

## EXHIBIT B-2

### Health Insurance

#### **(At Time of Divorce, One Parent Provides Insurance and Other Parent Pays)**

In this order and this Exhibit, [*CHECK ONE*]  Petitioner  Respondent is the Insurance Obligor, the person who is required to pay for health insurance for the children.

In this order and this Exhibit, [*CHECK ONE*]  Petitioner  Respondent is the Insurance Oblige.

1. Insurance Obligor's Responsibility - It is the intent and purpose of this decree that Insurance Obligor shall, at all times, provide and pay for health insurance for the children. The Court finds, however, the Insurance Oblige currently provides the health insurance for the children at a cost of \$\_\_\_\_\_ per month, and that reimbursement to Insurance Oblige for the cost of insuring the children is included in the \$\_\_\_\_\_ monthly child support that Insurance Obligor is ordered to pay in this Final Decree of Divorce. IT IS THEREFORE ORDERED that, as additional child support, Insurance Obligor shall reimburse Insurance Oblige \$\_\_\_\_\_ per month for the cost of the children's monthly health insurance premium (said \$\_\_\_\_\_ reimbursement amount being included in Insurance Obligor's \$\_\_\_\_\_ monthly child support amount), with the first payment being due and payable on the first day of the first month immediately following the date that this decree is signed, and a like payment being due and payable on the first day of each month thereafter for so long as child support is payable under the terms of this decree. In the event, however, that the health insurance currently insuring the children should no longer be available to Insurance Oblige through Insurance Oblige's employment, IT IS ORDERED that Insurance Obligor shall provide health insurance for the parties' children through (a) coverage available through Insurance Obligor's employment, (b) the purchase and maintenance of health insurance coverage as set out below, or (c) conversion (at a later date) of health insurance covering the children.

2. Definitions - "Health insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services and may be provided through a health maintenance organization or other private or public organization.

"Through employment" means through the party's employment or membership in a union, trade association, or other organization.

3. Insurance through Insurance Obligor's Employment – If health insurance is no longer available for the children to Insurance Oblige through Insurance Oblige's employment but is available to Insurance Obligor for the children through Insurance Obligor's employment or through such health insurance plan as is available through other employment or other insurance provider, Insurance Obligor shall purchase and maintain at all times in full force and effect, at Insurance Obligor's sole cost and expense, health insurance coverage that is at least equivalent to the health insurance now insuring the parties' children through Insurance Oblige's employment.

4. Conversion of Policy - IT IS ORDERED that if the party through whose employment health insurance has been provided for the children is leaving that employment or for any other reason health insurance will not be available for the children through the employment of either party, the party leaving employment or losing coverage shall, within ten (10) days of termination of his or her employment or coverage, convert the policy to individual coverage for the children in an amount equal to or exceeding the coverage at the time his or her employment or coverage is terminated. Further, if that health insurance was available through Insurance Oblige's employment, Insurance Obligor shall reimburse Insurance Oblige for the cost of the converted policy.

5. If Policy Not Convertible - If the health insurance policy covering the children is not convertible and if no health insurance is available for the children through the employment of either party, IT IS ORDERED that Insurance Obligor shall purchase and maintain, at Insurance Obligor's sole cost and expense, health insurance coverage for the children. Insurance Obligor is ORDERED to provide verification of the purchase of the insurance to Insurance Oblige at Insurance Oblige's last known address, including the insurance certificate number and the plan summary, no later than seven (7) days following the issuance of the policy.

6. Claim Forms - Except as provided in paragraph 8 below, the party who is not carrying the health insurance policy covering the children is ORDERED to submit to the party carrying the policy, within ten (10) days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the children.

The party who is carrying the health insurance policy covering the children is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of a child to the insurance carrier within ten (10) days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

7. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by the party carrying the health insurance policy covering the children from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the children shall belong to the party who incurred and paid those expenses. IT IS FURTHER ORDERED that the party carrying the policy is designated a constructive trustee to receive any insurance checks or payments for health-care expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits, to the other party within three (3) days of receiving them.

8. Filing by Party Not Carrying Insurance - In accordance with article 3.51-13 of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the children may, at that party's option, file directly with the insurance carrier with whom coverage is provided for the benefit of the children any claims for health-care expenses, including, but not limited to, medical, hospitalization, and dental costs. Further, for the sole purpose of article 3.51-13 of the Texas Insurance Code, the party who is not carrying the health insurance policy is designated the managing conservator of the children.

9. Secondary Coverage - IT IS ORDERED that nothing in this decree shall prevent either party from providing secondary health and/or dental insurance coverage for the children at that party's sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health insurance and/or dental insurance coverage for the children, both parties shall cooperate fully with

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regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the children and to ensure that the party who pays for health-care and/or dental-care expenses for the children is reimbursed for the payment.

10. Uninsured Expenses – Respondent is ORDERED to pay 50 percent and Petitioner is ORDERED to pay 50 percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children, including, without limitation, the yearly deductible and medical, prescription drug, psychiatric, psychological, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

11. Payment of Uninsured Expenses - IT IS ORDERED that the party who pays for a health-care and/or dental-care expense on behalf of the children shall submit to the other party, within ten (10) days of receiving them, all forms, receipts, incurs on behalf of the children. IT IS FURTHER ORDERED that, within ten (10) days after the nonpaying party receives the forms, receipts, bills, or statements, that party shall pay his or her share of the uninsured portion of the health-care and/or dental-care expenses either by paying the health-care or dental-care provider directly or by reimbursing the paying party for any advance payment exceeding the paying party's share of the expenses.

12. Exclusions - The provisions above concerning uninsured expenses shall not be interpreted to include expenses for psychological testing, travel to and from the health-care provider, or nonprescription medication.

13. Reasonableness of Charges - IT IS ORDERED that reasonableness of the charges for health-care and/or dental-care expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health and/or dental insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise provided herein.

14. Information Required - IT IS ORDERED that a party providing health and/or dental insurance shall furnish to the other party and to the local domestic relations office the following information no later than the thirtieth day (30<sup>th</sup>) after the date the notice of the rendition of this decree is received:

- (a) the Social Security number of the party providing insurance;
- (b) the name and address of the employer of the party providing insurance;
- (c) whether the employer is self-insured or has health insurance available;
- (d) proof that health insurance has been provided for the children; and
- (e) the name of the health insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim.

IT IS FURTHER ORDERED that any party carrying health insurance on the children shall furnish to the other party a copy of any renewals or changes to the policy no later than the fifteenth day after the renewal or change is received.

IT IS FURTHER ORDERED that a party providing health insurance shall provide to the other party and to the local domestic relations office any additional information regarding health insurance coverage that becomes available to the party providing insurance. IT IS FURTHER ORDERED that the information shall be provided no later than the fifteenth day after the date the information is received.

15. Order to Employer Entered - On this date an "Employer's Order to Withhold from Earnings for Child Support" and a "Medical Child-Support Order" were entered by the Court. For the purpose of section 1169 of title 29 of the United States Code, the party not carrying the health insurance policy is designated the custodial parent and alternate recipient's representative.

16. Termination or Lapse of Insurance - If the health insurance coverage for the children lapses or terminates, the party who is providing the insurance is ORDERED to notify the other party no later than the fifteenth day after the date of termination or lapse. If additional health insurance is available or becomes available to Insurance Obligor for the children, Insurance Obligor must notify Insurance Obligee and the local domestic relations office no later than the fifteenth day after the date the insurance becomes available. Insurance Obligor must enroll the child in a health insurance plan at the next available enrollment period.

17. Place of Transmittal - IT IS ORDERED that all bills, invoices, statements, claims, explanations of benefits, insurance policies, medical insurance identification cards, other documents, and written notices, as well as payments, required to be transmitted by one party to the other under the health-care coverage and health insurance provisions of this decree shall be transmitted by the sending party to the residence of the receiving party.

18. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAS BEEN PROVIDED.