

COURT ORDER 9
CHILD SUPPORT/HEALTH INSURANCE ORDERS

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

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (*receives support*):

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

SUPPORT OBLIGOR (*pays 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 Deviation

Pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

exceeds 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:

C. Other Deviation Factors (*if applicable*)

Pursuant to Ohio Revised Code §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) or children

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 _____

Obligees' income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level _____

Benefits 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 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 _____

Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) 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 provided in Ohio Revised Code §3119.05(O)(1)(d) including extraordinary costs associated with caring for a child(ren) with specified physical, psychological, or education needs _____

Other relevant factors (*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 circumstances (*specify*): _____

D. Monthly Child Support Obligation

The child support obligor (*pays support*) shall pay child support in the amount \$ _____ per child, per month for _____ (*number*) child(ren), for a total of \$ _____ per month, plus 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.*)

E. Arrearages

Child support arrearages for the minor child(ren) herein payable either by temporary or final order accruing during any period of time when either parent assigned support rights and received or receives benefits from any Department of Job & Family Services for said child(ren) shall survive and continue as an enforceable obligation due the Department of Human Services that provided said benefits, until paid in full.

Any temporary child support arrearage and cash medical support arrearage owed to a party will survive this Judgment Entry.

Any temporary child support arrearage and cash medical support arrearage owed to a party will not survive this Judgment Entry.

Other: _____

F. 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 Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code or a withdrawal directive issued pursuant to §§3123.24 to 3123.38 of the Ohio Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code.

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 Ohio Revised Code §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 Ohio Revised Code §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 below)

The support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

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.

G. 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 18 unless one of the following circumstances applies:

- The children is/are mentally or physical disabled and is incapable of supporting or maintaining himself or herself.
- 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 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 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: _____

The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining 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 are as follows: _____

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.

HEALTH INSURANCE COVERAGE

A. Availability of Private Health Insurance Coverage:
(Check one of the following two boxes)

Private Health Insurance is NOT available for the minor child(ren).

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

Plaintiff/Petitioner 1 and Defendant/Petitioner 2 shall notify the Child Support Enforcement Agency if private health insurance becomes available for the (child)ren at a reasonable cost. If private health insurance coverage for the child(ren) named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall obtain the private health insurance coverage for the child(ren) not later than 30 days after it becomes available, and shall inform the _____ County Child Support Enforcement Agency (CSEA) when private health insurance coverage for the child(ren) has been obtained.

If private health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the Child Support Enforcement Agency and may seek a modification of the child support order with respect to the cost of the health insurance coverage.

-OR-

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

Plaintiff/Petitioner 1 has Defendant/Petitioner 2 has Both parents have health insurance available for the minor child(ren).

The available private health insurance for the minor child(ren) is accessible because: *(Check one of the following three boxes)*

Primary care services are within 30 miles of the child(ren)'s residence.

The Court permits primary care services farther than 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 obligee's only source of transportation.

Reasonableness of cost of private health insurance for the child(ren):

Pursuant to Ohio Revised Code §3119.29(G), for purposes of determining reasonable cost, the cost of health insurance is an amount equal to the difference in cost between self-only and family coverage.

(Check one of the following two sections)

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

(Check one of the three sections below):

Both parents agree that Plaintiff/Petitioner 1 Defendant/ Petitioner 2 Both parents shall obtain or maintain private health insurance, 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, 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 for the children even though the cost of which exceeds that parent's Health Insurance Maximum. The cost of this private medical insurance will not impose an undue financial burden because: _____

B. Health Insurance Obligor

Plaintiff/Petitioner 1 is Defendant/Petitioner 2 is Both parents are hereby designated as the health insurance obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor(s) until further order of Court for the following reasons:

(Check one of the following five boxes)

The child support obligee is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).

The child support obligor already has health insurance coverage available for the child(ren) that is reasonable in cost.

The child support obligor already has 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 health insurance obligor and provide coverage.

The child support obligee is a non-parent individual or agency that has no duty to provide medical support.

Both parents wish to be named the health insurance obligor and already have health insurance coverage in place or have health insurance coverage available for the child(ren).

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

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

C. Health Insurance Coverage Requirements *(Pursuant to Ohio Revised Code §3119.32)*

Within thirty days after the issuance of this support order, the Health Insurance Obligor(s) must designate the child(ren) named in this document as covered dependents under any health insurance policy, contract, or plan for which the Health Insurance Obligor(s) contract(s).

The individual who is designated to be reimbursed for medical expenses for the child(ren) named in this document is:

Name: _____
Address: _____

Within thirty days after the issuance of this order, the Health Insurance Obligor(s) shall provide to the Child Support Enforcement Agency documentation that verifies coverage is being provided as ordered.

The Health Insurance Obligor may be required to pay extraordinary medical expenses for the child(ren).

The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under Ohio Revised Code §3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with Ohio Revised Code §3119.32 and any order or notice issued under Ohio Revised Code §3119.32.

Within thirty days of the date of this support order, the Health Insurance Obligor must provide to the other party information regarding benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

CASH MEDICAL SUPPORT & CHILDREN'S MEDICAL EXPENSES

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

Pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the medical care expenses of the child(ren) who is/are not covered by private health insurance.

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

Extraordinary medical expenses are any uninsured medical 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 medical records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "medical expense" or "medical 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 medical bill, and/or an Explanation of Benefits (EOB), or who incurs a medical expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within 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 Ohio Revised Code §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-

The child(ren) of this Order ARE NOT recipients of Medicaid benefits.

D. Cash Medical Support Obligation and Division of Child(ren)'s Medical 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 2% processing charge. (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 extraordinary medical expenses of the child(ren) (those calendar year medical expenses in excess of \$_____, the parents' 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 2% processing charge. (*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 extraordinary medical expenses of the child(ren) (those calendar year medical expenses in excess of \$_____, the total combined **annual** deviated cash medical support obligation for Obligor and Obligee, 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*)