

STANDARD ORDERS ATTACHMENT

(TO ORDER RE: CHILD SUPPORT)

THE FOLLOWING IS MADE A PART OF THE COURT'S ORDER:

1. Merced County Department of Child Support Services (DCSS) shall open a case on behalf of the custodial party, and parties shall cooperate with DCSS in compliance with this order.
2. All payments shall be made to: **CA State Disbursement Unit
PO Box 989067
West Sacramento, CA 95798-9067**
3. Child support payments are payable by Order/Notice to Withhold Income for Child Support (form FL-195). ***An Order/Notice to Withhold Income for Child Support (form FL-195) will issue.***
4. The non-custodial parent/Obligor must (a) provide and maintain health insurance coverage for the children as obligated by law, and (b) within twenty (20) days of the DCSS request, complete and return a Health Insurance Form. Each party is responsible for one-half (1/2) of all medically necessary uninsured medical costs. ***A Health Insurance Coverage Assignment (form FL-470) will issue.***
5. No provision of this judgment/order may operate to limit any right to collect the principle (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. Interest will accrue on the entire principal balance owing and not on each installment as it becomes due. All payments ordered are subject to modification.
6. All parties must notify DCSS within ten (10) days in writing of any change in residence, income, or employment.
7. The non-custodial parent/Obligor is responsible for paying all child support and reimbursement payment obligations as of the effective date of the order and shall be responsible for making voluntary payments during any period of time when payments are not being made by an *Order/Notice to Withhold Income for Child Support*.
8. In the event that the provisions in California Family Code §4007.5 sunset or are not applicable, Child Support Suspending Events pursuant to this order include, but are not limited to:
 - a. The obligation of the person ordered to pay support shall be suspended for any period exceeding ninety (90) consecutive days in which the person ordered to pay support is incarcerated or involuntarily institutionalized, or has received a grant of SSI/SSP or public assistance benefits (hereinafter "**suspending event**"), unless the Obligor has the means to pay support during the suspending event, or the suspending event is due to 1) domestic violence against the Obligee and/or the supported children or 2) a failure to pay child support.
 - b. The suspension of the support obligation shall only apply for the period during the suspending event after which the obligation shall on the first day of the first full month following termination of the suspending events resume in the amount otherwise specified in the child support order.
 - c. The court reserves jurisdiction to set the arrears balance on a case where retroactive benefits were received and/or a lump sum benefit was received from the Federal government.
 - d. For purposes of this section, "incarcerated or involuntarily institutionalized" includes, but is not limited to, involuntary confinement to a state prison, county jail, juvenile facility operated by the Division of Juvenile Facilities in the Department of Corrections and Rehabilitation, a mental health facility, or a court-ordered live-in drug or alcohol treatment program that lasts for at least ninety (90) consecutive days and which prevents Obligor from earning income other than that which is paid to the program as a term of that program.

This provision shall also apply to the voluntary enrollment by the Obligor into a live-in drug or alcohol treatment program that lasts for at least ninety (90) consecutive days and which prevents Obligor from earning income other than that which is paid to the program as a term of that program. This last event shall only apply if Obligor successfully completes the treatment program.

e. The obligation to pay current child support by an Obligor shall be suspended upon the Obligor's reunification with the family for a period exceeding thirty (30) consecutive days, and shall automatically reinstate upon the separation of the Obligor from the family commencing the first day of the first month following separation.

f. For purposes of this section, "suspend" means that the payment due on the current child support order, an arrears payment on a preexisting arrears balance, or interest on arrears created during a suspending event pursuant to this section is, by operation of law, set at zero dollars (\$0) for the period as defined above.

9. In any case, where the court has ordered as part of the child support order an add-on for child care, the custodial parent shall notify the non-custodial parent and DCSS in writing within ten (10) days of any change in the child care expense. The court reserves jurisdiction to retroactively modify support for a period of sixty (60) days after such notification is provided. In the event such notification was not provided to the non-custodial parent and DCSS, the court reserves jurisdiction to retroactively modify the order to reflect the child care change.

10. In any order based in whole or in part upon the stipulation of an Obligee to a waiver of any past due child support and/or interest owed to said Obligee, the court, unless expressly stated to the contrary in said stipulation and order, reserves jurisdiction to vacate, set aside, or otherwise retroactively modify said waiver in whole or in part, and reinstate the arrears waived, based upon a showing of good cause by any party to the action.

a. There shall be a rebuttable presumption of good cause where the court finds that the Obligor has willfully failed to comply with any order of the court within the action, including the obligation to pay current or past due support, or in any other case where the basis for the stipulation on the part of the Obligee was stated in the stipulation and thereafter willfully violated by the Obligor.

11. Unless specifically ordered by the court on the record to the contrary, whenever the parties have stipulated to a waiver by either party or both parties of the Standard Order requiring employer-base health care insurance for the minor child(ren), in whole or in part based upon alternative health insurance being provided, then the obligation to provide employer-based health insurance shall automatically reinstate forthwith upon the termination of the alternative coverage.

12. When an arrears balance accrues after current child support has been ordered or when an arrears payment amount was not established, a payment will be automatically established based on the interest accruing each month. The payment shall be in increments of \$25.00 based on the interest owing (i.e. if interest is owing in the amount of \$33.00 each month, then the payment would be \$50.00 per month; if interest is owing in the amount of \$116.00 per month, then the payment would be \$125.00 per month, etc.).

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent.

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