

**IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
JUVENILE DIVISION**

IN THE MATTER OF:

J C # _____

J C # _____

_____ Minor child(ren)

J C # _____

_____ Name

SETS _____

_____ 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

**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 and Domestic Violence & Allocation of Parental Rights and Responsibilities](http://www.supremecourt.ohio.gov) available at www.supremecourt.ohio.gov.

PROPOSED SHARED PARENTING PLAN

1. Parents: _____ and _____ ,
2. Have _____ number of minor children or 18 but mentally or physically disabled and incapable of supporting or maintaining themselves from the relationship.
3. The following children are either under age 18 and / or over age 18 but mentally or physically disabled and 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 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 healthcare 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 to participate.
- 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 intent 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. Both 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. It may either be the Standard Order of Parenting Time or one proposed by either Party.

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 vacation times.

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 *(check 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:

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)”.

_____ shall be designated as the residential parent for school purposes of the following child(ren):

_____ shall be designated as the residential parent for school purposes of the following child(ren):

☐ Other agreement regarding school placement:

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):

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

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:

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:

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:

☐ _____% paid by Father _____% paid by Mother

☐ Other agreement regarding the division 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.

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, ☐ Father's ☐ Mother'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:

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

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: **Montgomery County Juvenile Court, 380 W. Second St., Dayton, OH 45422.**

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:

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:

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:

THIRD: CHILD SUPPORT *(continued on page 15-22)*

As required by law, a Child Support Calculation Worksheet is attached hereto and incorporated into this agreement.

FOURTH: HEALTH INSURANCE COVERAGE.

☐ 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 Montgomery 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 Montgomery 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.

☐ Private Health Insurance Coverage IS available for the minor child(ren). *(If checked answer 1-3)*

- ☐ Mother has private health insurance coverage for the minor child(ren);
- ☐ Father 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 two sections below)

- ☐ 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);*

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

(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 *(continued on page 21-22)*

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 on page 22.

SIXTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

A. ☐ _____ (Parent's name) shall be entitled to claim the following child(ren): _____

for all tax purposes, in (check one) ☐ even-numbered tax years

☐ odd-numbered tax years

☐ all eligible tax years

so long as he / she is substantially current in any child support he / she is required to pay as of December 31st of the tax year in question.

☐ _____ (Parent's name) shall be entitled to claim the following child(ren): _____

for all tax purposes, in (check one) ☐ even-numbered tax years

☐ odd-numbered tax years

☐ all eligible tax years

so long as he / she is substantially current in any child support he / she is required to pay as of December 31st of the tax year in question.

B. ☐ Other orders regarding tax exemptions (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

[illegible]

OATH

(Do not sign until notary is present)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

OATH

(Do not sign until notary is present.)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

THIS SECTION IS TO BE COMPLETED IN COURT

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. 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 Montgomery 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 Montgomery 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 Montgomery 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 Montgomery 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 Montgomery 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 Montgomery 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 Montgomery 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:

- ☐ 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:

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the Montgomery 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 Montgomery 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, REDIRECTION, 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 *(See page 8-9).*

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.

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)*

OATH

(Do not sign until notary is present)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

OATH

(Do not sign until notary is present)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____