The Family Court of the State of Delaware

In and For [ ]  New Castle [ ]  Kent [ ]  Sussex County

**CONSENT SUPPORT ORDER**

**[ ]  Permanent [ ]  Interim**

|  |  |  |  |
| --- | --- | --- | --- |
| *Petitioner /* *[ ]  Obligor* | *v. Respondent* **/** *[ ]  Obligor* | FILE # |  |
|       |       |  |
|       |       | PET # |  |
|       |       |  |
|       |       | TYPE | **Modification**      |
| DOB:       | DOB:       |  |
| Attorney:       | Attorney:       | DCSS # |       |
| Employer:       | Employer:       | OS # |       |
|       |       | [ ]  | IV-D |
| EIN:       | EIN:       | [ ]  | Non IV-D |

In the interest of

|  |  |
| --- | --- |
|       DOB:       |       DOB:       |
|       DOB:       |       DOB:       |

Attendance: Petitioner [ ]  present [ ]  Attorney [ ]  telephone [ ]  video [ ]  attendance not required [ ]  failed to appear

 Respondent [ ]  present [ ]  Attorney [ ]  telephone [ ]  video [ ]  attendance not required [ ]  failed to appear

On      /     /      after a mediation conference the parties agreed:

1. Obligor is currently under an order of support entered      /     /      to pay $     \_\_\_\_\_\_\_ every     \_\_\_\_\_\_\_.

2. [ ]  Upon a proven substantial change of circumstance (or) [ ]  Upon the passage of not less than two and one-half years, the current support obligation is modified effective      /     /      to $     \_\_\_\_\_\_ per month based on:

 [ ]  Delaware Child Support Calculation(s) dated      /     /     , attached and incorporated by reference.

 [ ]  Deviation from Child Support Formula calculation (See discussion.).

 [ ]  The current support obligation is revoked effective      /     /      because all of the children of the order:

 [ ]  Have reached their 18th birthday and do not attend high school; or have reached their 19th birthday;

 [ ]  No longer are in the primary or shared placement of the child support recipient; or

 [ ]  Other

3. [ ]  Based on the evidence presented, Obligor [ ]  is [ ]  is not found in contempt because:

 [ ]  Has given no adequate excuse for failure to work and pay as ordered. [ ]  Working for periods of time without paying.

 [ ]  Not reported changes of address, employment, or health insurance. [ ]  Petitioner is not seeking contempt.

 [ ]  Other:

 [ ]  Arrears are reduced to a judgment that may be filed with the Prothonotary and entered in the Judgment Docket of the Superior Court thus operating as a lien pursuant to 10 Del. C. §4733.

 [ ]  Obligor shall pay a lump sum of $      on arrears by       .

4. Obligor has a [ ]  back support obligation (or) [ ]  credit as of      /     /     , of $

 [ ]  as set by the court (See discussion.). [ ]  as agreed by the parties. [ ]  to be calculated by DCSS.

5. Total payment is $       every month payable to [ ]  DCSS [ ]

 Total includes:       current support

       arrears/retroactive (includes medical support of $      as of      /     /     )

       genetic test costs (Balance: $      as of       )

6. [ ]  Income attachment is ordered and will issue payable to DCSS. Until the income attachment takes effect, or at any time full payment is not secured by income attachment, Obligor shall make payment to **DCSS at P.O. Box 12831, Wilmington DE 19850**. The currently applicable consumer credit protection limit when obligor is employed is [ ]  50 [ ]  55 [ ]  60 [ ]  65%.

[ ]  The issuance of income attachment shall be stayed. Payments shall be made directly to      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Attachment, payable to DCSS, shall issue upon the filing of a verified notice of default in payment for seven (7) working days.

7. [ ]  Father, [ ]  Mother, [ ]  The first parent to whom it becomes available at less than 10% of gross income (or) [ ]  Both parents shall provide health insurance covering the child(ren) when available and shall provide all necessary documents to allow for use of the health insurance whenever the child(ren) is in the other party’s care. A National Medical Support Notice may issue to the employer of any obligated parent for the following coverage:

[ ]  Medical [ ]  Dental [ ]  Vision [ ]  Prescription Drug [ ]  Mental Health [ ]  other:

[ ]  Health insurance coverage is currently offered through a parent’s employer but the policy is either unreasonable in cost or inaccessible by the child(ren).  Therefore neither parent is required at this time to provide health insurance for the child(ren).

[ ]  Whenever a child is without health insurance coverage, each parent has a duty to acquire coverage if it becomes available and the cost to cover the parent and his/her child(ren) is less than 10% of the parent’s gross income.  Neither parent shall cancel ordered coverage regardless of cost without a subsequent order relieving them of the responsibility.

8. All CASH MEDICAL SUPPORT is allocated       % to Father and      % to Mother. CASH MEDICAL SUPPORT means medical expenses for the child(ren) not reimbursed by insurance. All requests for payment of cash medical support must include supporting documentation and payment shall be made within a reasonable time. A petition for contribution to or reimbursement for a medical expense may be brought at any time. However, any right of reimbursement is presumed waived unless a petition for reimbursement is filed with the Court by December 31 of the second year following the date of treatment. This presumption may be rebutted for good cause shown.

9. [ ]  One or more children reside in shared equal placement. If one parent is not equally contributing to shared incidental expenses, the Court may impose any appropriate sanction including, but not limited to, finding that the support formula is rebutted or imposing a current support obligation against the offending parent as if the child resided primarily with the other parent. Shared incidental expenses are defined in Family Court Civil Rule 503(d)(4).

10. [ ]  If the obligated parent becomes incarcerated, current support will on the 181st day of continuous confinement automatically adjust to $75 per month for 1 child, or $110 per month for 2 or more children, pursuant to Family Court Civil Rule 506. However, the adjustment will not occur if the obligated parent has the ability to pay the existing obligation despite being incarcerated. Recognition of the adjustment may be sought by petition or through DCSS with a Notice of the Administrative Adjustment. Release from incarceration shall be ground for subsequent modification.

11. Miscellaneous provisions

[ ]  The parties shall report any changes of drivers license number, address (including incarceration or release from incarceration), telephone number, employer, employer address or telephone number to the Family Court in:

[ ]  New Castle County (302)255-0300

[ ]  Kent County(302)672-1000

[ ]  Sussex County (302)855-7400

[ ]  Pursuant to UIFSA, [ ]  Delaware [ ]        is the tribunal with continuing, exclusive jurisdiction over this obligation.

[ ]  A Delaware Order to pay current support remains in effect until the youngest child has reached 18 and is no longer enrolled in high school, or 19, whichever occurs first. Thereafter payment shall continue in the total amount until any balance is paid.

[ ]  If current support has terminated and/or all back support and arrears has been paid in full, DCSS is authorized to terminate or modify any income attachment. Either party may also file a Motion to revoke, terminate or modify the attachment.

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|  [ ]  The parties shall notify each other in writing of every change in circumstance which might materially affect the Support Order, including change in health insurance coverage. Once per year, either party may initiate an exchange of completed financial reports to which the other party must comply within 30 days. Compliance may be enforced with a Motion to Compel. Exchange should not be initiated within 6 months after the most recent determination of current support or in the calendar year the youngest child turns 17. |
| 12. DISCUSSION / ADDITIONAL TERMS AND CONDITIONS: |
|       |

**The parties hereby waive their right to a Review of a Commissioner’s Order because this order is entered pursuant to their voluntary agreement.**

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|  |  |  |  |  |
| **Petitioner** | **Date** |  | **Respondent** | **Date** |
| SWORN TO and subscribed before me this date,       |  |  |
|  |  |  | **Mediator/Notary Public** |  |
| **So Ordered this Date:**  |  |  |  |  |
|  |  | Print Judge/Commissioner  |  | Judge/Commissioner Signature |

CC: [ ]  PETITIONER [ ]  RESPONDENT [ ]  DCSS [ ]  OVS [ ]  DAG [ ]  O/S AGENCY [ ]  PET. ATT. [ ]  RESP. ATT. [ ]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_