

## **Disclaimer**

Please be aware that these forms do not include instructions or legal advice regarding your rights, responsibilities, and legal options.

To be fully informed and get answers to your questions, you should seek the advice of an attorney.

## **Instructions**

Please read these Instructions in their entirety.

You must complete every form provided within the "Scenario" for your particular case.

Please print clearly or type the information on the forms. Do not leave any spaces blank. If you do not know the answer, state "unknown". If it is not applicable, state "N/A". **The Court will not accept incomplete forms for filing.**

A filing fee is required at the time of the filing of each case. This deposit will be used for court costs relating to your case. Court costs in your case may be more or less than the deposit. The court will decide who pays any remaining costs at the end of your case.

The filing fees are as follows:

Divorce - \$450

Answer to Divorce - \$0

Counterclaim for Divorce - \$250

Reply to Counterclaim for Divorce - \$0

Dissolution - \$450

Complaint for Parentage, Allocation of Parental Rights and Responsibilities and Parenting Time - \$450

Post Decree Motions - \$350

- Motion for Change of Parenting Time

- Motion for Change of Child/Medical Support, Tax Exemption, or Other Child-Related Expenses

- Motion for Contempt

- Motion for Change of Parental Rights

If you do not have funds to pay the filing fee, you must complete the "Financial Disclosure/Fee-Waiver Affidavit", found under "Individual Forms". Please note, it is possible that you may still have to pay the court costs in whole or in part, at the end of your case.

## **Request for Service**

You must complete the "Request for Service" in this packet and file with your other court documents. All necessary parties must be served with the court documents you are filing. It is **your** responsibility to make sure that the documents are served upon the other party(ies). You may choose to have the documents served by:

- 1) Certified Mail. If the Certified mail is returned *unclaimed*, you may attempt service by regular mail.
- 2) Personal Service (usually by the county sheriff where the person(s) resides).
- 3) Service by publication, as permitted by the Civil Rules.

***Costs for service will be added to the court costs at the end of your case.***

**YOU MUST PROVIDE THE CLERK OF COURTS THE ORIGINAL AND THREE (3) COPIES OF EACH DOCUMENT THAT YOU FILE IN YOUR CASE. *\*If your case involves children, you must provide Original and four (4) copies of each document.***

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

\_\_\_\_\_  
Name Case No. \_\_\_\_\_  
\_\_\_\_\_  
Street Address Judge \_\_\_\_\_  
\_\_\_\_\_  
City, State and Zip Code Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.  
It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to request a divorce if you and your spouse have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities, and/or a party is pregnant. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COMPLAINT FOR DIVORCE WITH CHILDREN**

Now comes Plaintiff and states as follows:

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing this Complaint.
2. ☐ Plaintiff has been a resident of \_\_\_\_\_ County for at least ninety (90) days immediately before filing this Complaint; OR  
☐ The Defendant resides in \_\_\_\_\_ County where this Complaint is filed.

3. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).

4. ☐ Neither party is pregnant OR ☐ a party is pregnant.

5. *Check all that apply:* (If more space is needed, add additional pages)

☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____

☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____

☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____

6. Military Service:

- ☐ Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.  
☐ Plaintiff and/or ☐ Defendant is an active-duty servicemember of the United States military.

7. Plaintiff is entitled to a divorce from Defendant based upon the following grounds: *(check all that apply)*
- ☐ Plaintiff and Defendant are incompatible.
  - ☐ Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - ☐ Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
  - ☐ Defendant has been willfully absent for one (1) year.
  - ☐ Defendant is guilty of adultery.
  - ☐ Defendant is guilty of extreme cruelty.
  - ☐ Defendant is guilty of fraudulent contract.
  - ☐ Defendant is guilty of gross neglect of duty.
  - ☐ Defendant is guilty of habitual drunkenness.
  - ☐ Defendant is imprisoned in a state or federal correctional institution at the time of filing this Complaint.
  - ☐ Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Plaintiff requests that a divorce be granted from Defendant. Plaintiff further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- ☐ Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - ☐ Defendant be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - ☐ the non-residential parent be granted specific parenting time;
  - ☐ Plaintiff and Defendant be granted shared parenting of the following minor child(ren):  
\_\_\_\_\_  
pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Plaintiff will prepare and file with the Court;
  - ☐ Defendant pay child support, cash medical support, and health care expenses;
  - ☐ Defendant pay spousal support;
  - ☐ Plaintiff be restored to the former name of \_\_\_\_\_;
  - ☐ Defendant pay Plaintiff's attorney fees;
  - ☐ Defendant pay the Court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)



## IN THE COURT OF COMMON PLEAS OF SENECA COUNTY, OHIO

\_\_\_\_\_  
vs

Case No. \_\_\_\_\_

**CLASSIFICATION FORM**

Has this case been previously filed & dismissed? \_\_\_\_\_

If yes, list Case Number and

Judge: \_\_\_\_\_

List any case pending or related case filed in Seneca County Common Pleas Court: \_\_\_\_\_

INDICATE CLASSIFICATION INTO WHICH THIS CASE FALLS:

**A. PROFESSIONAL TORT**

- ☐ Personal Injury
- ☐ Wrongful Death
- ☐ Legal Malpractice
- ☐ Medical Malpractice
- ☐ Other Professional Tort

**B. PRODUCT LIABILITY**

- ☐ Personal Injury
- ☐ Wrongful Death

**C. OTHER TORT**

- ☐ Personal Injury
- ☐ Vehicle Accident
- ☐ Wrongful Death

**D. WORKER'S COMPENSATION**

- ☐ Non-Compliance Employer
- ☐ Appeal

**E. FORECLOSURE**

- ☐ Foreclosure
- ☐ Foreclosure (Taxes)

**F. ADMINISTRATIVE APPEAL**

- ☐ Appeal Civil Service
- ☐ Appeal Motor Vehicle
- ☐ Appeal Unemployment
- ☐ Appeal Liquor
- ☐ Appeal Taxes
- ☐ Appeal Zoning

**H. OTHER CIVIL**

- ☐ Accounting
- ☐ Appropriation
- ☐ Beyond Jurisdiction
- ☐ Breach of Contract
- ☐ Cancel Land Contract
- ☐ Change of Venue
- ☐ Class Action
- ☐ Consumer Sales Act
- ☐ Convey Declared Void
- ☐ Declaratory Judgment
- ☐ Discharge Mechanic's Lien
- ☐ Dissolve Partnership
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Miscellaneous
- ☐ Sale of Real Estate
- ☐ Specific Performance
- ☐ Restraining Order
- ☐ Testimony
- ☐ Civil Stalking Protection Order

**I. DOMESTIC RELATIONS**

- ☐ A. Termination with Children
- ☐ B. Termination without Children
- ☐ C. Dissolution with Children
- ☐ D. Dissolution without Children
- ☐ E. Change of Residential Parent
- ☐ F. Parenting Time Enf./Modification
- ☐ G. Support Enf./Modification
- ☐ H. Domestic Violence
- ☐ I. URESA
- ☐ J. Parentage
- ☐ K. All Other

ATTORNEY'S NAME: \_\_\_\_\_

(PLEASE PRINT NAME)

IN THE COURT OF COMMON PLEAS  
\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

\_\_\_\_\_  
Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Defendant/Petitioner 2

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. This affidavit is used to make complete disclosure of income, expenses, and money owed. It is used to determine child and spousal support. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If you need more space, add additional pages.**

**AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES**

Affidavit of \_\_\_\_\_

Date of marriage \_\_\_\_\_ Date of separation \_\_\_\_\_

**SECTION I – BASIC INFORMATION**

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Date of Birth _____	Date of Birth _____
Social Security Number (Last 4 Digits) _____	Social Security Number (Last 4 Digits) _____
Phone Number _____	Phone Number _____
Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain:     	Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain:     



Education: ( <i>Check highest level achieved</i> ) <input type="checkbox"/> Grade School <input type="checkbox"/> High School <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate	Education: ( <i>Check highest level achieved</i> ) <input type="checkbox"/> Grade School <input type="checkbox"/> High School <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate
Other Technical Certifications:  Active Member of the U.S. Military <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Technical Certifications:  Active Member of the U.S. Military <input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION II – INCOME

	<u><b>Plaintiff/Petitioner 1</b></u>	<u><b>Defendant/Petitioner 2</b></u>
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Employment	_____	_____
Name of Employer	_____	_____
Payroll Address	_____	_____
Payroll City, State, Zip	_____	_____
Scheduled Paychecks Per Year	12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

### A. YEARLY INCOME, OVERTIME, COMMISSIONS, AND BONUSES FOR PAST THREE YEARS

	<u><b>Plaintiff/Petitioner 1</b></u>	Year	<u><b>Defendant/Petitioner 2</b></u>
Base yearly income	\$ _____	3 years ago — 20__	\$ _____
	\$ _____	2 years ago — 20__	\$ _____
	\$ _____	Last year — 20__	\$ _____
Yearly overtime, commissions, and/or bonuses	\$ _____	3 years ago — 20__	\$ _____
	\$ _____	2 years ago — 20__	\$ _____
	\$ _____	Last year — 20__	\$ _____

### B. COMPUTATION OF CURRENT INCOME

	<u><b>Plaintiff/Petitioner 1</b></u>	<u><b>Defendant/Petitioner 2</b></u>
Base Yearly Income	\$ _____	\$ _____
Average yearly overtime, commissions, and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____

Unemployment Compensation	\$ _____	\$ _____
Disability Benefits		
Workers' Compensation		
Social Security		
Other: _____	\$ _____	\$ _____
Retirement Benefits		
Social Security		
Other: _____	\$ _____	\$ _____
Spousal Support Received	\$ _____	\$ _____
Interest and dividend income (source) _____	\$ _____	\$ _____
Other income (type and source)	\$ _____	\$ _____
<b>TOTAL YEARLY INCOME</b>	<b>\$ 0</b> _____	<b>\$ 0</b> _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

### SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS

Minor and/or dependent child(ren) who is/are adopted or born from this marriage or relationship:

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above child(ren):

Plaintiff/Petitioner 1 has \_\_\_\_\_ other minor biological or adopted child(ren).

Defendant/Petitioner 2 has \_\_\_\_\_ other minor biological or adopted child(ren).

There is/are \_\_\_\_\_ adult(s) in your household.

## SECTION IV – EXPENSES

List monthly expenses below for your present household.

### A. MONTHLY HOUSING EXPENSES

Rent or first mortgage (including taxes and insurance)	\$ _____
Second mortgage/equity line of credit	\$ _____
Real estate taxes (if not included above)	\$ _____
Renter or homeowner's insurance (if not included above)	\$ _____
Homeowner or condominium association fee	\$ _____
Utilities	
◦ Electric	\$ _____
◦ Gas, fuel oil, propane	\$ _____
◦ Water and sewer	\$ _____
◦ Telephone and/or cell phone	\$ _____
◦ Trash collection	\$ _____
◦ Cable/satellite television	\$ _____
◦ Internet service	\$ _____
Cleaning	\$ _____
Lawn service and/or snow removal	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY:</b>	
	\$ <u>0</u> _____

### B. OTHER MONTHLY LIVING EXPENSES

Food	
◦ Groceries (including food, paper, cleaning products, toiletries, and other)	\$ _____
◦ Restaurant	\$ _____
Transportation	
◦ Vehicle loan, lease	\$ _____
◦ Vehicle maintenance	\$ _____
◦ Gasoline	\$ _____
◦ Parking, public transportation	\$ _____
Clothing	
◦ Clothes (other than child(ren)'s)	\$ _____

° Dry cleaning and laundry	\$ _____
Personal grooming	
° Hair and nail care	\$ _____
° Other: _____	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b> \$ <u>0</u>	

**C. MONTHLY MINOR CHILD-RELATED EXPENSES**  
(for child(ren) of the marriage or relationship)

Work and/or education-related child care	\$ _____
Other child care	\$ _____
Extraordinary parenting time travel cost	\$ _____
School tuition	\$ _____
School lunches	\$ _____
School supplies	\$ _____
Extracurricular activities and lessons	\$ _____
Clothing	\$ _____
Child(ren)'s allowances	\$ _____
Special and extraordinary needs of child(ren) (not included elsewhere)	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b> \$ <u>0</u>	

**D. MONTHLY INSURANCE PREMIUMS**

Life	\$ _____
Auto	\$ _____
Health	\$ _____
Disability	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b> \$ <u>0</u>	

**E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF**

Mandatory work expenses (union dues, uniforms, or other)	\$ _____
Additional income taxes paid (not deducted from wages)	\$ _____

Tuition	\$ _____
Books, fees, and other	\$ _____
College loan	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY: \$ 0</b>	

**F. MONTHLY HEALTH CARE EXPENSES**  
(not covered by insurance)

Physicians	\$ _____
Dentists and orthodontists	\$ _____
Optometrists and opticians	\$ _____
Prescriptions	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY: \$ 0</b>	

**G. MISCELLANEOUS MONTHLY EXPENSES**

Extraordinary obligations for other minor/handicapped child(ren) [for child(ren) who were not born of this marriage or relationship and were not adopted by these parties]	\$ _____
Child support for child(ren) who were not born of this marriage or relationship and were not adopted by these parties	\$ _____
Expenses paid for adult child(ren) or other dependent(s)	\$ _____
Spousal support paid to former spouse(s)	\$ _____
Subscriptions and books	\$ _____
Charitable contributions	\$ _____
Memberships (associations and clubs)	\$ _____
Travel and vacations	\$ _____
Pets	\$ _____
Gifts	\$ _____
Attorney fees	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY: \$ 0</b>	

**H. MONTHLY INSTALLMENT PAYMENTS INCLUDING BANKRUPTCY PAYMENTS**

*(Do not repeat expenses already listed.)*

Examples: car, credit card, rent-to-own, or cash advance payments

[illegible]

**GRAND TOTAL MONTHLY EXPENSES (Sum of A through H):**    \$0\_\_\_\_\_

## OATH OR AFFIRMATION

*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_  
Your Signature

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_

Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. This affidavit is used to disclose health insurance coverage that is available for children. It is also used to determine child support. It must be filed if there are minor children of the relationship. **If more space is needed, add additional pages.**

HEALTH INSURANCE AFFIDAVIT

Affidavit of \_\_\_\_\_

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Is/are your child(ren) currently enrolled in a low-income program (i.e. Healthy Start/ Medicaid)?

☐ Yes ☐ No

☐ Yes ☐ No

Is/are your child(ren) enrolled in an individual (non-group or COBRA) health insurance plan?

☐ Yes ☐ No

☐ Yes ☐ No

Is/are your children enrolled in a plan found through the exchange/Affordable HealthCare Marketplace?

☐ Yes ☐ No

☐ Yes ☐ No

Is/are your child(ren) enrolled in a health insurance plan through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

If your child(ren) is/are not enrolled, do/does he/she/they have health insurance available through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

Does the available insurance cover primary care services within 30 miles of the children's home?

☐ Yes ☐ No

☐ Yes ☐ No

Under the available insurance, what is the annual premium you pay for family coverage?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Name of group (employer or organization) that provides health insurance

Address

Phone Number

**OATH OR AFFIRMATION**  
*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your Signature

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS**

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)



**IN THE COURT OF COMMON PLEAS**

**DIVISION**

**COUNTY, OHIO**

Plaintiff/Petitioner 1		Case No.	
		Judge	
vs./and		Magistrate	
Defendant/Petitioner 2/Respondent			

**Instructions:** Check local court rules to determine when this form must be filed. By law, this affidavit must be filed and served with any Complaint, Petition or Motion regarding the allocation of parental rights and responsibilities, parenting time, custody, or visitation. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

**PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))**

Affidavit of \_\_\_\_\_

**ONLY CHECK THE FOLLOWING BOX IF YOU BELIEVE THAT THE HEALTH, SAFETY, OR LIBERTY OF YOURSELF OR YOUR CHILD(REN) WOULD BE JEOPARDIZED BY THE DISCLOSURE OF YOUR ADDRESS OR IDENTIFYING INFORMATION. YOU ACKNOWLEDGE THAT THE COURT MAY CONDUCT A HEARING REGARDING THE BASIS FOR YOUR REQUEST.**

☐ Pursuant to R.C. 3127.23(D), I allege that my health, safety, or liberty or that of my child(ren) would be jeopardized by the disclosure of identifying information to my spouse or the public. Therefore, I request that my address be placed under seal. I have marked the corresponding box next to each address I am requesting to be sealed.

**1. (Number): \_\_\_\_\_ Minor child(ren) is/are subject to this case as follows:**

Insert the information requested below for all minor or dependent children of the parties. You must list the residences for all places where the children have lived for the last **FIVE** years.

<b>a. Child's name</b>		<b>Place of birth</b>	<b>Date of birth</b>	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____

<b>b. Child's name</b> _____		<b>Place of birth</b> _____	<b>Date of birth</b> _____	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____

<b>c. Child's name</b> _____		<b>Place of birth</b> _____	<b>Date of birth</b> _____	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____

d. Additional children are listed on Attachment 1(d). (Provide requested information for additional children on an attachment labeled 1(d).)

**2. Participation in custody case(s): (Check only one box)**

- ☐ I **HAVE NOT** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.
- ☐ I **HAVE** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.

Explain: \_\_\_\_\_

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_

- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

**3. Information about custody case(s): (Check only one box)**

- ☐ **I HAVE NO INFORMATION** of any cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning any child subject to this case.
- ☐ **I HAVE THE FOLLOWING INFORMATION** concerning cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning a child subject to this case, other than listed in Paragraph 2.

Explain: \_\_\_\_\_

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

**4. Information about criminal convictions:**

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

**5. Persons not a party to this case: (Check only one box)**

- ☐ **I DO NOT KNOW OF ANY PERSON** not a party to this case who has physical custody claims to have custody or visitation rights with respect to any child subject to this case.
- ☐ **I KNOW THAT THE FOLLOWING NAMED PERSON(S)** not a party to this case has/have physical custody or claim(s) to has/have custody or visitation rights with respect to any child subject to this case.

- a. Name/Address of Person: \_\_\_\_\_  
☐ has physical custody ☐ claims custody rights ☐ claims visitation rights  
 Name of each child: \_\_\_\_\_
- b. Name/Address of Person: \_\_\_\_\_  
☐ has physical custody ☐ claims custody rights ☐ claims visitation rights  
 Name of each child: \_\_\_\_\_
- c. Name/Address of Person: \_\_\_\_\_  
☐ has physical custody ☐ claims custody rights ☐ claims visitation rights  
 Name of each child: \_\_\_\_\_

- I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

*(Do not sign until Notary Public is present)*

\_\_\_\_\_  
Your Signature

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Affix seal here)

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff

vs.

Defendant

Case No.

Judge

Magistrate

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** Check local court rules to determine when this form must be filed. This form is used to request temporary orders in your divorce or legal separation case. After a party serves a Motion and Affidavit, the other party has 14 days to file a Counter Affidavit and serve it on the party who filed the Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **If more space is needed, add additional pages.**

**MOTION AND AFFIDAVIT OR COUNTER AFFIDAVIT  
FOR TEMPORARY ORDERS  
WITHOUT ORAL HEARING**

Check one box below to show whether you are filing a (A) Motion and Affidavit or (B) Counter Affidavit.

☐ **(A) Motion and Affidavit**

\_\_\_\_\_ (name), the Movant, files this Motion and Affidavit under Civ.R. 75(N) and/or under R.C. 3109.043 to request the temporary orders checked here.

Check only those that apply.

\_\_\_\_\_ Residential parenting rights (custody)  
\_\_\_\_\_ Parenting time (companionship or visitation)  
\_\_\_\_\_ Child support  
\_\_\_\_\_ Spousal support (if married)  
\_\_\_\_\_ Payment of debts and/or expenses

THE OTHER PARTY HAS FOURTEEN (14) DAYS FROM THE DATE ON WHICH THIS MOTION IS SERVED TO FILE A COUNTER AFFIDAVIT AND SERVE IT UPON THE PARTY WHO FILED THE MOTION. (See below)

☐ **(B) Counter Affidavit**

Movant files this Counter Affidavit in response to a Motion and Affidavit.

**Complete the following information, whether filing Motion and Affidavit or Counter Affidavit.  
(Check all that apply)**

1. ☐ The parties are living separately.  
Date of separation is \_\_\_\_\_.
- ☐ The parties are living together.
- ☐ The parties have no minor children. (*Skip to number 6*)
- ☐ The parties have (a) minor child(ren) who was/were born from or adopted during this relationship.  
(*List child(ren) here*)

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ In addition to the above child(ren),  
Movant has \_\_\_\_\_ other biological or adopted minor child(ren).  
Other party has \_\_\_\_\_ other biological or adopted minor child(ren).  
There is/are \_\_\_\_\_ adult(s) in Movant's household.

2. Movant's child(ren) attend(s) school in:
- ☐ \_\_\_\_\_ public school district
- ☐ Other: (*Explain*) \_\_\_\_\_
- ☐ All children do not attend school in the same district. (*Explain*) \_\_\_\_\_

3. ☐ Movant requests to be named the temporary residential parent and/or legal custodian of the child(ren): (*Specify child(ren) if request is not for all child(ren)*) \_\_\_\_\_

- ☐ Movant does not object to the other parent or party being named the temporary residential parent and/or legal custodian of the child(ren): (*Specify child(ren) if request is not for all child(ren)*) \_\_\_\_\_

4. ☐ Movant has reached an agreement regarding parenting time (companionship or visitation) with the other parent or party as follows: \_\_\_\_\_

- ☐ Movant wishes to exercise the following parenting time (companionship or visitation):

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- ☐ Movant wishes for the other parent or party to exercise the following parenting time (companionship or visitation):

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- ☐ Movant requests that the other parent or party's parenting time (companionship or visitation) be supervised: *(Explain the reason for request.)*

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Name of an appropriate supervisor

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5. ☐ A Court or agency has made a child support order concerning the child(ren).

Name of Court/Agency

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Date of Order

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SETS No.

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6. Movant requests the Court to order the other parent or party to pay:

- ☐ \$ \_\_\_\_\_ child support per month  
☐ \$ \_\_\_\_\_ spousal support per month (only if married)  
☐ \$ \_\_\_\_\_ attorney fees, expert fees, Court costs  
☐ The following debts and/or expenses:

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- ☐ Other:

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7. ☐ Movant is willing to attend mediation.  
☐ Movant is not willing to attend mediation.

8. ☐ Movant requests the following Court services. (See *local rules of Court* for available services.)

State specific reasons why Court services are required.

Attorney or Self Represented Party Signature

Printed Name

---

Address

City, State, Zip

---

Phone Number

Fax Number

---

E-mail

Supreme Court Reg No. (if any)

## OATH OR AFFIRMATION

*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Signature

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)



**NOTICE OF HEARING**

*(Check with local Court to obtain a hearing date and time and for scheduling procedure)*

You are hereby given notice that this Motion for Temporary Orders will come before the Court for consideration on Affidavits only, without oral testimony, before Judge/Magistrate \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_\_.

**CERTIFICATE OF SERVICE**

*(Check the boxes that apply)*

I delivered a copy of the: ☐ Motion and Affidavit or ☐ Counter Affidavit

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

To: (Print name of other party's attorney or, if there is no attorney, print name of the party)

\_\_\_\_\_

At: (Print address or fax number) \_\_\_\_\_

\_\_\_\_\_

- By:
- ☐ As instructed in the Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) filed with the Clerk of Courts
  - ☐ Regular U.S. Mail
  - ☐ Fax
  - ☐ Hand Delivery
  - ☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used when you want to request documents to be served on the other party. You must indicate the requested method of service by marking the appropriate box.

REQUEST FOR SERVICE

TO THE CLERK OF COURT:

Please serve the following documents on the following parties as I have indicated below:

☐ Defendant/Petitioner at the address shown above.

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of \_\_\_\_\_ County, Ohio for ☐ Personal or ☐ Residence service

☐ Other (specify) \_\_\_\_\_

Supreme Court of Ohio

Uniform Domestic Relations Form – 28

Uniform Juvenile Form – 10

REQUEST FOR SERVICE

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: 7/1/2013

☐ Plaintiff/Petitioner at the address shown above.  
☐ Certified Mail, Return Receipt Requested  
☐ Issuance to Sheriff of \_\_\_\_\_ County, Ohio for ☐ Personal or ☐ Residence service  
☐ Other (specify) \_\_\_\_\_

☐ \_\_\_\_\_ County Child Support Enforcement Agency (provide address below):  
\_\_\_\_\_  
☐ Certified Mail, Return Receipt Requested  
☐ Issuance to Sheriff of \_\_\_\_\_ County, Ohio for ☐ Personal or ☐ Residence service  
☐ Other (specify) \_\_\_\_\_

☐ Other (address): \_\_\_\_\_  
☐ Certified Mail, Return Receipt Requested  
☐ Issuance to Sheriff of \_\_\_\_\_ County, Ohio for ☐ Personal or ☐ Residence service  
☐ Other (specify) \_\_\_\_\_

SPECIAL INSTRUCTIONS TO SHERIFF:

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

\_\_\_\_\_  
Your Signature

**IN THE COURT OF COMMON PLEAS OF SENECA COUNTY, OHIO**

Plaintiff/Petitioner,	:	CASE NO. _____
	:	
-vs/and-	:	JUDGE _____
	:	
Defendant/Respondent/Petitioner.	:	<b>NOTICE OF FILING IN</b>
	:	<b>FAMILY FILE</b>

NOTICE is hereby given that on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, the undersigned has filed the following document(s) to be placed in the family file of  
the above-referenced case:

- |   |   |
|---|---|
| <input type="checkbox"/> Affidavit of Income and Expenses | <input type="checkbox"/> Guardian ad Litem Report           |
| <input type="checkbox"/> Affidavit of Property            | <input type="checkbox"/> Home Investigation Report          |
| <input type="checkbox"/> Health Insurance Affidavit       | <input type="checkbox"/> Psychological Evaluation           |
| <input type="checkbox"/> Health Care Documents            | <input type="checkbox"/> Drug/Alcohol Screens or Assessment |
| <input type="checkbox"/> Asset Appraisal/Evaluation       | <input type="checkbox"/> Juvenile Court Records             |
| <input type="checkbox"/> Patchworks House Reports         | <input type="checkbox"/> Genetic Testing Results            |
| <input type="checkbox"/> Other: _____                     |   |

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Copies to:

- ☐ Plaintiff/Petitioner or Counsel of Record
- ☐ Defendant/Respondent/Petitioner or Counsel of Record
- ☐ Guardian ad Litem
- ☐ Other: \_\_\_\_\_

\_\_\_\_\_

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

_____ Name	Case No. _____
_____ Street Address	Judge _____
_____ City, State and Zip Code	Magistrate _____

Plaintiff

vs.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant

**JUDGMENT ENTRY – DECREE OF DIVORCE WITH CHILDREN**

This matter came on for final hearing on \_\_\_\_\_ before ☐ Judge ☐ Magistrate  
\_\_\_\_\_ upon Plaintiff's Complaint for Divorce with Children filed  
on \_\_\_\_\_ and/or Defendant's Counterclaim filed on \_\_\_\_\_  
and upon the following: \_\_\_\_\_.

**FINDINGS**

Upon a review of the record, testimony, and evidence presented, the Court makes the following findings:

- A. Check all that apply:
- ☐ Defendant was properly served with Summons, a copy of the Complaint, and both parties received Notice of Hearing.
  - ☐ Defendant filed a Waiver of Service.
  - ☐ Defendant filed an Answer to Plaintiff's Complaint.
  - ☐ Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons and a copy of the Complaint.

- ☐ Defendant filed a Counterclaim.
- ☐ Plaintiff filed a Reply to Defendant's Counterclaim.
- ☐ Plaintiff failed to file a Reply to Defendant's Counterclaim.

- B. ☐ Plaintiff was present at the Hearing.  
☐ \_\_\_\_\_ appeared as counsel for Plaintiff.  
☐ Plaintiff failed to appear.  
☐ Defendant was present at the Hearing.  
☐ \_\_\_\_\_ appeared as counsel for Defendant.  
☐ Defendant failed to appear.
- C. Plaintiff was a resident of the State of Ohio for at least six (6) months immediately before the Complaint and/or Counterclaim was/were filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:  
☐ Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.  
☐ Defendant was a resident of this county.  
☐ Venue is proper based upon: \_\_\_\_\_
- E. This Court has jurisdiction and venue is proper to determine all of the issues raised by the pleadings and motions.
- F. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).
- G. The termination of marriage is ☐ the date of Final Hearing or ☐ the date specified:  
\_\_\_\_\_

- H. Children:  
☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

- ☐ The following child(ren) was/were born from or adopted during this marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

- ☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

**Name of Child**

**Date of Birth**

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

- ☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court:

**Name of Child**

**Date of Birth**

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

- ☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

**Name of Child**

**Date of Birth**

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

I. Military Service:

- ☐ Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.  
☐ Plaintiff and/or ☐ Defendant is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.

J. The divorce should be granted on the following ground(s):

- ☐ Plaintiff and Defendant are incompatible.  
☐ Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.  
☐ Plaintiff or ☐ Defendant had a Husband or Wife living at the time of the marriage.  
☐ Plaintiff or ☐ Defendant has been willfully absent for one (1) year.  
☐ Plaintiff or ☐ Defendant is guilty of adultery.  
☐ Plaintiff or ☐ Defendant is guilty of extreme cruelty.  
☐ Plaintiff or ☐ Defendant is guilty of fraudulent contract.  
☐ Plaintiff or ☐ Defendant is guilty of gross neglect of duty.  
☐ Plaintiff or ☐ Defendant is guilty of habitual drunkenness.  
☐ Plaintiff or ☐ Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.  
☐ Plaintiff or ☐ Defendant procured a divorce outside this state by virtue of which ☐ Plaintiff or ☐ Defendant has been released from the obligations of the marriage, while those obligations remain binding on ☐ Plaintiff or ☐ Defendant.

- K. ☐ Plaintiff and/or ☐ Defendant through testimony or affidavit made full and complete disclosure of all marital property, separate property, and any other assets, debts, income, and expenses.

L. The Court finds that:

- ☐ the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.

☐ the parties presented the Court with a written Shared Parenting Plan or Parenting Plan, or read a settlement of all issues involving their parental rights and responsibilities into the record. The ☐ Shared Parenting Plan ☐ Parenting Plan is attached hereto as Exhibit B. The Court finds that the agreed allocation of parental rights and responsibilities is in the minor child(ren)'s best interest and that the parties entered into it knowingly and voluntarily.

☐ a Magistrate's Decision was filed on: \_\_\_\_\_.

☐ no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.

☐ the Court ruled upon all objections to the Magistrate's Decision by a separate Judgment Entry.

☐ the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

The parties have the following marital assets:

Asset	Value





☐ Defendant pay all or part of Plaintiff's attorney fees and litigation expenses as follows:

N. The Court further finds that:

### JUDGMENT

Based upon the findings set forth above, it is, therefore, **ORDERED, ADJUDGED and DECREED** that:

#### FIRST: DIVORCE GRANTED

☐ Plaintiff ☐ Defendant is/are granted a divorce on the grounds set forth above. Both parties are released from the obligations of their marriage except for those obligations listed below or as set forth in the attached ☐ Separation Agreement ☐ Shared Parenting Plan ☐ Parenting Plan ☐ Magistrate's Decision which is incorporated in this Judgment Entry as if fully rewritten and/or ☐ as is set forth herein.

#### SECOND: PROPERTY

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property:

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B. Defendant is awarded the following separate property:

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C. Each party is awarded all of the household goods, furniture, furnishings, and other personal property currently in their respective possession, free and clear of any claim of the other party, except as specifically set forth in Sections D, E, and F below.

D. Plaintiff is awarded the following real estate and items of personal property, free and clear from all claims of Defendant:

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- E. Defendant is awarded the following real estate and items of personal property, free and clear from all claims of Plaintiff:

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- F. Other orders regarding property: \_\_\_\_\_

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- G. The parties shall take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of retirement accounts within thirty (30) days of this Judgment Entry. The Court reserves jurisdiction over the completion, filing, qualification and/or approval of any document necessary to transfer assets.

- H. Other orders regarding transfers: \_\_\_\_\_

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### **THIRD: DEBT**

The parties' debts shall be divided as follows:

- A. Plaintiff shall pay the following debts and hold Defendant harmless from all claims:

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- B. Defendant shall pay the following debts and hold Plaintiff harmless from all claims:

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- C. Bankruptcy  
The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy according to federal law.
- D. Neither party shall incur liabilities against the other party in the future.

#### FOURTH: SPOUSAL SUPPORT

- A. Spousal Support Not Awarded  
☐ Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.
- B. Spousal Support Awarded  
☐ Plaintiff ☐ Defendant shall pay spousal support to ☐ Plaintiff ☐ Defendant in the amount of \$\_\_\_\_\_ per month commencing on \_\_\_\_\_. Spousal support shall continue ☐ for a period of \_\_\_\_\_ months OR ☐ until further order of this Court.
- C. Method of Payment of Spousal Support:  
☐ Spousal support payments shall be made directly to ☐ Plaintiff ☐ Defendant.  
☐ Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County Child Support Enforcement Agency by: ☐ income withholding or ☐ other \_\_\_\_\_.
- D. Termination of Spousal Support  
Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:  
☐ The cohabitation of the person receiving support in a relationship comparable to marriage.  
☐ The remarriage of the person receiving support.  
☐ Other: (specify) \_\_\_\_\_
- E. Reservation of Jurisdiction  
Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).  
  
On other matters involving spousal support: (check all that apply)  
☐ The Court shall retain jurisdiction to modify the amount of the spousal support order.  
☐ The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.  
☐ The Court shall retain jurisdiction to modify the duration of the spousal support order.  
☐ The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.  
☐ The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.
- F. Other orders regarding spousal support:  
\_\_\_\_\_  
\_\_\_\_\_

G. Arrearage or Overpayment

- ☐ Any temporary spousal support arrearage or overpayment shall survive this Judgment Entry.  
☐ Any temporary spousal support arrearage or overpayment shall not survive this Judgment Entry.  
☐ Other: \_\_\_\_\_

**FIFTH: NAME**

☐ \_\_\_\_\_ is restored to the former name of \_\_\_\_\_

**SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES  
(No Shared Parenting Plan or Parenting Plan)**

A. Parental rights and responsibilities shall be allocated as follows:

- ☐ Plaintiff is designated as the residential parent and legal custodian of the following minor child(ren):

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

- ☐ Defendant is designated as the residential parent and legal custodian of the following minor child(ren):

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

- ☐ Each party shall have parenting time with the minor child(ren) who is/are not residing with him/her according to ☐ the parenting time schedule attached hereto and made a part hereof or ☐ other:

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

- ☐ Subject to the Court's continuing jurisdiction, ☐ Plaintiff ☐ Defendant shall not have parenting time with the child(ren) for the following reasons:

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

B. Relocation Notice

Pursuant to R.C. 3109.051(G):

If the residential parent intends to move to a residence other than the residence specified in the Court Order, the parent shall file a notice of intent to relocate with this Court. Except as provided in R.C. 3109.051(G)(2), (3), and (4), the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent,

may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

The obligation under this notice applies to both parents in a Shared Parenting Plan.

☐ The non-residential parent shall inform the Court and other parent in writing of changes in address and telephone, including cellular telephone number, unless otherwise provided by Court Order.

☐ The residential parent shall inform the Court and other parent in writing of changes in address and telephone, including cellular telephone number, unless otherwise provided by Court Order.

The relocation notice must be filed with the Court that granted the divorce and allocated parental rights and responsibilities (*print name and address of Court*):

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Other orders: \_\_\_\_\_

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C. Records Access Notice  
Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), the non-residential parent is entitled access to any record related to the child(ren) to which the residential parent is legally provided access under the same terms and conditions as the residential parent, unless otherwise restricted. Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding records access are as follows:

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D. Day Care Access Notice  
Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, the non-residential parent is entitled access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted to the same extent that the residential parent is granted access to the center, unless otherwise restricted.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding day care access are as follows:

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E. School Activities Access Notice  
Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), the non-residential parent is entitled access to any student activity related to the child(ren) to which the residential parent is legally provided access under the same terms and conditions as the residential parent, unless otherwise restricted. Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding school activities access are as follows:

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**SEVENTH: CHILD SUPPORT**

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective \_\_\_\_\_, 20\_\_\_\_\_.

For purposes of this order:

☐ Plaintiff ☐ Defendant is the child support obligor (*pays support*).

☐ Plaintiff ☐ Defendant is the child support obligee (*receives support*).

The following information is provided in accordance with R.C. 3105.72 and 3121.30:

**SUPPORT OBLIGOR** (pays support):

Name (First, MI, Last):

Social Security Number: xxx-xx-\_\_\_\_\_ (fill in last four digits)

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

**SUPPORT OBLIGEE** (receives support):

Name (First, MI, Last):

Social Security Number: xxx-xx-\_\_\_\_\_ (fill in last four digits)

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

A. Guideline Child Support Amount  
The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$ \_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren), for a total of \$ \_\_\_\_\_ per month. (Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet)

B. Overnight Parenting Time Adjustment  
☐ The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.  
☐ The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation  
☐ Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:  
  
☐ exceeds ninety (90) overnights but is *not* more than 146 overnights (\_\_\_\_\_ overnights).  
  
☐ A deviation is *not* granted.  
☐ The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

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

– OR –

☐ is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).

A deviation is ☐ granted ☐ *not* granted for the following reasons:

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

D. Other Deviation Factors (*if applicable*)  
☐ Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(*Check all that apply*)

☐ Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

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

☐ Other Court ordered payments

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



- ☐ Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Financial resources and the earning ability of the child(ren)
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Benefits that either parent receives from remarriage or sharing living expenses with another person
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Extraordinary work-related expenses incurred by either parent
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen
- \_\_\_\_\_
- \_\_\_\_\_

- ☐ The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who are not subject to the support order

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- ☐ Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated

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- ☐ Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases

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- ☐ Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs

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- ☐ Any other relevant factor: (*specify*)

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- ☐ Extraordinary circumstances associated with shared parenting: (*Only if Shared Parenting is ordered - check all that apply*)

☐ Ability of each parent to maintain adequate housing for the child(ren)

☐ Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses

☐ Any other relevant circumstances: (*specify*)

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E. Monthly Child Support Obligation

The child support obligor (pays support) shall pay child support in the amount of \$\_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren), for a total of \$\_\_\_\_\_ per month, plus two percent (2%) processing charge. (*If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.*)

F. Arrearage or Overpayment

- ☐ Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.

- ☐ Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except those arrearages assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)

All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38 and shall be forwarded to the obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address, and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

**All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.** Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number, and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through OCSPC or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the \_\_\_\_\_ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

*(Check one of the following three boxes)*

☐ The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

– OR –

☐ The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

If withholding from a financial account, the support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address, and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

– OR –

☐ The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address, and telephone number of any new employer.

☐ The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits, or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address, and telephone number of any employer. The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

#### H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

- ☐ The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

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- ☐ The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the \_\_\_\_\_ County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the \_\_\_\_\_ County Child Support Enforcement Agency may be contempt of Court.

**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.**

**IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

**IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.**

## EIGHTH: HEALTH INSURANCE COVERAGE

- A. ☐ Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the \_\_\_\_\_ County Child Support Enforcement Agency when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the \_\_\_\_\_ County Child Support Enforcement Agency and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

- B. ☐ Private Health Insurance Coverage IS available for the minor child(ren).

- ☐ Plaintiff has private health insurance coverage for the minor child(ren);
- ☐ Defendant has private health insurance coverage for the minor child(ren); or
- ☐ Both parents have private health insurance coverage available for the minor child(ren).

### 1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

*(Check one of the following three boxes)*

- ☐ Primary care services are within thirty (30) miles of the child(ren)'s residence.
- ☐ The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- ☐ Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

### 2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent (5%) of the annual income of that person.

*(Check one of the following two sections)*

- ☐ The total cost of private health insurance coverage available to ☐ Plaintiff and/or ☐ Defendant **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- ☐ The total cost of private health insurance coverage available to ☐ Plaintiff and/or ☐ Defendant **exceeds** that parent's Health Insurance Maximum. (*Line 8 Child Support Computation Worksheet*)

(Check one of the three sections below)

- ☐ Both parents agree that ☐ Plaintiff ☐ Defendant or ☐ Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- ☐ Plaintiff ☐ Defendant has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- ☐ It is in the best interest of the child(ren) for ☐ Plaintiff ☐ Defendant to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

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3. Person Required to Provide Private Health Insurance Coverage.

- ☐ Plaintiff ☐ Defendant ☐ Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

(Check one of the following six boxes)

- ☐ The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).  
☐ The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.  
☐ The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.  
☐ The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.  
☐ The child support obligee is a non-parent individual or agency that has no duty to provide medical support.  
☐ Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), ☐ Plaintiff's ☐ Defendant's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

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

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

**NINTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES**

A. Liability for Child(ren)'s Health Care Expenses

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.



The term "health care expense" or "health care records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

**B. Guideline Cash Medical Support Obligation**

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$\_\_\_\_\_. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$\_\_\_\_\_. (*Line 23b Child Support Computation Worksheet*)

The Obligees (receives support) guideline **annual** cash medical support obligation is \$\_\_\_\_\_. (*Line 23b Child Support Computation Worksheet*) The Obligees' cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

**C. Deviation in Cash Medical Support (if applicable)**

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

☐ The same reasons referenced in this document regarding the child support deviation.

**– OR –**

☐ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses**

(Check one of the following two boxes)

☐ The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_ (number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet*)

Plaintiff shall pay \_\_\_\_\_% and Defendant shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceed \$\_\_\_\_\_, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. (*Line 23a Child Support Computation Worksheet*)

– OR –

- ☐ The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_(number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet*)

Obligee's cash medical support obligation is deviated to \$\_\_\_\_\_ per month. (*Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet*) Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff shall pay \_\_\_\_\_% and the Defendant shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceed \$\_\_\_\_\_, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. (*Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet*)

#### TENTH: TAX DEPENDENCY

- A. ☐ Plaintiff shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for ☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long as substantially current in any child support required to be paid as of December 31 of the tax year in question: \_\_\_\_\_.
- ☐ Defendant shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for ☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long as substantially current in any child support required to be paid as of December 31 of the tax year in question: \_\_\_\_\_.
- B. ☐ Other orders regarding tax exemptions: (*specify*) \_\_\_\_\_

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

#### ELEVENTH: OTHER ORDERS

**TWELFTH: TEMPORARY ORDERS**

All temporary orders in this case are terminated.

**THIRTEENTH: PAYMENT OF ATTORNEY FEES AND LITIGATION EXPENSES (*select one*)**

- ☐ Each party shall pay his/her own attorney fees and litigation expenses, if any.
- ☐ Plaintiff shall pay \_\_\_\_\_ of attorney fees and litigation expenses incurred by Defendant. The same shall be paid as follows: \_\_\_\_\_
- ☐ Defendant shall pay \_\_\_\_\_ of attorney fees and litigation expenses incurred by Plaintiff. The same shall be paid as follows: \_\_\_\_\_

**FOURTEENTH: COURT COSTS**

Court costs are: (*select one*)

- ☐ Taxed to the deposit. Court costs due above the deposit shall be paid as follows: \_\_\_\_\_
- ☐ Other (*specify*): \_\_\_\_\_

**FIFTEENTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

- ☐ a certified copy to: \_\_\_\_\_
- ☐ a file stamped copy to: Child Support Enforcement Agency

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff's Attorney Signature

\_\_\_\_\_  
Defendant's Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

**NOTICE.** This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

_____ Name	Case No. _____
_____ Street Address	Judge _____
_____ City, State and Zip Code	Magistrate _____

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2

**JUDGMENT ENTRY CONVERTING INTEREST IN REAL ESTATE**

The parties' marriage was terminated in a Judgment Entry filed on \_\_\_\_\_. Pursuant to said Judgment Entry, it is ORDERED that \_\_\_\_\_ is divested of all rights, title, and interest in the real estate as set forth in the legal description, including deed reference and Permanent Parcel Number, attached hereto as Exhibit A and made a part hereof.

It is further ORDERED that \_\_\_\_\_ is vested with all rights, title, and interest of the real estate described in Exhibit A attached hereto and made a part hereof. The Auditor and Recorder of \_\_\_\_\_ County are ORDERED to accept this Judgment Entry as transfer of such interest and reflect the same on their books and records. The filing of this Judgment Entry with the Recorder and Auditor shall effectuate the conveyance of the real estate interest.

Court costs shall be:

☐ Taxed to the deposit. Court costs due above the deposit shall be paid as follows: \_\_\_\_\_

☐ Other: (specify) \_\_\_\_\_

\_\_\_\_\_  
JUDGE

APPLICATION FOR CHILD SUPPORT SERVICES  
NON-PUBLIC ASSISTANCE APPLICANT/RECIPIENT

IMPORTANT: If you are receiving ADC or Medicaid, do not complete this application because you became eligible for child support services when you signed the ADC/Medicaid application.

I, \_\_\_\_\_, request child support services from the \_\_\_\_\_ CSEA (Child Support Enforcement Agency). I understand and agree to the following:

- A. I am the resident of the county in which services are requested and no other Ohio county has jurisdiction over support-OR –I am requesting services from the Ohio county of jurisdiction.
- B. The only fee that can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.
- C. Recipients of child support services shall cooperate to the best of their ability with the CSEA. (See attached rights and responsibility information).
- D. In providing IV-D services, the CSEA and any of its contracted agents (e.g. prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

The Child Support Enforcement Agency can assist you in providing the following services:

- 1. **Location of Absent Parents.**  
The agency can assist in finding where an absent parent is currently living, in what city, town, or state. The applicant can request 'Location Only Services', if the sole need is to find the whereabouts of the absent parent.
- 2. **Establishment or Adjustment of Child Support and Medical Support.**  
The CSEA can assist you to obtain an order for support if you are separated, have been deserted, or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (adjustment), and to establish a medical support order.
- 3. **Enforcement of Existing Orders.**  
The CSEA can help you collect current and past-due child support.
- 4. **Federal and State Income Tax Refund Offset Submittals for the Collection of Child Support Arrearages.**  
The agency can collect past-due support (arrearages) by intercepting a payor's federal and state income tax refunds in some cases.
- 5. **Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.**  
The agency can help you get payroll deductions for current and past-due child support and can intercept unemployment compensation to collect child support.
- 6. **Establishment of Paternity.**  
The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child. An absent parent may request paternity services.
- 7. **Collection and Disbursement of Payments.**  
The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Past-due support collected will be paid to you until all of the past-due support you are owed is paid.
- 8. **Interstate Collection of Child Support.**  
The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

## APPLICANT INFORMATION

Name:	_____	Date of Birth:	_____
Home Address:	_____	Mailing Address:	_____
	_____		_____
	_____		_____
Home Phone #:	_____		
Social Security #:	_____	Sex:	
Race:	_____	<input type="checkbox"/> Single	<input type="checkbox"/> Married
Relationship to Children:	_____	<input type="checkbox"/> Divorced	<input type="checkbox"/> Separated
Military Service	_____	Ever been on	
(Branch, Dates):	_____	Public Assistance?	
	_____	(When and Where)	_____
	_____		_____

## EMPLOYER INFORMATION

Employer Name:	_____	Employer Phone #:	_____
Employer	_____	Is Medical	
Address:	_____	Insurance	
	_____	Available?	_____
	_____		

	CHILD 1	CHILD 2	CHILD 3
Name:	<div></div>	<div></div>	<div></div>
Sex:	<div></div>	<div></div>	<div></div>
Race:	<div></div>	<div></div>	<div></div>
Social Security #:	<div></div>	<div></div>	<div></div>
Date of Birth:	<div></div>	<div></div>	<div></div>
Home Address:	<div></div>	<div></div>	<div></div>

Location of Birth: (Country, State, City)			
Has Paternity (Fatherhood) been Established?			
Name(s) of Absent Parent(s):			
Is there an Order for Support?			
Is the Child covered by Medical Insurance?			

### ABSENT PARENT INFORMATION

	PARENT 1	PARENT 2	PARENT 3
Name (and alias):			
Home Address:			
Mailing Address:			
Social Security #:			
Date of Birth:			
Location of Birth (Country, State, City):			
Race:			
Sex:			
Height / Weight:			
Hair / Eye Color:			
Identifying Marks (Tattoos, scars, etc.):			
Names of Children:			
Name and Address of Employer:			

Employer Phone #:			
Medical Insurance Provided?			
Support Order #:			
Date of Support Order:			
Amount of Support:	\$	\$	\$
Order Frequency:	Per	Per	Per
Location where Order was issued:			
Military Service (Branch, Dates):			
Ever Incarcerated? (Location, Dates):			
Arrest Record (Location, Dates):			
Name, Address Current Spouse:			
Father's Name:			
Mother's Name (Maiden):			
Ever been on Public Assistance? (Location, Dates)			

Type(s) of Service(s) Requested:

- ☐ All services listed
- ☐ Location of absent parent only
- ☐ Other (please explain)

I understand that the Child Support Agency within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_



Division  
                     COUNTY, OHIO

## A Minor

Case No.

Judge

Magistrate

VS.

Street Address

City, State and Zip Code

I, \_\_\_\_\_ (name), acknowledge that I am the ☐ Petitioner ☐ Plaintiff  
☐ Defendant ☐ Respondent (select one) and that I have received a copy of the following documents filed or  
to be filed by the other party:

- ☐ Complaint for Parentage
- ☐ Complaint ☐ Motion (select one) for Allocation of Parental Rights and Responsibilities (Custody)
- ☐ Complaint ☐ Motion (select one) for Parenting Time (Companionship and Visitation)
- ☐ Complaint ☐ Motion (select one) for Establishment or Change of Child Support
- ☐ Journal Entry and Findings of Fact Supporting Child Support Deviation
- ☐ Health Insurance Affidavit
- ☐ Complaint for Divorce with Children
- ☐ Complaint for Divorce without Children
- ☐ Separation Agreement
- ☐ Shared Parenting Plan
- ☐ Parenting Plan
- ☐ Petition for Dissolution
- ☐ Agreed Judgment Entry, Magistrate's Decision, Order, and/or Magistrate's Order
- ☐ Affidavit of Income and Expenses

- ☐ Affidavit of Property
- ☐ Parenting Proceeding Affidavit
- ☐ Motion for Contempt and Affidavit
- ☐ Motion and Affidavit or Counter Affidavit for Temporary Orders with Oral Hearing
- ☐ Other (specify): \_\_\_\_\_

I waive service of summons of said document by the Clerk of Court.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Telephone number at which the Court may reach you  
or at which messages may be left for you

IN THE COURT OF COMMON PLEAS

DIVISION  
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Case No. \_\_\_\_\_  
Name \_\_\_\_\_  
Judge \_\_\_\_\_  
Street Address \_\_\_\_\_  
Magistrate \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Plaintiff/Petitioner 1

vs./and

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Defendant/Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.  
It is highly recommended that you consult an attorney.**

**Instructions:** A parenting time schedule and child support worksheet must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at <http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf>.

SHARED PARENTING PLAN

The parents, \_\_\_\_\_, "Plaintiff/Petitioner 1", and \_\_\_\_\_, Defendant/Petitioner 2", have \_\_\_\_\_ (number) child(ren) from the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

The parents agree to the care, parenting, and control of their child(ren) as provided in this Shared Parenting Plan.

### **FIRST: PARENTS' RIGHTS**

Unless otherwise stated herein, the parents shall have:

- A. The right to participate in major decisions concerning the child(ren)'s health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the child(ren).
- D. The right to authorize medical, surgical, hospital, dental, institutional, psychological, and psychiatric care for the child(ren) and obtain a second opinion regarding medical conditions or treatment.
- E. The right to be notified in case of an injury to or illness of the child(ren).
- F. The right to be present with the child(ren) at medical, dental, and other health-related examinations and treatments, including, but not limited to, psychological and psychiatric care.
- G. The right to inspect and receive the child(ren)'s medical and dental records and the right to consult with any treating physician, dentist, and/or other health care provider, including, but not limited to, psychologists and psychiatrists.
- H. The right to consult with school officials concerning the child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
  - I. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
  - J. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities to which parents are invited.
  - K. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.
  - L. The right to receive notice of the other parent's intention to relocate.

### **SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**

- A. General Responsibilities  
Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.
- B. The parents have shared parenting of the child(ren) as specified in this Plan. Each parent, regardless of where an individual child is residing at a particular point in time, as specified in this Plan, is the "residential parent," "the residential parent and legal custodian," or the "custodial parent" of that child.

#### **C. Parenting Time Schedule**

**A parenting time schedule must be attached to this Plan.**

The parents shall have parenting time with the child(ren) according to the attached parenting time schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays and days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation to School and Parenting Time

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

☐ Other agreement regarding transportation to school and parenting time:

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E. School Placement

The designation of a particular parent as the residential parent for the purposes of determining the school placement of the child(ren) does not affect the designation of each parent as the "residential parent," "residential parent and legal custodian," or the "custodial parent of the child(ren)".

Plaintiff/Petitioner 1 shall be designated as the residential parent for school placement purposes of the following child(ren):

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Defendant/Petitioner 2 shall be designated as the residential parent for school placement purposes of the following child(ren):

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☐ Other agreement regarding school placement:

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F. Education Decisions Other than School Placement

Each parent shall consult with the other regarding any important education decisions affecting the child(ren). Important education decisions affecting the child(ren) shall be made by agreement of the parties. Each parent shall be reasonable in attempting to reach an agreement on such matters. In the event the parties cannot agree on education decisions other than school placement, the decision of:

☐ Plaintiff/Petitioner 1 shall be binding on the parents and the following child(ren):

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☐ Defendant/Petitioner 2 shall be binding on the parents and the following child(ren):

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G. Responsibility for Child Activities

1. Participation in Activities

The parents shall give careful consideration of the child(ren)'s best interest and the child(ren)'s wishes in scheduling activities. Neither parent will unreasonably withhold agreement to any particular activity. The parents shall be reasonable with respect to this provision and take into consideration the needs and interests of the child(ren) at all times. The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

☐ Other agreement regarding participation in current or new extracurricular, school-related or other activities:

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Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

☐ Other agreement regarding transportation:

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3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall divide the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

☐ Plaintiff/Petitioner 1 \_\_\_\_\_

☐ Defendant/Petitioner 2 \_\_\_\_\_

☐ Other agreement regarding the division of extracurricular, school-related, or other activity expenses:

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The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

☐ Other agreement regarding reimbursement or payment of expenses:

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H. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

Each parent shall consult the other about the child(ren)'s health care needs and each shall immediately notify the other parent about all major non-emergency health care decisions before authorizing a course of treatment. Each parent has a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at that parent's expense to determine the necessity for treatment.

If the parties cannot agree regarding a course of treatment, ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2's (***select one***) decision shall control.

I. Current Address and Telephone Number

Plaintiff's/Petitioner 1's current home address and telephone number, including cellular telephone number:

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Defendant's/Petitioner 2's current home address and telephone number, including cellular telephone number:

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J. Relocation Notice

Pursuant to R.C. 3109.051(G):

If either parent intends to move to a residence other than the residence specified in the Court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in R.C. 3109.051(G)(2), (3), and (4), the Court shall send a copy of the notice to the other parent. Upon receipt of the notice, the Court, on its own motion or the motion of either parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

Each parent shall inform the Court and the other parent, in writing, of changes in address and telephone, including cellular telephone number, unless otherwise provided by Court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities: (*print name and address of Court*)

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K. Records Access Notice  
Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), both parents are entitled access to any record related to the child(ren), unless otherwise restricted. Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to records access are as follows:

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L. Day Care Access Notice  
Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, both parents are entitled access to any day care center that is or will be attended by the child(ren) unless otherwise restricted.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to day care access are as follows:

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M. School Activities Access Notice  
Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), both parents are entitled access to any student activity related to the child(ren), unless otherwise restricted. Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to school activities access are as follows:

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**THIRD: CHILD SUPPORT**

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective \_\_\_\_\_, 20\_\_\_\_\_.

For purposes of this order:

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 is the child support obligor (*pays support*).

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 is the child support obligee (*receives support*).



The following information is provided in accordance with R.C. 3105.72 and 3121.30:

**SUPPORT OBLIGOR** (pays support):

Name (First, MI, Last): \_\_\_\_\_  
Social Security Number: xxx-xx-\_\_\_\_\_ (fill in last four digits)  
Date of Birth: \_\_\_\_\_

**SUPPORT OBLIGEE** (receives support):

Name (First, MI, Last): \_\_\_\_\_  
Social Security Number: xxx-xx-\_\_\_\_\_ (fill in last four digits)  
Date of Birth: \_\_\_\_\_

A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$\_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren), for a total of \$\_\_\_\_\_ per month. (Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet)

B. Overnight Parenting Time Adjustment

- ☐ The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.
- ☐ The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation

- ☐ Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:
- ☐ exceeds ninety (90) overnights but is *not* more than 146 overnights (\_\_\_\_\_ overnights).
- ☐ A deviation is *not* granted.
- ☐ The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

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

– OR –

- ☐ is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).

A deviation is ☐ granted ☐ *not* granted for the following reasons:

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

D. Other Deviation Factors *(if applicable)*

- ☐ Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

*(Check all that apply)*

- ☐ Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

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

- ☐ Other Court ordered payments

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

- ☐ Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time

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

- ☐ Financial resources and the earning ability of the child(ren)

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

- ☐ Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

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

- ☐ Obligor's income, if the obligor's annual income is equal to or less than one hundred percent (100%) of the federal poverty level

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

- ☐ Benefits that either parent receives from remarriage or sharing living expenses with another person

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

- ☐ Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents

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

- ☐ Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing

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

- ☐ Extraordinary work-related expenses incurred by either parent
- 
- 
- ☐ Standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married
- 
- 
- ☐ Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen
- 
- 
- ☐ The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who is/are not subject to the support order
- 
- 
- ☐ Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated
- 
- 
- ☐ Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases
- 
- 
- ☐ Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs
- 
- 
- ☐ Any other relevant factor: *(specify)*
- 
- 
- ☐ Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*
- ☐ Ability of each parent to maintain adequate housing for the child(ren)
  - ☐ Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
  - ☐ Any other relevant circumstances: *(specify)*
-

E. Monthly Child Support Obligation

The child support obligor (pays support) shall pay child support in the amount of \$ \_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren), for a total of \$ \_\_\_\_\_ per month, plus two percent (2%) processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

F. Arrearage or Overpayment

- ☐ Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.
- ☐ Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except the arrearage assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)

All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38 and shall be forwarded to the obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

**All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.** Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the \_\_\_\_\_ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

*(Check one of the following three boxes)*

☐ The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

– OR –

☐ The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

If withholding from a financial account, the support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

– OR –

☐ The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

- ☐ The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

- ☐ The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

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- ☐ The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the \_\_\_\_\_ County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the \_\_\_\_\_ County Child Support Enforcement Agency may be contempt of Court.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

#### **FOURTH: HEALTH INSURANCE COVERAGE.**

- A. ☐ Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

- B. ☐ Private Health Insurance Coverage IS available for the minor child(ren).

- ☐ Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);  
☐ Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or  
☐ Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

*(Check one of the following three boxes)*

- ☐ Primary care services are within thirty (30) miles of the child(ren)'s residence.
- ☐ The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- ☐ Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent of the annual income of that person.

*(Check one of the following two sections)*

- ☐ The total cost of private health insurance coverage available to ☐ Plaintiff/Petitioner 1 and/or ☐ Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

**– OR –**

- ☐ The total cost of private health insurance coverage available to ☐ Plaintiff/Petitioner 1 and/or ☐ Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

*(Check one of the three sections below)*

- ☐ Both parents agree that ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 or ☐ Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

**– OR –**

- ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

**– OR –**

- ☐ It is in the best interest of the child(ren) for ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:



3. Person Required to Provide Private Health Insurance Coverage.

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 ☐ Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

*(Check one of the following six boxes)*

- ☐ The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
- ☐ The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.
- ☐ The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.
- ☐ The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.
- ☐ The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- ☐ Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

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

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

#### **FIFTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES**

##### **A. Liability for child(ren)'s Health Care Expenses**

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "health care expense" or "health care records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$ \_\_\_\_\_. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$ \_\_\_\_\_. (*Line 23b Child Support Computation Worksheet*)

The Obligee's (receives support) guideline **annual** cash medical support obligation is \$ \_\_\_\_\_. (*Line 23b Child Support Computation Worksheet*) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (if applicable)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

☐ The same reasons referenced in this document regarding the child support deviation.

– OR –

☐ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

(Check one of the following two boxes)

☐ The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$ \_\_\_\_\_ per child, per month, for \_\_\_\_\_ (number) child(ren) for a total of \$ \_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet*)

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceed \$ \_\_\_\_\_, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. (*Line 23a Child Support Computation Worksheet*)

– OR –

☐ The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_(number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet*)

Obligee's cash medical support obligation is deviated to \$\_\_\_\_\_ per month. (*Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet*) Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and the Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceed \$\_\_\_\_\_, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. (*Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet*)

#### **SIXTH: TAX DEPENDENCY**

A. ☐ Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for ☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

☐ Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for ☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

B. ☐ Other orders regarding tax dependency: (*specify*)

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

If a parent who has a child less than half of the time is entitled to claim the child, the other parent shall execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question.

#### **SEVENTH: MODIFICATION**

This Shared Parenting Plan may be modified by agreement of the parties or by the Court.

#### **EIGHTH: OTHER**

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

Upon approval by the Court, this Shared Parenting Plan shall be incorporated in the Judgment Entry.

\_\_\_\_\_  
Plaintiff/Petitioner 1 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff/Petitioner 1 Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Defendant/Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Defendant/Petitioner 2 Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

IN THE COURT OF COMMON PLEAS

DIVISION  
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Street Address

City, State and Zip Code

Case No.

Judge

Magistrate

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.  
It is highly recommended that you consult an attorney.**

**Instructions:** The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at:  
<http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf>

**PARENTING PLAN**

The parents, \_\_\_\_\_ "Plaintiff/Petitioner 1", and \_\_\_\_\_ "Defendant/Petitioner 2", have \_\_\_\_\_ (number) child(ren) from the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

**Name of Child**

**Date of Birth**

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

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

The parents agree to the care, parenting, and control of their child(ren) as provided in this Parenting Plan.

### FIRST: PARENTS' RIGHTS

Unless otherwise stated herein, the parents shall have:

- A. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- B. The right to be notified in case of an injury to or illness of the minor child(ren).
- C. The right to inspect and receive the minor child(ren)'s medical and dental records and the right to consult with any treating physician, dentist, and/or other health care provider, including, but not limited to, psychologists and psychiatrists.
- D. The right to consult with school officials concerning the minor child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- E. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- F. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities to which parents are invited.
- G. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.

### SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

#### A. General Responsibilities

Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.

#### B. Residential Parent and Legal Custodian

☐ Plaintiff/Petitioner 1 shall be the residential parent and legal custodian of the following child(ren):

Name of Child	Date of Birth
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

☐ Defendant/Petitioner 2 shall be the residential parent and legal custodian of the following child(ren):

Name of Child	Date of Birth
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

#### C. Parenting Time Schedule

**A parenting time schedule must be attached to this Plan.**

The parents shall have parenting time with the child(ren) according to the attached parenting time schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays and days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation: (*select one*)

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

☐ Other agreement regarding transportation to school and parenting time:

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E. Responsibility for Child Activities

1. Participation in Activities

The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

☐ Other agreement regarding participation in current or new extracurricular, school-related or other activities:

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Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

☐ Other agreement regarding transportation:

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3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall pay the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

- ☐ Plaintiff/Petitioner 1 \_\_\_\_\_
- ☐ Defendant/Petitioner 2 \_\_\_\_\_
- ☐ Other agreement regarding the payment of extracurricular, school-related, or other activity expenses:

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

The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

- ☐ Other agreement regarding reimbursement or payment of expenses:

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

F. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

- ☐ Other agreement regarding health care responsibilities:

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

G. Current Address and Telephone Number

Plaintiff's/Petitioner 1's current home address and telephone number, including cellular telephone number:

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

Defendant's/Petitioner 2's current home address and telephone number, including cellular telephone number:

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

H. Relocation Notice

Pursuant to R.C. 3109.051(G):

If the residential parent intends to move to a residence other than the residence specified in the Court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in R.C. 3109.051(G)(2), (3), and (4), the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

☐ The non-residential parent shall inform the Court and the other parent, in writing, of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities:  
(*print name and address of the Court*)

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I. Records Access Notice

Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), the parent who is not the residential parent is entitled access to any record that is related to the child(ren), and to which the residential parent is legally provided access under the same terms and conditions as the residential parent. Any keeper of a record who knowingly fails to comply with any record access order is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding records access are as follows:

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J. Day Care Access Notice

Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, the parent who is not the residential parent is entitled access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center unless otherwise restricted.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding day care access are as follows:

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K. School Activities Access Notice

Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), the parent who is not the residential parent is entitled access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under

the same terms and conditions as the residential parent unless otherwise restricted. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding school activities access are as follows:

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### THIRD: CHILD SUPPORT

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective \_\_\_\_\_, 20\_\_\_\_\_.

For purposes of this order:

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 is the child support obligor (*pays support*).

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 is the child support obligee (*receives support*).

The following information is provided in accordance with R.C. 3105.72 and R.C. 3121.30:

#### SUPPORT OBLIGOR (pays support):

Name (First, MI, Last):

Social Security Number: xxx-xx-\_\_\_\_\_ (fill in last four digits)

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

#### SUPPORT OBLIGEE (receives support):

Name (First, MI, Last):

Social Security Number: xxx-xx-\_\_\_\_\_ (fill in last four digits)

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

#### A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$\_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren), for a total of \$\_\_\_\_\_ per month. (*Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet*)

#### B. Overnight Parenting Time Adjustment

☐ The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.

☐ The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation

☐ Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:

☐ exceeds ninety (90) overnights but is *not* more than 146 overnights (\_\_\_\_\_ overnights).

☐ A deviation is *not* granted.

☐ The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

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– OR –

☐ is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).

A deviation is ☐ granted ☐ *not* granted for the following reasons:

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D. Other Deviation Factors *(if applicable)*

☐ Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

*(Check all that apply)*

☐ Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

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☐ Other Court ordered payments

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☐ Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time

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☐ Financial resources and the earning ability of the child(ren)

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☐ Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

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- ☐ Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level
- 
- 
- ☐ Benefits that either parent receives from remarriage or sharing living expenses with another person
- 
- 
- ☐ Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents
- 
- 
- ☐ Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing
- 
- 
- ☐ Extraordinary work-related expenses incurred by either parent
- 
- 
- ☐ Standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married
- 
- 
- ☐ Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen
- 
- 
- ☐ The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who is/are not subject to the support order
- 
- 
- ☐ Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated
- 
- 
- ☐ Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases
- 
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- ☐ Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs

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- ☐ Any other relevant factor: *(specify)*

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- ☐ Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*

☐ Ability of each parent to maintain adequate housing for the child(ren)

☐ Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses

☐ Any other relevant circumstances: *(specify)*

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E. Monthly Child Support Obligation

The child support obligor (pays support) shall pay child support in the amount of \$\_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren), for a total of \$\_\_\_\_\_ per month, plus two percent (2%) processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

F. Arrearage or Overpayment

☐ Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.

☐ Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except those arrearages assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)

All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38 and shall be forwarded to the obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each

withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

**All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.** Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the \_\_\_\_\_ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

*(Check one of the following three boxes)*

☐ The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

– OR –

☐ The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If withholding from a financial account, the support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

– OR –

☐ The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

- ☐ The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the \_\_\_\_\_ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

- ☐ The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

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- ☐ The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the \_\_\_\_\_ County Child Support Enforcement Agency of any



reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the \_\_\_\_\_ County Child Support Enforcement Agency may be contempt of Court.

**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.**

**IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

**IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.**

#### **FOURTH: HEALTH INSURANCE COVERAGE**

A. ☐ Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

B. ☐ Private Health Insurance Coverage IS available for the minor child(ren).

- ☐ Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
- ☐ Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
- ☐ Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

*(Check one of the following three boxes)*

- ☐ Primary care services are within thirty (30) miles of the child(ren)'s residence.
- ☐ The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- ☐ Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent of the annual income of that person.

*(Check one of the following two sections)*

- ☐ The total cost of private health insurance coverage available to ☐ Plaintiff/Petitioner 1 and/or ☐ Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- ☐ The total cost of private health insurance coverage available to ☐ Plaintiff/Petitioner 1 and/or ☐ Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

*(Check one of the three sections below)*

- ☐ Both parents agree that ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 or ☐ Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- ☐ It is in the best interest of the child(ren) for ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

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3. Person Required to Provide Private Health Insurance Coverage.

- ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 ☐ Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

*(Check one of the following six boxes)*

- ☐ The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).  
☐ The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.  
☐ The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.  
☐ The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.  
☐ The child support obligee is a non-parent individual or agency that has no duty to provide medical support.  
☐ Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

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

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

## **FIFTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES**

### **A. Liability for child(ren)'s Health Care Expenses**

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "health care expense" or "health care records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

### **B. Guideline Cash Medical Support Obligation**

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$\_\_\_\_\_. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$\_\_\_\_\_. (*Line 23b Child Support Computation Worksheet*)

The Obligee's (receives support) guideline **annual** cash medical support obligation is \$\_\_\_\_\_. (*Line 23b Child Support Computation Worksheet*) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (if applicable)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

☐ The same reasons referenced in this document regarding the child support deviation.

– OR –

☐ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

*(Check one of the following two boxes)*

☐ The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_ (number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. *(Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet)*

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceeds \$\_\_\_\_\_, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. *(Line 23a Child Support Computation Worksheet)*

– OR –

☐ The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_ (number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. *(Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet)*

Obligee's cash medical support obligation is deviated to \$\_\_\_\_\_ per month. *(Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet)* Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and the Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceeds \$\_\_\_\_\_, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. *(Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet)*

## SIXTH: TAX EXEMPTIONS

A. ☐ Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) for all tax purposes for ☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

☐ Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) for all tax purposes for ☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

B. ☐ Other orders regarding tax exemptions: (*specify*)  
\_\_\_\_\_  
\_\_\_\_\_

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15<sup>th</sup> of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

## SEVENTH: MODIFICATION

This Parenting Plan may be modified by agreement of the parties or by the Court.

## EIGHTH: OTHER

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

Upon approval by the Court, this Parenting Plan shall be incorporated in the Judgment Entry.

\_\_\_\_\_  
Plaintiff/Petitioner 1 Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff/Petitioner 1 Attorney Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Attorney Signature

\_\_\_\_\_  
Printed Name

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Printed Name

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Supreme Court Reg No.

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