** that the **Sole Managing Conservator** has the following exclusive rights and duty:

1. the right to designate the primary residence of the child/ren without geographic restriction;
2. the right to consent to medical, dental, and surgical treatment for the child/ren involving invasive procedures;
3. the right to consent to psychiatric and psychological treatment of the child/ren;
4. the right to receive child support and to save or spend these funds for the benefit of the child/ren;
5. the right to represent the child/ren in legal action and to make other decisions of substantial legal significance concerning the child/ren;
6. the right to consent to marriage and to enlistment in the United States Armed Forces;
7. the right to make decisions concerning the child/ren's education;
8. the right to the services and earnings of the child/ren;
9. except when a guardian of the child/ren's estates or a guardian or attorney ad litem has been appointed for the child/ren, the right to act as an agent of the child/ren in relation to the child/ren's estates if the child/ren's action is required by a state, the United States, or a foreign government;
10. the duty to manage the estates of the child/ren to the extent the estates have been created by community property or the joint property of the parents.
11. the right to apply for, renew, and maintain passports for the child/ren unless this right is somehow limited by this order or another court order.

7C. Order Regarding Passports for the Children

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

- The Sole Managing Conservator named in this order shall have the exclusive right to apply for, renew, and maintain passports for the child/ren.
- Mother shall have the exclusive right to apply for and renew passports for the child/ren.
- Father shall have the exclusive right to apply for and renew passports for the child/ren.
- Neither parent has the exclusive right to apply for or renew passports for the child/ren. A parent who applies for or renews a passport for the child/ren must obtain the written consent of the other parent.

8. Possession and Access (Visitation)

The Court **ORDERS** that the parents shall have possession and access to the child/ren as ordered in the:

(Check one box. Attach the appropriate Possession Order. Write Exhibit A at the top.)

- Standard Possession Order attached as Exhibit A and fully incorporated into this Order.
- Modified Possession Order attached as Exhibit A and fully incorporated into this Order.
- Supervised Possession Order attached as Exhibit A and fully incorporated into this Order.

(Check only if needed. Attach a Possession and Access Order for Child Under 3. Write Exhibit B at the top.)

- The Court **ORDERS** that until a child is 3 years old, the parents shall have possession and access to the child as ordered in the Possession and Access Order for Child Under 3 attached as Exhibit B and fully incorporated into this Order. The Court **ORDERS** that beginning on the child's 3rd birthday, the parents shall have possession and access to the child as ordered in the Possession and Access Order attached as Exhibit A.

9. Child Support

9A. Order to Pay Child Support

The Court **ORDERS** _____ (*Print the name of the parent who will **pay** child support.*) (**Obligor**) to pay

child support to _____ (*Print the name of the parent who will **receive** child support.*) (**Obligee**) in the amount

and manner described below until one of the following **events that terminate child support** occurs for each child.

9B. Events that Terminate Child Support

The obligation to pay child support for a child terminates when:

- The child turns 18, unless when the child turns 18 he or she is enrolled and complying with attendance requirements in a secondary school program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit then child support terminates at the end of the month in which the child graduates. **-or-**
- The child marries, dies, or is emancipated by court order. **-or-**
- The child begins active duty in the United States armed forces. **-or-**
- A court terminates the parent-child relationship between the man ordered to pay child support and the child based on genetic testing that determines the man is not the child's father. **-or-**

- The person ordered to pay child support and the person ordered to receive child support marry or remarry each other, unless a nonparent or agency has been appointed conservator of the child.

9C. Obligor and Obligee

The Court **ORDERS** that the parent ordered to **pay** child support in **9A** above is the **Obligor** and will be referred to as the “**Obligor**” throughout this section.

The Court **ORDERS** that the parent ordered to **receive** child support in **9A** above is the **Obligee** and will be referred to as the “**Obligee**” throughout this section.

9D. Child Support Amount(s)

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

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

9D(1) **For a Single Child**

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

Month / Day / Year

9D(2) **For Multiple Children**

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

Month / Day / Year

After child support terminates for one child, Obligor is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for one child. A like payment is due on the 1st day of each month after that **until** child support terminates for a second child.

After child support terminates for two children, Obligor is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a second child. A like payment is due on the 1st day of each month after that **until** child support terminates for a third child.

After child support terminates for three children, Obligor is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a third child. A like payment is due on the 1st day of each month after that **until** child support terminates for a fourth child.

After child support terminates for four children, Obligor is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a fourth child. A like payment is due on the 1st day of each month after that **until** child support terminates for a fifth child.

After child support terminates for five children, Obligor is **ORDERED** to pay \$ _____ child support per month. The 1st payment is due on the 1st day of the 1st month after child support terminates for a fourth child. A like payment is due on the 1st day of each month after that **until** child support terminates for a sixth child.

9E. Place of Payment

The Court ORDERS Obligor to send all child support payments to the **Texas Child Support State Disbursement Unit, PO Box 659791, San Antonio, TX 78265**, for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the child support payments. Additional payment options are on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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

- Obligor's name and Obligee's name
- Cause Number and County of Order
- Attorney General Case Number (if applicable)

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

9F. No Credit for Informal Payments

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

Warning! Do not pay child support directly to the other parent. Send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**. If you pay child support directly to the other parent, you won't get credit and you may have to pay again!

9G. Child Support Account / Fees

Each parent is ORDERED to:

- Fill out any forms necessary to set up a child support account, **and**
- Take the forms to the local Domestic Relations Office or county child support liaison within 5 days after the judge orders child support, **and**
- Pay when due all fees charged to that parent by the state disbursement unit and any other agency authorized by law to a charge a fee for the collection and distribution of child support.

9H. Guideline or Non-Guideline Support

The Court finds that the child support ordered above is:

- Guideline Support:** The amount of child support is approximately the amount recommended by the Texas Family Code Child Support Guidelines. See *Texas Family Code, Chapter 154, Subchapter C*.
- Non-Guideline Support:** The amount of child support differs significantly from the amount recommended by the Texas Family Code Child Support Guidelines.

(If the amount ordered is not based on the guidelines, you must also provide the following information.)

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

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

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

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

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

9I. Income Withholding

IT IS ORDERED that any employer of Obligor is ordered to withhold child support from Obligor's disposable earnings.

If an income withholding for support order is served on Obligor's employer, the employer shall withhold child support payments from Obligor's pay, and send it to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**, where the payments shall be recorded, and forwarded to Obligee. All child support withheld and paid in accordance with this order shall be credited against Obligor's child support obligation.

If the employer withholds less than 100% of the child support ordered, Obligor is **ORDERED** to send the balance owed to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**.

If an income withholding for support order is not served on the employer, or if Obligor's is self-employed or unemployed, Obligor's is **ORDERED** to send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**.

IT IS ORDERED that the Clerk of this Court shall cause a certified copy of the income withholding for support order to be delivered to any employer of Obligor, if asked to do so by Obligor, Obligee, a prosecuting attorney, the title IV-D agency, a friend of the Court, or a domestic relations office.

9J. Suspension of Income Withholding

Check here if all parties agree not to have the employer withhold child support payments at this time.

The parties agree, and the Court **ORDERS** that an income withholding for support order shall not be served on the employer **unless**: 1) child support payments are more than 30 days late, 2) the past due amount is the same or more than the monthly child support amount, 3) another violation of this child support order occurs or 4) the Office of the Attorney General Child Support Division is providing services to Obligee. Obligor is **ORDERED** to send all child support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**, where the payment will be recorded, and forwarded to Obligee.

9K. Change of Employment

Obligor is **ORDERED** to notify this Court and Obligee by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than **7 days** after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of Obligor and the name and address of Obligor's current employer, whenever that information becomes available.

9L. Child Support After Death

IT IS ORDERED that the provisions for child support in this Order shall be an obligation of Obligor's estate and shall not terminate on his/her death. Payments received for the benefit of the child/ren, including payments from the Social Security Administration, Department of Veterans Affairs, or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of Obligor's estate.

9M. Life Insurance Policy *Check if the person ordered to pay child support should also be ordered to maintain a life insurance policy for as long as child support is ordered.*

As additional child support, the person paying child support under this order is **ORDERED** to obtain and maintain a life insurance policy on his or her life for as long as child support is ordered. The value of the policy

shall be at least as much as the total child support obligation. The person receiving child support under this order must be named as the primary beneficiary for the benefit of the children.

NOTICE REGARDING MODIFYING (CHANGING) THIS CHILD SUPPORT ORDER

THE COURT MAY MODIFY THIS ORDER THAT PROVIDES FOR THE SUPPORT OF A CHILD, IF:

- (1) THE CIRCUMSTANCES OF THE CHILD OR A PERSON AFFECTED BY THE ORDER HAVE MATERIALLY OR SUBSTANTIALLY CHANGED; OR
- (2) IT HAS BEEN THREE YEARS SINCE THE ORDER WAS RENDERED OR LAST MODIFIED AND THE MONTHLY AMOUNT OF THE CHILD SUPPORT AWARD UNDER THE ORDER DIFFERS BY EITHER 20 PERCENT OR \$100 FROM THE AMOUNT THAT WOULD BE AWARDED IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES.

10. Medical and Dental Support

10A. Duty to Provide Medical and Dental Support

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

10B. Events that Terminate Medical and Dental Support

The obligation to provide medical and dental support for a child terminates when:

- The child turns 18, unless when the child turns 18 he or she is enrolled and complying with attendance requirements in a secondary school program leading toward a high school diploma or enrolled in courses for joint high school and junior college credit then child support terminates at the end of the month in which the child graduates. **-or-**
- The child marries, dies, or is emancipated by court order. **-or-**
- The child begins active duty in the United States armed forces. **-or-**
- A court terminates the parent-child relationship between the man ordered to pay child support and the child based on genetic testing that determines the man is not the child's father. **-or-**
- The person ordered to pay child support and the person ordered to receive child support marry or remarry each other, unless a nonparent or agency has been appointed conservator of the child.

10C. Definitions

"Child/ren" means all children, whether one or more, listed in Section **5A** of this Final Order of Divorce.

"Obligor" means the parent ordered to pay child support.

"Obligee" means the parent ordered to receive child support.

"Health insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Dental insurance" means insurance coverage that provides preventive dental care and other dental services, including usual dentist services, office visits, examinations, X-rays, and emergency services, that may be provided through a single service health maintenance organization or other private or public organization.

"Health-care expenses" include, without limitation, medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges but do not include expenses for travel to and from the provider or for nonprescription medication.

“Health-care expenses that are not reimbursed by insurance” (also called “unreimbursed expenses”) include related copayments and deductibles.

“Furnish” means—

- to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient; **or**
- to deliver the document to the recipient by first-class mail or by certified mail, return receipt requested, to the recipient’s last known mailing or residence address; **or**
- to deliver the document to the recipient at the recipient’s last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States; **or**
- to deliver the document to the recipient at the recipient’s email address if an email address for the recipient is provided below: *(Check and print email address(s) if delivery by email is okay.)*

Obligee’s email address: _____

Obligor’s email address: _____

In the event of any change in either recipient’s email address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change.

10D. Court Findings about Health Insurance

Note: Texas law says that health insurance is available at a **“reasonable cost”** if the total cost of health insurance coverage for all children for which the Obligor is responsible under a medical support order is not more than **9 percent** of the Obligor’s annual resources. See Texas Family Code Section 154.181(e).

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

is not available at a reasonable cost to either parent. The Court finds that the children are:

(Check one.)

currently covered by **Medicaid**.

currently covered by **C.H.I.P.** at this cost: \$ _____.

not currently covered by **Medicaid** or **C.H.I.P.**

is available at a reasonable cost to the person ordered to pay child support through:

(Check one.)

Father’s work, membership in a union, trade association, or other organization, or other source available to Father.

Mother’s work, membership in a union, trade association, or other organization, or other source available to Mother.

10E. Orders about Health Insurance / Medical Support

The Court makes the following orders about health insurance / medical support for the child/ren.

*Check box 10E(1) if the **Obligor** will provide and pay for health insurance for the children.*

*Check box 10E(2) if the **Obligee** will provide health insurance for the children and the **Obligor** will pay cash medical support to reimburse the Obligee for the cost of the insurance.*

*Check box 10E(3) if neither parent has access to private health insurance at a reasonable cost. **Obligee** will be ordered to apply for coverage under a government medical assistance program and **Obligor** will be ordered to pay cash medical support.*

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

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

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

to obtain health insurance for the child/ren within 15 days of the date of this order.

Obligor is ORDERED to then maintain health insurance for each child until one of the above “events that terminate medical and dental support” occurs for the child.

If health insurance for the child/ren terminates or lapses, Obligor is ORDERED to enroll the child/ren in a health insurance plan at the next available enrollment period.

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

As additional child support, the Court ORDERS **Obligee**, _____,
(Print name of parent who will **receive** child support)

to obtain health insurance for the child/ren within 15 days of the date of this order.

Obligee is ORDERED to then maintain health insurance for each child until one of the above “events that terminate medical and dental support” occurs for the child.

If health insurance for the child/ren terminates or lapses, Obligee is ORDERED to enroll the child/ren in a health insurance plan at the next available enrollment period.

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

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

due on the 1st day of each month after that until one of the above “events that terminate medical and dental support” occurs for each child.

The Court ORDERS Obligor to send all cash medical support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265** for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the cash medical support payments. Additional payment options are found on the Office of the Attorney General’s website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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

- Obligor’s name
- Obligee’s name
- Cause Number and County of Order or Order
- Attorney General Case Number (if applicable)

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

The Court ORDERS that the cash medical support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on his/her death.

Warning! Do not pay cash medical support directly to the other parent. Send all payments to the Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265.

10E(3) Obligee to Apply for Coverage under a Government Medical Assistance Program or Health Plan / Obligor to Pay Cash Medical Support

The Court ORDERS Obligee, _____, to apply on behalf of
(Print name of parent who will receive child support)

each child for coverage under a governmental medical assistance program or health plan (i.e. Medicaid or C.H.I.P) **within 15** days of the date this Order or order is signed by the Court. If the children are already covered under such a program or plan, the Court ORDERS Obligee to continue such coverage.

When such health coverage is obtained, Obligee is ORDERED to maintain the coverage in full force and effect on each child by paying all applicable fees required for the coverage, including but not limited to enrollment fees and premiums for as long as the children are eligible for such coverage.

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

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

one of the above "events that terminate medical and dental support" occurs for each child.

The Court ORDERS Obligor to send all cash medical support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265** for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the cash medical support payments. Additional payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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

- Obligor's name and Obligee's name
- Cause Number and County of Order or Order
- Attorney General Case Number (if applicable)

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

Warning! Do not pay cash medical support directly to the other parent. Send all payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265**.

The Court ORDERS that Obligor is allowed to **stop paying cash medical support**, for the time Obligor is providing health insurance coverage for the children, **if**:

- a. health insurance for the children becomes available to Obligor at a reasonable cost; *and*
- b. Obligor enrolls the child/ren in the insurance plan and pays all costs of the insurance; *and*
- c. Obligor provides Obligee and the Texas Office of the Attorney General Child Support Division the following information:
 - (1) proof that health insurance has been provided for the child/ren; *and*
 - (2) Obligor's social security number; *and*
 - (3) name and address of the Obligor's employer; *and*
 - (4) whether the employer is self-insured or has health insurance available; *and*
 - (4i) if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim; **or**
 - (4ii) if the employer has health insurance available, the name of the health insurance carrier, the policy number, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim.

Note: This provision regarding when the Obligor may stop paying cash medical support is part of section **10E3**. It does not apply to any other section.

10F. Court Findings about Dental Insurance

Note: Texas Law says that dental insurance is available at a “reasonable cost” if the total cost of dental insurance coverage for all children for which the Obligor is responsible under a dental support order is not more than **1.5 percent** of the Obligor’s annual resources. See Texas Family Code Section 154.1815.

The Court finds that dental insurance for the children: (Check one.)

- is not** available at a reasonable cost to either parent.
- is** available at a reasonable cost to the person ordered to pay child support (**Obligor**) through:
(Check one.)
- Father’s** work, membership in a union, trade association, or other organization, or other source available to Father.
- Mother’s** work, membership in a union, trade association, or other organization, or other source available to Mother.

10G. Orders about Dental Insurance / Dental Support

(Check one.)

- No orders about dental insurance/dental support are made at this time because neither parent has access to dental insurance at a reasonable cost.
- The Court makes the following orders about dental insurance / dental support for the child/ren:

Check box **10G(1)** if the **Obligor** will provide and pay for dental insurance for the children.

Check box **10G(2)** if the **Obligee** will provide dental insurance for the children and the **Obligor** will pay cash dental support to reimburse the Obligee for the cost of the insurance.

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

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

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

to get dental insurance for the child/ren within 15 days of the date of this order.

Obligor is ORDERED to then maintain dental insurance for each child until one of the above “events that terminate medical and dental support” occurs for the child.

If dental insurance for the child/ren terminates or lapses, Obligor is ORDERED to enroll the child/ren in a dental insurance plan at the next available enrollment period.

10G(2) Obligee to Provide Dental Insurance / Obligor to Reimburse Cost

As additional child support, the Court ORDERS **Obligee**, _____,
(Print name of parent who will **receive** child support)

to get dental insurance for the child/ren within 15 days of the date of this order.

Obligee is ORDERED to then maintain dental insurance for each child until one of the above “events that terminate medical and dental support” occurs for the child.

If dental insurance for the child/ren terminates or lapses, Obligee is ORDERED to enroll the child/ren in a dental insurance plan at the next available enrollment period.

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

to pay Obligee **cash dental support** of \$ _____ per month for **reimbursement** of dental

insurance premiums. The 1st payment is due on _____ . A like payment is
month / day / year
due on the 1st day of each month after that until one of the above “events that terminate medical and dental support” occurs for each child.

The Court ORDERS Obligor to send all cash dental support payments to the **Texas Child Support Disbursement Unit, PO Box 659791, San Antonio, TX 78265** for distribution according to law.

The Income Withholding Order for Support authorized in this order shall include the cash dental support payments. Additional payment options are found on the Office of the Attorney General’s website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

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

- Obligor’s name
- Obligee’s name
- Cause Number and County of Order or Order
- Attorney General Case Number (if applicable)

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

The Court ORDERS that the cash dental support provisions of this order shall be an obligation of the estate of Obligor and shall not terminate on his/her death.

10H. Parent to Furnish Information about Health Insurance

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

- Insuring Parent’s social security number;
- the name and address of Insuring Parent’s employer;
- proof that health insurance has been provided for each child;
- whether Insuring Parent’s employer is self-insured or has health insurance available;
- if Insuring Parent’s employer has health insurance available:
 - the name of the insurance carrier and the policy number;
 - a copy of the policy and a schedule of benefits;
 - a health insurance membership card;
 - claim forms and any other information necessary to submit a claim; and
- if Insuring Parent’s employer is self-insured:
 - a copy of the schedule of benefits;
 - a membership card;
 - claim forms and any other information necessary to submit a claim.

Insuring Parent is ORDERED to furnish to each conservator a copy of any renewals or changes to the health insurance policy covering the child/ren and any additional information regarding health insurance coverage of the child/ren **within 15 days** of receipt.

An Obligor ordered to provide health insurance coverage, is ORDERED to notify each conservator and any child support agency enforcing a support obligation against the Obligor of the:

- termination or lapse of the health insurance coverage of the child/ren **within 15 days** of the date of termination or lapse.
- availability of additional health insurance for the child/ren **within 15 days** of the date the additional health insurance becomes available.

If health insurance coverage terminates due to a change of employer, the Obligor, Obligee or the child support agency may send the new employer a copy of the order requiring the employee to provide health insurance.

10I. Parent to Furnish Information about Dental Insurance

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

- Insuring Parent’s social security number;
- the name and address of Insuring Parent’s employer;
- proof that dental insurance has been provided for each child;
- whether Insuring Parent’s employer is self-insured or has dental insurance available;
- if Insuring Parent’s employer has dental insurance available:
 - the name of the insurance carrier,
 - the policy number;
 - a copy of the policy and a schedule of benefits;
 - a dental insurance membership card;
 - claim forms; and
 - any other information necessary to submit a claim; and
- if Insuring Parent’s employer is self-insured:
 - a copy of the schedule of benefits;
 - a membership card;
 - claim forms; and
 - any other information necessary to submit a claim.

Insuring Parent is ORDERED to furnish to each conservator a copy of any renewals or changes to the dental insurance policy covering the child/ren and any additional information regarding dental insurance coverage of the child/ren **within 15 days** of receipt.

An Obligor ordered to provide dental insurance coverage, is ORDERED to notify each conservator and any child support agency enforcing a support obligation against the Obligor of the:

- termination or lapse of the dental insurance coverage of the child/ren **within 15 days** of the date of termination or lapse.
- availability of additional dental insurance for the child/ren **within 15 days** of the date the additional dental insurance becomes available.

If dental insurance coverage terminates due to a change of employer, then the Obligor, Obligee or the child support agency may send the new employer a copy of the order requiring the employee to provide dental insurance.

10J. Order for Insurer to Enroll Child/ren

If the parent ordered to provide health insurance for the child/ren is eligible for dependent health coverage but fails to apply to obtain coverage for the child/ren, the insurer is ORDERED to enroll the child/ren on application of the other parent or others as authorized by law. See *Texas Insurance Code, Section 1504.051*

If the parent ordered to provide dental insurance for the child/ren is eligible for dependent dental coverage but fails to apply to obtain coverage for the child/ren, the insurer is ORDERED to enroll the child/ren on application of the other parent or others as authorized by law. See *Texas Insurance Code, Section 1504.051*

10K. Expenses Not Covered by Insurance

Obligor and Obligee are each ORDERED to pay **50 percent** of all reasonable and necessary health-care expenses for the child/ren that are not covered by health insurance, unless:

- the parent ordered to provide health insurance is not providing health insurance as ordered, then that parent is liable for **100 percent** of all necessary medical expenses of the child/ren and for the costs of health insurance premiums or contributions, if any, paid on behalf of the child/ren.
- the parent ordered to provide dental insurance is not providing dental insurance as ordered, then that parent is liable for **100 percent** of all necessary dental expenses of the child/ren and for the costs of dental insurance premiums or contributions, if any, paid on behalf of the child/ren.

If **10E(3)** above is checked, Obligee is ORDERED to pay **50 percent** of all reasonable and necessary health-care expenses for the child/ren that are not reimbursed by health insurance or covered by the cash medical support paid by Obligor and Obligor is ORDERED to pay **50 percent** of the total unreimbursed health-care expenses that exceed the amount of cash medical support paid by Obligor. Obligor is liable for **100 percent** of all necessary medical expenses incurred for the child/ren in any month that Obligor neither pays cash medical support nor provides health insurance for the child/ren.

The parent who incurs a health-care expense on behalf of a child (called the “*incurring parent*”) is ORDERED to give the other parent (called the “*nonincurring parent*”) a copy of all forms, receipts, bills, statements, and explanations of benefits that show the portion of the expense not covered by insurance **within 30 days** of receipt. The nonincurring parent is ORDERED to pay his or her percentage of any uninsured expense **within 30 days** of receiving documentation of the expense by paying the health-care provider directly **or** reimbursing the incurring parent, if the nonincurring parent’s portion has already been paid.

10L. Claims

Either parent may file claims and receive payments directly from the insurance carrier. Further, for the sole purpose of *Texas Insurance Code Sections 1204.251 and 1204.252*, the party who is not carrying the insurance policy is designated the managing conservator or possessory conservator of the children. Any reimbursement payments received from the health insurance carrier belongs to the parent who paid the expense. If the insurance carrier sends reimbursement to the parent who did not pay the expense, he or she is ORDERED to endorse the check and deliver it to the parent who paid the expense **with 3 days**.

10M. Health Insurance Policy Requirements

Each parent is ORDERED to follow all requirements of any health insurance policy covering the child/ren to get maximum reimbursement and direct payment from the insurance company. This includes requirements for giving advance notice to the insurance company, getting second opinions, **and** using “preferred providers.” If a parent incurs health-care expenses for the child/ren using “out-of-network” health-care providers or services, or fails to follow the health insurance company procedures or requirements, that parent shall pay all such health-care expenses incurred unless: the expenses are emergency health-care expenses, the parents have a written agreement regarding such health-care expenses, **or** the Court makes a different order. Denial of a bill by an insurance carrier does not excuse the obligation of the parents to pay the expense.

10N. WARNING

A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR DENTAL INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE OR DENTAL INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OR DENTAL EXPENSES OF THE CHILD/REN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE OR DENTAL INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS, DENTAL INSURANCE PREMIUMS, OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD/REN.

11. Parent's Information

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

- The Court ORDERS Mother to disclose the following information and changes in that information to Father, the Court and the State Case Registry as required by Texas Family Code 105.006 and ORDERED in section 12 of this Order. (Fill in the following information for the Mother.)

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

- The Court finds, pursuant to Texas Family Code 105.006(c) and 105.007(c), that disclosure of Mother's information to Father is likely to cause Mother or the children harassment, abuse, serious harm or injury or would subject Mother or the children to family violence. The Court ORDERS that Mother's address and other identifying information not be disclosed. The Court further ORDERS that Mother is **not** required to give her address or other identifying information to Father or notify Father or the Court of changes in that information. The Court ORDERS Mother to provide her mailing address and changes in her mailing address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

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

- The Court ORDERS Father to disclose the following information and changes in that information to Mother, the Court and the State Case Registry as required by Texas Family Code 105.006 and ORDERED in section 12 of this Order. (Fill in the following information for the Father.)

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

- The Court finds, pursuant to Texas Family Code Section 105.006(c) and 105.007(c), that disclosure of Father's information to Mother is likely to cause Father or the children harassment, abuse, serious harm or injury or would subject Father or the children to family violence. The Court ORDERS that Father's address and other identifying information **not** be disclosed. The Court further ORDERS that Father is **not** required to give his address or other identifying information to Mother or notify Mother or the Court of changes in that information. The Court ORDERS Father to provide his mailing address and changes in his mailing address to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

12. Required Notices

This section is not applicable if and to the extent it conflicts with the Court's Order regarding disclosure of information in section 11 above.

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EVERY OTHER PARTY, THE COURT, AND THE STATE CHILD SUPPORT REGISTRY OF ANY CHANGE IN THE PARTY'S:

- CURRENT RESIDENCE ADDRESS,
- MAILING ADDRESS,
- HOME TELEPHONE NUMBER,
- NAME OF EMPLOYER,
- ADDRESS OF EMPLOYMENT,
- DRIVER'S LICENSE NUMBER, AND
- WORK TELEPHONE NUMBER.

THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO THE OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO GIVE NOTICE OF THE CHANGE TO PROVIDE 60-DAYS NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE 5TH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EVERY OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EVERY OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice shall be given to **every other party** by delivering a copy of the notice to each party by registered or certified mail, return receipt requested.

Notice shall be given to the **Court** by delivering a copy of the notice either in person to the clerk of the Court or by registered or certified mail addressed to the clerk.

Notice shall be given to the **State Case Registry** by mailing a copy of the notice to the State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

13. Warnings to Parties

FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THIS ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

14. Court Costs

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

15. Other Orders

The court has the right to make other orders, if needed, to clarify or enforce the orders above.

16. Final Order

Any orders requested that do not appear above are denied. This is a final judgment and is appealable.

Date of Judgment



Judge's Signature

Judge's Printed Name

By signing below, the Petitioner agrees to the form and substance of this Order.

By signing below, the Respondent agrees to the form and substance of this Order.



Petitioner's Signature

()

Phone number

Petitioner's Name (print)

Date

Mailing Address: _____

Email: _____

Fax#: _____
(if available)



Respondent's Signature

()

Phone number

Respondent's Name (print)

Date

Mailing Address: _____

Email: _____

Fax#: _____
(if available)

Standard Possession Order

The Court ORDERS that this Standard Possession Order is fully incorporated into the Decree or Order to which it is attached.

The Court ORDERS each conservator to obey this Standard Possession Order. The Court ORDERS that this Standard Possession Order starts immediately and applies to all periods of possession occurring on and after the date the Court signs the Order to which the Standard Possession Order is attached.

1. Designation of Conservators

The Court ORDERS that in this Standard Possession Order the conservators are designated as Parent A and Parent B.

“Parent A” is: (name) _____
Print the name of the parent with the right to designate the child/ren’s primary residence.

“Parent B” is: (name) _____
Print the name of the other parent.

2. Mutual Agreement

The Court ORDERS that Parent A and Parent B shall have possession of the child/ren at any and all times mutually agreed to in advance by Parent A and Parent B.

In the absence of mutual agreement, the Court ORDERS that Parent A and Parent B shall have possession of the child/ren according to the schedules set out in this Standard Possession Order.

3. Definitions

“**School**” means the elementary or secondary school in which the child is enrolled. If the child is not enrolled in an elementary or secondary school, “school” means the public school district in which the child primarily resides.

“**Child**” or “**Child/ren**” 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.

4. Undesignated Times

The Court ORDERS that Parent A shall have the right to possession of the child/ren at all times not specifically designated in this Standard Possession Order for Parent B.

Notice to Peace Officer

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER’S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER’S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER’S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

5. Parent B's Local Schedule

Except as otherwise expressly provided in this Standard Possession Order, when Parent B lives 100 miles or less from the primary residence of the child/ren, Parent B shall have the right to possession of the child/ren as follows:

- (a) **Weekends** – Parent B shall have the right to possession of the child/ren on the 1st, 3rd and 5th weekends of each month.

If the weekend occurs during the regular school term, it shall:

begin on the 1st, 3rd and 5th Friday of each month at:

(Check one box.)

- 6 p.m.
 the time the child's school is regularly dismissed

and *end* at: (Check one box.)

- 6 p.m. the following Sunday.
 the time the child's school resumes after the weekend.

If the weekend does not occur during the regular school term, it shall begin on the 1st, 3rd and 5th Friday of each month at 6 p.m. and end at 6 p.m. the following Sunday.

- (b) **Weekends Extended by a Holiday**

If Parent B's weekend begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term or begins on a federal, state, or local holiday that falls on a Friday during the summer break, that weekend period of possession shall *begin* on the Thursday before the holiday or in-service day at: (Check one box.)

- 6 p.m.
 the time the child's school is regularly dismissed.

If Parent B's weekend ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term or ends on a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall *end* at 6 p.m. on that Monday.

- (c) **Thursdays** – Parent B shall have the right to possession of the child/ren each Thursday during the regular school term:

beginning at: (Check one box.)

- 6 p.m.
 the time the child's school is regularly dismissed.

and *ending* at: (Check one box.)

- 8 p.m.
 the time the child's school resumes on Friday.

- (d) **Spring Vacation** – Parent B shall have the right to possession of the child/ren during Spring vacation in even-numbered years:

beginning on the day the child is dismissed from school for Spring Vacation at: (Check one box.)

- 6 p.m.
 the time the child/ren's school is regularly dismissed.

and *ending* at 6 p.m. the day before school resumes after that vacation.

- (e) **Extended Summer Possession With Written Notice by April 1** – If Parent B gives Parent A written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Parent B shall have possession of the child/ren for 30 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. The extended summer possession must be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. The extended summer possession must not interfere with Father's Day possession. These periods of possession shall begin and end at 6 p.m. on each applicable day.

- (f) **Extended Summer Possession Without Written Notice by April 1** – If Parent B does not give Parent A written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Parent B shall have possession of the child for 30 consecutive days in that year beginning at 6 p.m. on July 1 and ending at 6 p.m. on July 31.

6. Parent B's Long-Distance Schedule

Except as otherwise expressly stated in this Standard Possession Order, when Parent B lives over 100 miles from the primary residence of the child/ren, Parent B shall have the right to possession of the child/ren as follows:

- (a) **Weekends** – Unless Parent B elects the “Alternative Weekend Possession” below, Parent B shall have the right to possession of the child/ren on the 1st, 3rd and 5th weekends of each month.

If the weekend occurs during the regular school term, it shall:

begin on the 1st, 3rd and 5th Friday of each month at:

(Check one box.)

6 p.m.

the time the child's school is regularly dismissed

and *end* at: (Check one box.)

6 p.m. the following Sunday.

the time the child's school resumes after the weekend.

If the weekend does not occur during the regular school term, it shall begin on the 1st, 3rd and 5th Friday of each month at 6 p.m. and end at 6 p.m. the following Sunday.

(Check box below if Parent B is choosing the Alternative Weekend Possession now.)

- Alternative Weekend Possession** – Instead of the weekend possession described in the previous paragraph, Parent B shall have the right to possession of the child/ren one weekend per month of Parent B's choice. The weekend shall begin at 6 p.m. on the day school recesses for the weekend and end at 6 p.m. on the day before school resumes after the weekend. Parent B shall give Parent A 14 days' notice in writing or by telephone before the chosen weekend. The weekend chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Father's or Mother's Day possession below.

Parent B must choose this option now or by giving written notice to Parent A within 90 days after the parents begin to reside more than 100 miles apart.

- (b) **Weekends Extended by a Holiday**

If Parent B's weekend begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term or begins on a federal, state, or local holiday that falls on a Friday during the summer break, that weekend period of possession shall *begin* on the Thursday before the holiday or in-service day at: (Check one box.)

6 p.m.

the time the child's school is regularly dismissed.

If Parent B's weekend ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term or ends on a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall *end* at 6 pm on that Monday.

- (c) **Spring Vacation** – Parent B shall have the right to possession of the child/ren during Spring vacation every year beginning at 6 p.m. on the day the child is dismissed from school for Spring Vacation and ending at 6 p.m. on the day before school resumes after that vacation.
- (d) **Extended Summer Possession with Written Notice by April 1** –If Parent B gives Parent A written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Parent B shall have possession of the child/ren for 42 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. The extended summer possession must be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. The extended summer possession must not interfere with Father's Day possession. These periods of possession shall begin and end at 6 p.m. on each applicable day.
- (e) **Extended Summer Possession without Written Notice by April 1** – If Parent B does not give Parent A written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Parent B shall have possession of the child/ren for 42 consecutive days in that year beginning at 6 p.m. on June 15 and ending at 6 p.m. on July 27.

7. Parent A's Local Schedule

This schedule applies when Parent B lives 100 miles or less from the primary residence of the child/ren.

Notwithstanding Parent B's weekend and Thursday periods of possession, it is expressly ORDERED that Parent A shall have a superior right to possession of the child/ren as follows:*

- (a) **Spring Vacation** – Parent A shall have the right to possession of the child/ren during Spring vacation in odd-numbered years:

beginning on the day the child is dismissed from school for Spring vacation at: *(Check one box.)*

6 p.m.

the time the child/ren's school is regularly dismissed.

and *ending* at 6 p.m. the day before school resumes after that vacation.

- (b) **One Weekend During Parent B's Extended Summer Possession** – If Parent A gives Parent B written notice by April 15 of a year, Parent A shall have possession of the child/ren on any 1 weekend beginning at 6 p.m. on Friday and ending at 6 p.m. on the following Sunday during any one period of the extended summer possession by Parent B. Parent A must pick up the child/ren from Parent B and returns the child/ren to that same place. This weekend must not interfere with Father's Day possession. Parent B, not later than the 15th day before the Friday that begins Parent A's chosen weekend, must give Parent A written notice of the location at which the Parent A is to pick up and return the child.

- (c) **Extended Summer Possession** – If Parent A gives Parent B written notice by April 15 of a year or gives Parent B 14 days' written notice on or after April 16 of a year, Parent A may designate one weekend during which an otherwise scheduled weekend period of possession by Parent B shall not take place in that year. The weekend chosen must begin no earlier than the day after the child's school is dismissed for the summer vacation and end no later than 7 days before school resumes at the end of the summer vacation. The weekend chosen must not interfere with Parent B's periods of extended summer possession or with Father's Day possession. Parent B, not later than the 15th day before the Friday that begins Parent A's chosen weekend, must give Parent A written notice of the location at which the Parent A is to pick up and return the child.

** Parent A has the right to possession of the child/ren at these times even if it conflicts with one or more of Parent B's weekend or Thursday periods of possession.*

8. Parent A's Long-Distance Schedule

This schedule applies when Parent B lives over 100 miles from the primary residence of the child/ren.

Notwithstanding Parent B's weekend periods of possession, it is expressly ORDERED that Parent A shall have a superior right to possession of the child/ren as follows:**

- (a) **One Weekend During Parent B's Extended Summer Possession** – If Parent A gives Parent B written notice by April 15 of a year, Parent A shall have possession of the child/ren on any 1 weekend beginning at 6 p.m. on Friday and ending at 6 p.m. on the following Sunday during any 1 period of the extended summer possession by Parent B. Unless a period of possession by Parent B in that year is more than 30 days, then Parent A may have possession of the child under the terms of this provision on any 2 nonconsecutive weekends during that period. Parent A must pick up the child from Parent B and returns the child to that same place. The weekend or weekends must not interfere with Father's Day possession.

- (b) **Extended Summer Possession** – If Parent A gives Parent B written notice by April 15 of a year, Parent A may designate 21 days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than 7 days before school resumes at the end of the summer vacation in that year during which Parent B shall not have possession of the child. This extended summer possession must be exercised in no more than 2 separate periods of at least 7 consecutive days each. The period or periods chosen must not interfere with Parent B's periods of extended summer possession or with Father's Day possession. These periods of possession shall begin and end at 6 p.m. on each applicable day.

*** Parent A has the right to possession of the child/ren at these times even if it conflicts with one or more of Parent B's weekend periods of possession.*

9. Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of Parent B, Parent A and Parent B shall have the right to possession of the child/ren as follows:

- (a) **Christmas Holidays in Even-Numbered Years** - In even-numbered years, Parent B shall have the right to possession of the child:

beginning the day the child is dismissed from school for Christmas school vacation at: *(Check one box.)*

- 6 p.m.
 the time the child's school is dismissed.

and *ending* at 12 noon on December 28.

In even-numbered years, Parent A shall have the right to possession of the child beginning at noon on December 28 and ending at 6 p.m. on the day before school resumes after that Christmas school vacation.

- (b) **Christmas Holidays in Odd-Numbered Years** - In odd-numbered years, Parent A shall have the right to possession of the child:

beginning the day the child is dismissed from school for Christmas school vacation at: *(Check one box.)*

- 6 p.m.
 the time the child's school is dismissed.

and *ending* at 12 noon on December 28.

In odd-numbered years, Parent B shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 P.M. on the day before school resumes after that Christmas school vacation.

- (c) **Thanksgiving in Odd-Numbered Years** - Parent B shall have the right to possession of the child for the Thanksgiving Holiday in odd-numbered years:

beginning the day the child is dismissed from school for the Thanksgiving holiday at: *(Check one box.)*

- 6 p.m.
 the time the child's school is dismissed.

and *ending* at 6 p.m. the Sunday following Thanksgiving.

- (d) **Thanksgiving in Even-Numbered Years** - Parent A shall have the right to possession of the child for the Thanksgiving Holiday in even-numbered years:

beginning the day the child is dismissed from school for the Thanksgiving holiday at: *(Check one box.)*

- 6 p.m.
 the time the child's school is dismissed.

and *ending* at 6 p.m. the Sunday following Thanksgiving.

- (e) **Child's Birthday** - If a parent is not otherwise entitled under this Standard Possession Order to possession of a child on the child's birthday, that parent shall have possession of the child beginning at 6 p.m. and ending at 8 p.m. on that day, provided that that parent picks up the child from the other parent's residence and returns the child to that same place.

- (f) **Father's Day** - Father shall have the right to possession of the child each year, beginning at 6 p.m. on the Friday before Father's Day and ending at: *(Check one box.)*

- 6 p.m. on Father's Day
 8 a.m. on the Monday after Father's Day

If Father is not already entitled to present possession of the child, he must pick up the child from Mother's residence and return the child to that same place.

- (g) **Mother's Day** - Mother shall have the right to possession of the child each year:

beginning on the Friday before Mother's day at: *(Check one box.)*

- 6 p.m.
 the time the child's school is dismissed.

and *ending* at: *(Check one box.)*

- 6 p.m. on Mother's Day
 8 a.m. on the Monday after Mother's Day

If Mother is not already entitled to present possession of the child, she must pick up the child from Father's residence and return the child to that same place.

10. General Terms and Conditions

Except as otherwise expressly provided in this standard Possession Order, the following terms and conditions apply regardless of the distance between the residence of a parent and the child:

(a) **Exchange of Children at Start of Parent B's Possession**

If a period of Parent B's possession begins at the time the child's school is regularly dismissed, then Parent A is ORDERED to surrender the child to Parent B at the school in which the child is enrolled. If the child is not in school, Parent B shall pick up the child at the location designated below at 6 p.m. and Parent A is ORDERED to surrender the child to Parent B at the location designated below at 6 p.m.

If a period of Parent B's possession begins at another time, the Court ORDERS Parent A to surrender the child/ren to Parent B at the beginning of each such period of Parent B's possession at: *(Check one.)*

Parent A's residence.

the following location: _____

(b) **Exchange of Children at End of Parent B's Possession**

If a period of Parent B's possession ends at the time the child's school resumes, then Parent B is ORDERED to surrender the child to Parent A at the school in which the child is enrolled or, if the child is not in school, at the location designated below at 8:00 a.m.

If a period of Parent B's possession ends at another time, the Court ORDERS Parent B to surrender the child/ren to Parent A at the end of each such period Parent B's possession at: *(Check one.)*

Parent B's residence.

Parent A's residence.

The following location: _____

However, if Parent A and Parent B live in the same county when the order is signed and Parent B remains in the county, but the Parent A moves out of the county, then beginning on the date Parent A moves, Parent B shall surrender the child to Parent A at: *(Check one.)*

Parent B's residence.

the location designated above.

(c) **Personal Effects** - Each parent is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

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

(e) **Inability to Exercise Possession** - Each parent is ORDERED to give notice to the person in possession of the child on each occasion the parent will be unable to exercise that parent's right of possession for any specified period.

(f) **Written Notice** - Written notice, including notice by email or fax is timely made if it is received or, if applicable, postmarked before or at the time that notice is due. Each parent is ORDERED to notify the other parent of any change to his or her email address or fax number within 24 hours after the change.

(g) **Notice to School and Parent A** - If Parent B's time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, Parent B shall immediately notify the school and Parent A that the child will not be or has not been returned to school.

This concludes the Standard Possession Order.