



This document contains helpful language attorneys and/or DComply customers may consider when drafting a written agreement or Court Order. All highlighted portions denote areas that should be customized to account for the circumstances of a particular situation.

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POTENTIAL GENERAL PROVISION INCORPORATING DCOMPLY

1. **DComply:** The parties shall use the DComply mobile app to satisfy the expenses delineated in Paragraphs 2 (child support), 3 (extracurricular activities), 4 (work-related childcare), and 5 (unreimbursed medical expenses) of this Agreement/Order.
 - a. **Account Registration:** Within ten (10) days of this Agreement/Order, Mother/Father/Plaintiff/Defendant shall download the DComply mobile app on his/her smartphone and create a DComply account within the mobile app. Within ten (10) days thereafter, the other party shall accept the text message notification or email invitation and download the mobile app to complete the registration process. Both parties shall register for the DComply account that includes the export/generating reports feature. Each party shall be solely responsible for the cost he/she individually incurred to register for the DComply account.
 - b. **Reimbursements:** A party who incurred a shared expense for the child/ren in accordance with Paragraphs 2, 3, 4, and 5 shall submit a reimbursement request through the DComply app within thirty (30) days of paying the expense. The



reimbursement request must include a receipt or other documentation indicating proof of the cost incurred and payment made by the paying party. Within thirty (30) days of the reimbursement request, the other party must reimburse the paying party through the DComply app.

c. Dispute Process:

- i. Should either party seek to dispute an expense, the disputing party must do so in the DComply mobile app within thirty (30) days the reimbursement request was made. The disputing party must offer an explanation in his/her dispute submission.
- ii. Within ten (10) days of the dispute notification in Paragraph 1(c)(i), the paying party must respond by offering an additional explanation or documentation for the disputing party to review.
- iii. Within ten (10) days of the paying party's response in Paragraph 1(c)(ii), the disputing party must choose whether to pay or "document" the dispute. If the disputing party "documents" the dispute in the app, he/she must offer a final explanation for non-payment.
- iv. If a party fails to timely respond to a dispute per Paragraph 1(c)(ii) or (iii), it shall be deemed as the non-responding party's agreement with the other's dispute or explanation.
- v. If a court finds either party unreasonably invoked the DComply dispute process or unreasonably requested reimbursement for an expense not covered within this Agreement/Order, the court shall Order the faulting party to be 100% responsible for the expense as well as reasonable attorney fees and court costs incurred by the non-faulting party.

- d. **Waiver of Reimbursement / Dispute Process:** The failure to submit a reimbursement request within thirty (30) days of incurring the expense shall constitute of waiver of seeking contribution from the other party for that expense. Likewise, the failure to initiate the dispute process within thirty (30) days of a reimbursement request per Paragraph 1(c)(i) shall be deemed as an acceptance that the reimbursement request is appropriate.

POTENTIAL CHILD SUPPORT PROVISION INCORPORATING DCOMPLY

2. **Child Support:** Beginning [date], the Mother/Father/Plaintiff/Defendant shall pay child support to the other party in the amount of \$_____ per week/month for the unemancipated child/ren. Child Support shall be paid utilizing the DComply app described within Paragraph 1. All child support payments shall be submitted by the payor [every Friday, every other Friday, or on the 1st and 15th of each month] in the amount of \$_____. The child support payor shall utilize the autopay feature in the DComply mobile app to ensure timely submission of child support payments.



POTENTIAL EXTRACURRICULAR ACTIVITY PROVISION INCORPORATING DCOMPLY

3. **Payment of Extracurricular Activities:** The parties shall confer and agree in advance with respect to the child/ren's participation in extracurricular activities. The cost of agreed-upon extracurricular activities for the child/ren shall be shared by the parties on a ___/___ basis, with _____ being responsible for ___% and _____ being responsible for ___%. The parties shall take into consideration the child/ren's preferences and previous activities before scheduling extracurricular activities for the child/ren. Consent shall not be unreasonably withheld. Extracurricular activities shall also include the cost of uniforms, equipment (including but not limited to specialty footwear and instruments), school trips, lessons, tutors, additional education costs, clubs, school dances, school supplies, and [insert other agreed-upon extracurricular expenses here]. The cost of all agreed-upon extracurricular activities shall be paid utilizing the DComply mobile app in accordance with Paragraph 1.

**POTENTIAL WORK-RELATED CHILDCARE COST PROVISION
INCORPORATING DCOMPLY**

4. **Payment of Work-Related Childcare:** The child/ren currently attend[s] daycare on a full-time basis. The cost of the current and any future agreed-upon work-related childcare for the child/ren shall be shared by the parties on a ___/___ basis, with _____ being responsible for ___% and _____ being responsible for ___%. The _____ shall advance 100% payment for the work-related childcare to the childcare provider. _____ shall reimburse _____ his/her ___% share via the DComply mobile app in accordance with Paragraph ____.

**POTENTIAL UNREIMBURSED MEDICAL EXPENSE
PROVISION INCORPORATING DCOMPLY
IN ACCORDANCE WITH THE NEW JERSEY CHILD SUPPORT GUIDELINES**

5. **Payment of Unreimbursed Medical Expenses:** All unreimbursed medical expenses incurred for the child/ren shall be recorded and paid utilizing the DComply mobile app in accordance with Paragraph 1.
- a. **Up to \$250 per child, per year:** In accordance with the New Jersey Child Support Guidelines, the child support recipient shall be responsible for the first \$250 in unreimbursed medical expenses per child, per year beginning [date].
- i. If the child support recipient pays an unreimbursed medical expense prior to reaching the \$250 threshold (per child, per year), he/she shall send notification of the expense to the other party utilizing the DComply app. When submitting the expense in DComply, the child support recipient shall adjust the other party's percentage responsibility in the request to 0%.
 - ii. If the child support payor pays an unreimbursed medical expense prior to the other party reaching the \$250 threshold (per child, per year), he/she shall seek

reimbursement from the other party via the DComply app. When submitting the expense in DComply, the child support payor shall adjust the other party's percentage responsibility in the request to 100%.

- b. After \$250 per child, per year:** After the annual \$250 threshold for a child is reached, the parties shall share the unreimbursed medical expenses for that child on a ___/___ basis, with _____ being responsible for ___% and _____ being responsible for ___%.
- c. Definition of Unreimbursed Medical Expenses:** Unreimbursed medical expenses shall include any deductible expense incurred on behalf of the child/ren and any copayment necessary at the time of an office visit. The obligation of the parties shall include any psychiatric, psychotherapy, psychological, eye care, orthodonture, or dental expenses, provided the notice/consent provisions of Paragraph 5(d) and (e) concerning "extraordinary unreimbursed medical expenses" and in-network providers have been obeyed.
- d. Extraordinary Unreimbursed Medical Expenses:** Except in cases of an emergency, neither party shall incur an "extraordinary unreimbursed medical expense" on behalf of the child/ren without first obtaining consent of the other party and giving the other party a reasonable opportunity (no longer than fourteen days) to investigate the necessity of the treatment and the reasonableness of the proposed cost thereof. For the purposes of this Agreement/Order, an extraordinary unreimbursed medical expense shall be defined as any appointment, consultation or treatment costing in excess of \$250.
- e. In-Network Providers:** Except in cases of an emergency or unless the parties agree otherwise, the parties must utilize in-network providers for the child/ren. A party may only utilize an out-of-network provider if an in-network provider specializing in a medically-necessary treatment for the child is not located within _____ minutes of either party's residence. A party seeking to utilize an out-of-network provider shall inform the other party in writing prior to incurring the expense. The other party shall have a reasonable opportunity (no longer than fourteen days) to investigate the medical necessity of the treatment and the availability of in-network providers. Failure of the investigating party to respond in writing within fourteen (14) days shall constitute an acceptance to share in the unreimbursed medical expenses incurred with the out-of-network provider. Should the investigating party disagree with utilizing the out-of-network provider within the fourteen-day window and the other party nonetheless incurs the expense with the out-of-network provider, the paying party shall submit the expense through the DComply dispute process in accordance with Paragraph 1(c).
- f. Insurance Claims/Reimbursement:**
- i.** As set forth in within this Paragraph 5, all unreimbursed medical expenses shall be paid through DComply in accordance with Paragraph 1. Thereafter, both parties shall cooperate in submitting all appropriate claims to the insurance provider. All claims with the insurance provider shall be submitted within thirty (30) days of the expense being paid. Neither party shall refuse to reimburse the other party by reason of a claim not yet being submitted to the insurance company.
 - ii.** The party submitting the claim shall keep the other party apprised of the claim status and provide a copy of the Explanation of Benefit (EOB) to the non-submitting party within ten (10) days of its receipt.
 - iii.** All insurance payments received shall be split between the parties in accordance with the percentage obligations set forth in Paragraph 5(a) and (b). The party

receiving the insurance payment shall reimburse the other party through DComply within ten (10) days of receiving the EOB. The reimbursing party shall attach the EOB and copy of the insurance check along with its payment in DeComply.

- iv.** In the event an insurance reimbursement is received by a child support recipient who has not reached the \$250 threshold per Paragraph (5)(a), the child support recipient shall contact DComply customer service within thirty (30) days of receiving the reimbursement to ensure all DComply reports accurately reflect the out-of-pocket medical expenses (net of the insurance company's reimbursement) he/she incurred. Any reimbursements owed to the child support payor as a result of this adjustment shall be paid by the child support recipient within ten (10) days via the DeComply app.