

NOTE: This is only a suggested outline for your stipulation. You should edit, add or modify the language and terms as you find necessary and appropriate. The stipulation must comply with section 413-1(h) of the Family Court Act in order to be valid. You should consult this and all other appropriate sections of the Family Court Act in completing your stipulation.

FAMILY COURT

COUNTY OF ERIE : STATE OF NEW YORK

\*\*\*\*\*

IN THE MATTER OF A PROCEEDING UNDER \*  
ARTICLE \_\_\_ OF THE FAMILY COURT ACT \*

- against -

Petitioner

Respondent

\* STIPULATION OF SETTLEMENT

\* Docket No. \_\_\_\_\_

\*\*\*\*\*

We, the undersigned, each acknowledge that the terms of the stipulation described below are fully understood by us; and that the terms were freely and voluntarily negotiated without force, fraud or duress; and that the stipulation was entered into with the advice of counsel or with ample opportunity to consult with counsel.

We stipulate as follows:

1. The income of the Father is \$ \_\_\_\_\_ per week/month/year [describe how the figure was calculated, e.g., FICA and prior support obligation deducted]. The income of the Mother is \$ \_\_\_\_\_ per week/month/year [describe how the figure was calculated, e.g., FICA and prior support obligation deducted]. The total of these incomes, the combined parental income of the parties, is \$ \_\_\_\_\_ per week/month/year.

2. The parties have \_\_\_ child/ren. His/her/their names(s) and date(s) of birth and social security number(s) is/are as follows: \_\_\_\_\_

3. The Basic Child Support Obligation set forth in the Child Support Standards Act would presumptively result in the correct amount of child support being awarded. That Obligation is the result of the appropriate Child Support Standards Act percentage ( \_\_\_\_\_ %) of the combined parental income. The Obligation as calculated is \$ \_\_\_\_\_ per week/month/year.

4. The Father/Mother is the custodial parent. His/her pro rata share of the Basic Child Support Obligation as set forth above is \_\_\_\_\_ % or \$ \_\_\_\_\_ per week/month/year.

5. The Father/Mother is the non-custodial parent. His/her pro rata share of the Basic Child Support Obligation is \_\_\_\_\_% or \$\_\_\_\_\_ per week/month/year.

6. The parties agree that the non-custodial parent shall pay to the custodial parent the sum of \$\_\_\_\_\_ per week/month/year as and for the current care support of the child/ren of the parties. The parties agree that this payment shall begin on \_\_\_\_\_ and shall be paid [describe how support will be paid, i.e., direct to the custodial parent, through the Support Collection Unit or to the custodial parent by Income Deduction Order]. [NOTE: The Support Collection Unit will not accept a bifurcated order.]

7. [CHOOSE ONE:] The amount of child support agreed to by the parties conforms to the Basic Child Support Obligation and is within the Child Support Standards Act.

**[OR]**

The amount of child support agreed to by the parties deviates from the Basic Child Support Obligation and is outside of the Child Support Standards Act. The parties' reason(s) for deviating from the Basic Child Support Obligation, that is, the reason(s) that the parties agree that the non-custodial parent shall pay an amount of support different from his/her pro rata share of the Basic Child Support Obligation is/are as follows:

**[LIST ALL REASONS; USE STATUTORY CITATIONS]**

8. The parties acknowledge that they have been advised of all pertinent provisions of the Child Support Standards Act. If either party is unrepresented, he/she acknowledges that he/she received a copy of the Child Support Standards Chart promulgated by the Commissioner of Social Services pursuant to the Social Services Law, Section 111-i.

9. The health insurance availability for the parties is as follows:

**a.) Custodial Parent**

- Has health insurance available
  - Through employer/organization
  - Through 3<sup>rd</sup> party
- Does not have health insurance available because it is
  - Not affordable
  - Not geographically accessible
- No health insurance is offered
- Is providing Medicaid/Child Health Plus

b.) **Non-custodial Parent**

- Has health insurance available
  - Through Employer/Organization
  - Through 3<sup>rd</sup> party
- Does not have health insurance available because it's
  - Not affordable
  - Not geographically accessible
- No health insurance is offered

c.) The custodial parent/non-custodial parent agrees that he/she shall enroll/maintain the child in the health insurance coverage that is available to him/her. The name of the provider is \_\_\_\_\_; the policy # is \_\_\_\_\_; This plan contains the following benefits: (medical) (prescription) (dental) (optical).

d.) The family coverage portion of the premium amount is \$\_\_\_\_\_ per week/month/year. The non-custodial parent shall be responsible for the payment of \_\_\_\_\_% of that amount or \$\_\_\_\_\_ per week/month/year and the custodial parent shall be responsible for \_\_\_\_\_% of that amount or \$\_\_\_\_\_ per week/month/year. [describe how the shares of the premium will be paid, e.g., if the non-custodial parent is providing the insurance, the share of the custodial parent of the premium amount is being deducted from the child support obligation of the non-custodial parent; or, if the custodial parent is providing the insurance, the share of the non-custodial parent of the premium amount is being added to the child support obligation of the non-custodial parent].

e.) **Premium Contribution Allocation**

The Allocation between the parties of costs of medical premiums or contributions:

- Is prorated in the same proportion as each party's income is to the combined income.
- Is not prorated in the same proportion as each party's income is to the combined income because that would be unjust or inappropriate for the following reasons: [list reasons and how the parties will share the premium amount of the coverage].

f.) The custodial parent shall enroll/maintain the child in Medicaid/Child Health Plus.

10. All reasonable health-related expenses for the child/ren not covered by insurance shall be paid by the parties on a pro rata basis. The non-custodial parent shall pay \_\_\_\_\_% of such expenses and the custodial parent shall pay \_\_\_\_\_% of such expenses. [If there are specific notice

and reimbursement requirements, set them out here]

11. [Use *only* if applicable.] The child/ren of the parties is/are enrolled in a child-care facility, the cost of which is \$\_\_\_\_\_ per week/month/year. The non-custodial parent shall be responsible for the payment of \_\_\_\_\_% of that amount or \$\_\_\_\_\_ per week/month/year and the custodial parent shall be responsible for \_\_\_\_\_% of that amount or \$\_\_\_\_\_ per week/month/year. [Describe how this obligation will be paid; i.e., direct between the parties, or through the Erie County Support Collection Unit; and describe any specific notice and reimbursements requirements].

12. ADD any other applicable paragraphs here. For example, if there are arrears, set forth the amount, the period of time that this amount covers, how same is to be paid, and whether or not these arrears shall be reduced to Money Judgment by the Court.

13. The parties agree that the above paragraphs represent their full and entire agreement.

14. The parties adopt this stipulation and agree that its terms shall be incorporated/incorporated and not merged into an Order of the Erie County Family Court.

**[SIGNATURES AND ACKNOWLEDGMENTS]**