

IN THE SUPERIOR COURT OF _____ COUNTY

STATE OF GEORGIA

_____	§	
	§	
Plaintiff,	§	
v.	§	Civil Action No. _____
	§	
_____	§	
Defendant.	§	

CHILD SUPPORT ADDENDUM

This addendum must be incorporated into the final judgment and decree. The amount of child support and the frequency of payment must be included in the final judgment. This child support addendum may become a part of a judgment in the above-styled action (the "Child Support Order"). The Child Support Order includes any agreement of the parties and other documents incorporated therein. The requirements of OCGA § 19-6-15 have been applied in determining the amount of child support. The Child Support Worksheet and all applicable schedules thereto (collectively, the "Worksheet") attached hereto or filed contemporaneously herewith are incorporated herein and made a part of this addendum. O.C.G.A. §19-6-15(m)(1). Unless otherwise provided in the Child Support Order, the facts, data and calculations shown on the Worksheet shall become findings of the Court.

1. **Issuance.** This addendum is issued as (check only one):

an initial action

a modification.

2. **Number of Children.** The number of children for whom support is being provided is shown on the Worksheet. *[If child support is being determined for only one child, "children" and associated grammar shall be read as if written in the singular, where appropriate.]*

3. **Custodial/Noncustodial Parent:** The Noncustodial Parent ("NCP") for child support purposes is shown on the Worksheet. The other party is the Custodial Parent ("CP").

4. **Gross Income.** The monthly Gross Income of both parties is shown on the Worksheet, together with any applicable adjustments.

5. **Child Support Amount.** The NCP shall pay child support to the CP in the amount of \$_____ per month beginning _____, 20____. The findings which led to the Court's entry of the child support total is set forth herein.

6. **Frequency of Payment:** Unless otherwise provided in the Child Support Order, child support is payable in two equal installments on the 1st day and the 15th day of each month, or in installments which correspond with the Noncustodial Parent's pay schedule, but at least monthly.

CP

NCP

7. Duration of Child Support. Unless otherwise provided in this Child Support Order, with respect to each child, the obligations hereunder to pay child support, contribute to work related child care expenses, maintain health insurance, and pay uninsured health care expenses shall continue until the child reaches eighteen years of age, dies, marries or otherwise becomes emancipated; provided that, if a child reaches eighteen years of age before completing secondary school, the obligations to pay child support, contribute to work related child care expenses, maintain health insurance, and pay uninsured health care expenses for the child shall continue as long as the child is enrolled in and attending secondary school on a full-time basis, but shall terminate when the child reaches twenty years of age. The related obligations to contribute toward Child Care costs, Health Insurance costs and uninsured health care expenses continues for the same time period as to each child.

8. Health Insurance Availability. Health insurance, including PeachCare or Medicaid, is reasonably available for the children involved. The following individual(s) shall provide health insurance for the children for so long as child support continues. (Check only one)

- the NCP the CP both the NCP and CP.

9. Health Insurance Benefits. The party who maintains health, dental or vision insurance on the children shall provide the other party with an insurance identification card or other acceptable proof of insurance coverage and shall cooperate with the other party in submitting claims under the applicable policy.

10. Uninsured Health Care Expenses.

a) The NCP shall pay _____% and the CP shall pay _____% of all uninsured health care expenses incurred for the children. "Uninsured health care expenses" means uninsured medical expenses including, but not limited to, health insurance copayments, deductibles, and such other costs as are reasonably necessary for orthodontia, dental treatment, asthma treatments, physical therapy, vision care, and any acute or chronic medical or health problem or mental health illness, including counseling and other medical or mental health expenses, that are not covered by insurance.

The party who incurs an uninsured health care expense for a child shall provide verification of the amount actually paid by that party to the other party within 90 days of the cost being incurred. The other party shall reimburse the party who incurred the uninsured medical expense for the child (or pay the health care provider directly) for the appropriate percentage of the expense within 30 days after receiving verification of the expense. If the party who incurred the uninsured medical expense does not provide proof of the expenditure within 90 days of incurring the expense, the obligation to contribute by the other party shall not be effective or enforceable by contempt proceedings.

b) Should either party receive a total or partial refund or other reimbursement of any uninsured health care expense of the children that has been contributed to by the other party, the party receiving the refund or other reimbursement shall notify the other party within 10 days of receiving the same. The refund or other reimbursement shall be divided between the parties in the same percentages referenced above provided each party previously contributed to the uninsured health care expense for which the refund or other reimbursement was received.

c) Should any child whose support is being determined herein be recommended for a health care procedure (specifically including, but not limited to, orthodontia) which the party with final decision making authority over health care elects to pursue on behalf of the child and should the provider of such health care accept direct payment arrangements with the child's parents or legal custodians, the parties shall each be obligated to make payment arrangements directly with such health care provider in the same percentages as set forth in Paragraph 10(a) above.

11. Deviations. (Check and complete only one)

(a) No deviation applies in this case.

(b) It has been determined that one or more deviations apply in this case. O.C.G.A. § 19-6-15. (If a deviation applies, you must complete the following sections.)

The reasons for the deviation are:

Would the presumption amount be unjust or inappropriate? (Explain)

Would deviation serve the best interests of the children for whom support is being determined? (Explain)

Would deviation seriously impair the ability of the CP or NCP to maintain adequate housing, food and clothing for the children being supported by the order and to provide other basic necessities. (Explain)

12. Social Security Benefits. If Title II Social Security benefits for the children from the account of the Noncustodial Parent are shown on the Worksheet, such benefits shall be counted as child support payments, and shall be applied to the child support to be paid by such parent. If the amount of benefits received is less than the amount of support ordered, the Noncustodial Parent shall pay the amount exceeding the Social Security benefit. If the amount of benefits received is equal to or more than the amount of support ordered, the Noncustodial Parent's responsibility is met and no further support shall be paid. Any Title II benefits received by the Custodial Parent for the children's benefit shall be retained by the Custodial Parent for the children's benefit, and shall not be used as a reason for decreasing the amount of child support or reducing arrearages.

13. Parenting Time. The Court has considered parenting time in making this award of child support and any deviation for parenting time that the Court has found to be applicable is set forth on the Worksheet.

14. Continuing Garnishment for Child Support. Whenever, in violation of the terms of this Child Support Order, there has been a failure to make child support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, child support may be collected by the process of continuing garnishment for child support.

15. Income Deduction Order. *[Check (a), (b) or (c).]*

(a) The parties have agreed, not to require an Income Deduction Order at this time. Income deduction will not serve the children's best interest. The Noncustodial Parent shall pay child support directly to the Custodial Parent. The Custodial Parent may request an Income Deduction Order if there is a delinquency equal to one month's support.

(b) An Income Deduction Order for payment of child support shall be entered by the Court pursuant to O.C.G.A. § 19-6-32. The Income Deduction Order shall take effect if there is a delinquency equal to one month's support. The Income Deduction Order may be enforced by serving a "Notice of Delinquency" as provided in O.C.G.A. § 19-6-32(f).

(c) An Income Deduction Order for payment of child support shall be entered by the Court pursuant to O.C.G.A. § 19-6-32. The Income Deduction Order shall take effect immediately upon entry by the Court.

16. Additional Provisions. *[If these Additional Provisions conflict with other provisions of this addendum, the Additional Provisions shall control.].*

17. Incorporation into Judgment. It is contemplated that this child support addendum will be incorporated into a final judgment in this case. If there is any conflict between such judgment and this addendum or any written agreement between the parties, the judgment shall control. If there is any conflict between this addendum and any written agreement between the parties, this addendum shall control. If the Worksheet conflicts with this addendum, this addendum shall control.

Agreement of Parties

If signed by both parties, the parties hereby agree to the terms of this Child Support Addendum. Each party whose signature appears below affirms that the information he/she has provided in connection with the preparation of this addendum is true and correct.

This _____ day of _____, 20_____.

Plaintiff

Defendant

CP

NCP