

## 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; (b) within 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 principal (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 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. Child Support Suspending Events
  - a. The obligation of the person ordered to pay support shall be suspended for any period exceeding 30 consecutive days in which the person ordered to pay support is incarcerated or involuntarily institutionalized, or has received a grant of SSI/SSP benefits (hereinafter "**suspending events**") unless the Obligor has the means to pay support during the suspending events. 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 Social Security Administration.
  - b. The suspension of the support obligation shall only apply for the period during the suspending events after which the obligation shall on the first day of the second month following termination of the suspending events resume in the amount otherwise specified in the child support order.
  - c. Upon termination of the suspending events, unless the parties and the local child support agency agree by written stipulation as to the adjusted arrears balance, any party may petition the court for an adjustment of the arrears pursuant to the suspension of the support obligation authorized herein. The moving party must show proof of the dates of the suspending events, as well as proof that during that time, the moving party did not have the means to pay the support. The moving party shall serve copies of the petition to the support Obligee and the local child support agency, who may file an objection to the petition with the court. A party's arrears shall not be adjusted until the court has approved the petition.
  - d. Obligor may petition the court for an extension of the period of suspension, and upon a showing of good cause, the court may extend the suspension period. Good cause shall include, but not be limited to, a showing by the Obligor of all good faith efforts to seek and maintain gainful employment.

- e. 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 30 days consecutively 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 30 days consecutively 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.

- f. 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.
- g. For purposes of this section, “suspend” means that the child support order is modified and set to zero dollars (\$0) for the period delineated above.

9. In any case, where the court has ordered as part of the child support order an add-on for childcare, the custodial parent shall notify the non-custodial parent and DCSS in writing within 10 days of any change in the childcare expense. The court reserves jurisdiction to retroactively modify support for a period of 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 a payment amount was not established, the following will apply:

- a. A payment will be 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.**