

IN THE SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA

_____, PLAINTIFF, v. _____, DEFENDANT.	* * * * * * *	CASE NUMBER: _____
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CHILD SUPPORT ADDENDUM

*Instructions. The form of this addendum has been approved for use in the Columbia Judicial Circuit. Each paragraph with options and/or blanks must be completed. Do not delete paragraphs which do not apply. If there are substantive changes to the basic form, **bold and underline the changes** and check here. _____*

This addendum must be incorporated into the final judgment. 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 schedules thereto (collectively, the "Worksheet") attached hereto or filed contemporaneously herewith are a part of this addendum. Unless otherwise provided in the Child Support Order, the facts, data and calculations shown on the Worksheet shall become findings of the Court.

- 1. 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.]*
- 2. Custodial/Noncustodial Parent:** The Noncustodial Parent for child support purposes is shown on the Worksheet. The other parent is the Custodial Parent.
- 3. Gross Income.** The monthly Gross Income of both parents is shown on the Worksheet. *[If income was imputed based on minimum wage or earning potential, give particulars in Paragraph 20.]*
- 4. Child Support Amount.** _____ shall pay child support to _____ in the amount of \$_____ per month beginning _____, 20____. 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.

5. Duration of Child Support. Unless otherwise provided in the Child Support Order, with respect to each child, the obligations hereunder to pay child support, 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, 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 fulltime basis, but shall terminate when the child reaches twenty years of age.

6. Child Care Expense. If there are allowed Work Related Child Care Costs, the amount thereof is shown on the Worksheet. Each parent's pro rata share and the amount actually paid by each parent are shown on the Worksheet. The proportionate amount for each parent has been added to such parent's share of the Basic Child Support Obligation. The amount actually paid by each parent has been deducted from such parent's share of the Basic Child Support Obligation. The amount resulting from the foregoing process is the parent's share of the Presumptive Amount of Child Support, unless there is an adjustment for Health Insurance. Child care costs shall be paid by the Custodial Parent to the child care provider, unless the Worksheet shows that the Noncustodial Parent is paying same, in which event, the Noncustodial Parent shall pay the child care costs to the provider.

7. Health Insurance Availability. *[Check (a), (b) or (c) and complete.]*

_____ (a) Health insurance for the children is available at a reasonable cost to _____ through _____. As long as health insurance remains available to such parent at a reasonable cost, such parent shall maintain such insurance on all the children.

_____ (b) Health insurance for the children is available at no cost to _____ through _____. As long as such health insurance remains available to such parent, such parent shall maintain such insurance on all the children. If health insurance ceases to be available at no cost, but becomes available to either parent at a reasonable cost, such parent shall maintain health insurance on all the children. The premiums for such insurance shall be paid by the parties in the same percentages and in the same manner as uninsured health care expenses are required to be paid hereunder. (other than Medicaid or PeachCare for Kids)

_____ (c) [Only Medicaid or PeachCare for Kids available.] Health insurance for the children is not available to either party at a reasonable cost at this time, except Medicaid or PeachCare for Kids. The Custodial Parent shall maintain Medicaid or PeachCare for Kids on the children. If health insurance for the children later becomes available to either parent at a reasonable cost, such parent shall maintain health insurance on all the children. The premiums for such insurance shall be paid by the parties in the same percentages and in the same manner as uninsured health care expenses are required to be paid hereunder.

_____ (d) [No health insurance available.] Health insurance (including Medicaid and PeachCare for Kids) for the children is not available to either party at a reasonable cost at this time. If health insurance (including Medicaid or PeachCare for Kids) for the children later becomes available to either parent at a reasonable cost, such parent shall maintain health insurance on all the children.

The premiums for such insurance shall be paid by the parties in the same percentages and in the same manner as uninsured health care expenses are required to be paid hereunder.

8. Health Insurance Premiums. If there are allowed Health Insurance premiums, the amount thereof is shown on the Worksheet. Each parent's pro rata share and the amount actually paid by each parent are shown on the Worksheet. The proportionate amount for each parent has been added to such parent's share of the Basic Child Support Obligation. The amount actually paid by each parent has been deducted from such parent's share of the Basic Child Support Obligation. The amount resulting from the foregoing process is the parent's share of the Presumptive Amount of Child Support, unless there is an adjustment for Work Related Child Care Costs.

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. All money received by either party for claims shall be paid within five days after receipt to the other party (if the other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

10. Uninsured Health Care Expenses.

a) Plaintiff shall pay ____% and Defendant shall pay ____% of all uninsured health care expenses incurred for the child. "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 unless the incurring party shows good cause for the delay to the Court.

b) Should either party receive a total or partial refund or other reimbursement of any uninsured health care expense of the child that has been contributed to by the other party, the party receiving the refund or other reimbursement shall notify the other party within 5 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 (a) or (b).]*

_____ (a) None of the Deviations permitted by OCGA § 19-6-15 applies in this case.

_____ (b) One or more of the Deviations permitted by OCGA § 19-6-15 apply in this case.

12. Deviations other than Low Income: *[If there are Deviations other than low income, check (a) or (b). If (b) is selected, each part must be completed.]*

_____ (a) The Worksheet sets forth the reasons for the Deviation(s), how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, how the best interest of the children is served by the Deviation(s), and that the Deviation(s) will not seriously impair the ability of Custodial Parent to maintain minimally adequate housing, food and clothing for the children and to provide other basic necessities. *[Use this paragraph if Schedule E, Sections B, C & D are completed. Do not use this paragraph if the only Deviation is the Low Income Deviation.]*

_____ (b) Deviation(s) should be allowed for _____.

The application of the Presumptive Amount of Child Support would be unjust and inappropriate without the above Deviation(s) because _____.

_____ The Deviation(s) will serve the best interest of the children because _____.

_____ The Deviation(s) will not seriously impair the ability of the Custodial Parent to maintain minimally adequate housing, food, and clothing for the children and to provide other basic necessities. *[Use this paragraph if Schedule E, Sections B, C & D are not completed. Do not use this paragraph if the only Deviation is the Low Income Deviation.]*

Each Deviation shown on the Worksheet or set forth above is justified. Consideration has been given to all includable income of each parent, all reasonable expenses of each parent, and the financial impact of each Deviation upon each parent. The Presumptive Amount of Child Support that would have been required by OCGA § 19-6-15 if no Deviations had been applied is shown on the Worksheet.

13. Low Income Deviation. *If a Low Income Deviation is shown on the Worksheet, the Noncustodial Parent has demonstrated no earning capacity or that his or her pro rata share of the*

presumptive amount of child support would create an extreme economic hardship for such parent. The court weighed the income and all attributable and excluded sources of income, assets, and benefits and all reasonable expenses of each parent, the relative hardship that a reduction in the amount of child support paid to the Custodial Parent would have on the Custodial Parent's household, the needs of each parent, the needs of the child for whom child support is being determined, and the ability of the Noncustodial Parent to pay child support. The court has granted a downward deviation to attain an appropriate award of child support which is consistent with the best interest of the child. This Deviation will not seriously impair the ability of the Custodial Parent to maintain minimally adequate housing, food, and clothing for the children and to provide other basic necessities. This Deviation is in the best interest of the children because it will facilitate the Noncustodial Parent's ability to maintain a standard of living which will promote the parent-child relationship.

14. Qualified Child Adjustment. *If a Qualified Child adjustment to Gross Income is shown on the Worksheet*, the adjustment was permitted because the parent receiving it has one or more children living in the parent's home who satisfy the requirements therefor, and failure to allow the adjustment would cause substantial hardship to the parent. Such adjustment is in the best interest of the children for whom child support is being awarded because it provides more funds available to the parent to maintain an acceptable standard of living.

15. 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.

16. Parenting Time. The amount of the Noncustodial Parent's parenting time provided by the Child Support Order is approximately: *[Check (a), (b) and/or (c), as applicable.]*

_____ (a) Parenting Plan A. -- approximately 95 days and 38 afternoons per year.

_____ (b) Parenting Plan B -- approximately 65-90 days per year, depending upon the amount of summer visitation granted.

_____ (c) _____ *[Number of days, afternoons, etc.]*

17. Continuing Garnishment for Child Support. Whenever, in violation of the terms of the 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.

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

_____ (a) There is good cause, or 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 OCGA § 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 OCGA § 19-6-32 (f).

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

19. Emancipation. Child support has been determined for _____ children in this case. When the number of children for whom child support is owed decreases, the amount of support shall decrease as follows:

When there are only *three* children for whom child support is owed, the Noncustodial Parent shall pay child support of \$_____ per month beginning on the due date of the next child support payment.

When there are only *two* children for whom child support is owed, the Noncustodial Parent shall pay child support of \$_____ per month beginning on the due date of the next child support payment.

When there is only *one* child for whom child support is owed, the Noncustodial Parent shall pay child support of \$_____ per month beginning on the due date of the next child support payment.

The foregoing is not intended to restrict either parent's right to seek a modification of child support under applicable law.

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

21. **Incorporation into Judgment.** It is contemplated that this child support addendum will be incorporated into a judgment 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

The parties hereby agree to the terms of this Child Support Addendum. If signed by a party, the party affirms that the information he/she has provided in connection with the preparation of this addendum is true and correct. If signed by an attorney, the attorney certifies that this addendum accurately represents information obtained from his/her client which is believed to be true and correct. *[This paragraph may be deleted if not signed by or on behalf of both parties.]*

This _____ day of _____, 20____.

Plaintiff's or Plaintiff's Attorney

Defendant's or Defendant's Attorney