NORTH CAROLINA                                                 IN THE GENERAL COURT OF JUSTICE

                                                                                    DISTRICT COURT DIVISION

\_\_\_\_\_\_\_\_\_\_\_ COUNTY                                                         \_\_ CVD \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,           )

            Plaintiff,                                  )

             )

                                                            )

            v.                                             )           **QUALIFIED MEDICAL CHILD**

                                                            )                  **SUPPORT ORDER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,           )

      Defendant.                          )

             )

            THIS COURT, having entered a consent order for visitation and child support with the entry of this consent order, such order having incorporated by reference the provisions of this order so as to become part of but not merged into, such order for visitation and child support; and the Court being otherwise fully advised in the premises and the parties having stipulated to the entry of this order without their signatures and pursuant to the signatures of their respective counsel;

            IT IS HEREBY ORDERED and ADJUDGED as follows:

            1.  This consent order is intended to serve as a Qualified Medical Child Support Order (QMCSO) which creates and recognizes the existence of an Alternate Recipients right to, or assigns to an Alternate Recipient the right to, receive benefits for which a Participant or beneficiary is eligible under a group health plan that is governed under the Employee Retirement Income Security Act of 1974 (ERISA).

            2.  Participant Information:  The name, address, social security number, and birthdate of the Plan Participant are:

                        Name:              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                        Address:           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                        S.S. #:              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                        Date of Birth:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

            3.  The Alternate Recipients, and their address, social security numbers, dates of birth, and custodial parent are:

            \_\_\_\_\_, born \_\_\_\_\_,    1988, social security # \_\_\_\_\_\_\_\_\_\_\_\_\_\_;

            \_\_\_\_\_, born \_\_\_\_\_\_\_, 1991, social security # \_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

            \_\_\_\_\_, born \_\_\_\_\_\_\_, 1994, social security # \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The address of the Alternate Recipients is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, North Carolina, and their custodial parent is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the plaintiff.  The Alternate Recipients custodial parent shall have the duty to notify the Plan Administrator, in writing, of any subsequent changes in her mailing address.

            4.  The names of the plans to which this order applies are the \_\_\_\_\_\_\_\_\_\_\_\_ Medical Care Plan and the \_\_\_\_\_ Dental Health Care Plan (hereinafter collectively referred to as Plan).  Further, any other health care plans or health care related benefits options that are now, or in the future, adopted by the Participants employer and elected by the Participant, shall be subject to the terms of this order, as applicable.

            5.  This order is entered pursuant to the authority granted in N.C. Gen. Stat. 50-13.11 and 58-51-120.

            6.  This order relates to the provision for child support with respect to children of a Participant under a group health plan or provides for health benefit coverage to such children as a result of the consent order for custody, visitation, and child support entered into between the Participant and the childrens custodial parent.

            7.  The Participant is currently covered under the Plan specified under paragraph 4 of this order.  Effective as of the date set forth under paragraph 8, the Alternate Recipients shall be entitled to medical and dental plan coverage in accordance with the terms and provision of the Plan, as set forth under paragraph 4 of this order.   Such Alternate Recipients shall be considered dependents of the Participant and shall be enrolled in the same Plan (and benefit options) under which the Participant is currently enrolled.

            8.  Coverage for the Alternate Recipients under the Plan shall become effective on the first day of the month coincident with or next following the date that this order is deemed to be a Qualified Medical Child Support Order by the Plan Administrator without regard to the Plans standard open enrollment season. Upon notice by the Plan Administrator that this order qualifies as a QMCSO, the Participant shall immediately enroll the Alternate Recipients under the Plan effective as of the date specified herein, or if the Participant fails to do so, the Plan Administrator shall enroll the Alternate Recipients under the Plan set forth under paragraph 4 above as dependents of the Participant.

            9.  The Alternate Recipients shall continue coverage under the Plan until the earliest of:

            (a)  The date that the Participant loses his employer sponsored health coverage as a result of his termination of employment, retirement or death; or

            (b)  The date that the Alternate Recipients attain his or her 18th birthday, unless such Alternate Recipient is still in secondary school at the time he or she reaches age eighteen (18), and then, until he or she is graduated, ceases to attend school on a regular basis, or reaches the age of twenty (20) whichever first occurs; or

            (c)  The date that the employer no longer offers dependent health care coverage to any of its employees.

            10.  The costs associated with providing the Alternate Recipients with health care coverage under the terms of this order shall be borne solely by the Participant.

            11.  This order is not intended, and shall not be construed in such a manner as to require the Plan:

            (a)  To provide any type or form of benefit not otherwise provided under the terms of the Plan;

            (b)  To provide any benefit option not otherwise provided under the terms of the Plan;

            (c)  To provide any reimbursements in excess of those required under the terms of the Plan; except to the extent necessary to meet the requirements of the law relating to medical child support described in Section 1908 of the Social Security Act.

            12.  All benefit payments or reimbursements made on behalf of the Alternate Recipients under the terms of the Plan shall be conditioned on the certification by the Alternate Recipients and the Participant through the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary determination of benefits payable herein.

            13.  It is the intention of the parties that this QMCSO continues to qualify as a QMCSO under Section 609 of ERISA, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of this order as benefits become payable hereunder.

            14.  Any payment for benefits made by the Plan pursuant to the terms of this order, that are in reimbursement for expenses previously paid to a health care provided by the Alternate Recipients custodial parent, shall be made directly to the Alternate Recipients custodial parent.

            15.  In the event that the Plan inadvertently pays to the Participant or inadvertently reimburses the Participant for any of the Alternate Recipients health care expenses that have already been paid for by the Alternate Recipients custodial parent, then the Participant shall immediately reimburse the Alternate Recipients custodial parent any amount so received within ten (10) days of such inadvertent payments or reimbursements.

            16.  This Court shall retain jurisdiction with respect to this order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.  The Alternate Recipients hereby designate their custodial parent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as their representative to receive copies of notices, documents and/or forms relative to such Alternate Recipients coverage under the Plan.  All such notices, documents, and/or forms, including but not limited to, summary plan descriptions, claim forms, explanation of benefits (EOBs), and annual enrollment forms, shall be sent to the attention of the custodial parent as designated above and at the address set forth under paragraph 3 of this order.

            17.  On the date that the Alternate Recipient loses his or her health care coverage in accordance with paragraph 9, as applicable, such Alternate Recipient shall be entitled to all the rights and privileges afforded to dependent qualifying beneficiaries under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), as amended, with respect to the continuation of health care coverage for such qualifying beneficiaries.

            18.  The Participant shall keep the Alternate Recipients and their custodial parent informed of any changes in his plan of coverage or policy maintained by the Participants employer and whether the Participant becomes enrolled in any other insurance made available through the employer or any other provider of group health insurance.  The Participant shall notify the Alternate Recipients and the custodial parent of such Alternate Recipients, in writing, within ten (10) days following such change in Plan coverage.

            19.  In the event that the Participants employer determines that no coverage is available for the Alternate Recipients or that the employer does not offer family coverage to any of its employees, then the employer shall, within twenty one (21) days after receipt of this order, return it to the attorney or person who initiated this order, with a written explanation describing why no coverage is available.

            This the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_.

                                                                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                                                        Honorable \_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                                                       Chief District Court Judge

CONSENTED TO AND AGREED UPON:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Plaintiff

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Defendant