

**THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
SUMMIT COUNTY, OHIO**

Name)	CASE NO. _____
Street Address)	JUDGE _____
City, State and Zip Code)	MAGISTRATE _____
-vs.-)	
Name)	
Street Address)	<u>JUDGMENT ENTRY</u>
City, State and Zip Code)	<u>DECREE OF DIVORCE WITH CHILDREN</u>

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:

Check all that apply:

- A. 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.
- _____ appeared as a witness 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), or _____ (country).
- G. The termination of marriage is the date of Final Hearing or the date specified:

- H. Children:
- Neither party is pregnant OR a party is pregnant.
- 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 or agency:

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 service member of the United States military.
- Plaintiff and/or Defendant is an active-duty service member 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 rules 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

The parties have the following MARITAL DEBTS:

Debt	Balance

The Court makes the following findings regarding the spousal support factors set forth in R.C. 3105.18:

The parties did not present the Court with a written Shared Parenting Plan or Parenting Plan or read a settlement of their parental rights into the record. Based upon the evidence presented by the parties who appeared, the Court makes the following findings relating to the factors set forth in R.C. 3109.04 and/or 3109.051 upon which it allocates the parties' parental rights and responsibilities in the child(ren)'s best interest:

M. The Court finds that Plaintiff incurred attorney fees and litigation expenses in the amount of \$ _____ and Defendant incurred attorney fees and litigation expenses in the amount of \$ _____. It is equitable that: (select one)

- Each party pay his or her attorney fees and litigation expenses, if any.
- Plaintiff pay all or part of Defendant's attorney fees and litigation expenses as follows:

- 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:

B. Defendant is awarded the following separate property:

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:

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

F. Other orders regarding property:

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:

THIRD: DEBT

The parties' debts shall be divided as follows:

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

and any debts solely in Plaintiff's name.

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

and any debts solely in Defendant's name.

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. 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 Administrated through the Summit 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
(If a Shared Parenting Plan or Parenting Plan is attached, skip this section)

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):

Name	Date of Birth
_____	_____
_____	_____
_____	_____

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

Name	Date of Birth
_____	_____
_____	_____
_____	_____

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

In advance of a move, the relocating parent shall file with the court and serve upon the other parent a Notice of Intent to Relocate with a proposed order. The relocating parent shall obtain a hearing date with the Court upon filing a Notice of Intent to Relocate. Notice, at the latest, must be provided pursuant to the following timeline:

- 30 days if the move shall be within the current county of residence;
- 60 days if the move shall be outside the current county of residence, but within the same state;
- 90 days if the move shall be outside the current state of residence.

The non-relocating parent may file a written responsive pleading to the relocation notice of intent within fourteen (14) days of service to respond to reallocation of parenting time and/or to object to the relocation.

If the parties are in agreement with the relocation, they must file an agreed judgment entry with notarized signatures prior to the hearing date. If the parties file an agreed entry, no hearing shall be required.

The parties may also utilize the Informal Proceedings Program pursuant to Local Rule 32.04 prior to the filing of a Notice of Intent to Relocate.

An Instruction Sheet for the Notice of Intent to Relocate, Notice of Intent to Relocate Form and Order for Relocation Hearing/Entry are available on the Court's website at www.drcourt.org Under the Forms tab and on the second floor of the Court.

C. Records Access Notice

Pursuant to R.C. 3109.05(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:

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.

- None
- Restrictions or limitations to non-residential parent regarding day care access are as follows:

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:

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 _____,

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. 3121.30:

SUPPORT OBLIGOR (pays support):

Name (First, MI, Last): _____

Social Security Number (fill in last four digits) XXXX-XX-_____ Date of Birth: _____

SUPPORT OBLIGEE (receives support):

Name (First, MI, Last): _____

Social Security Number (fill in last four digits) XXXX-XX-_____ 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

- 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 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 Summit 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 Summit 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 Summit 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 Summit 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 Summit 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 the Ohio Means Jobs at: <https://jobseeker.ohiomeansjobs.monster.com> . Obligor shall immediately notify the Summit County Child 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 Summit 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 Summit 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 Summit 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.

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 Summit 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 Summit 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 Both parents 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 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:

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/s who is/are designated to be reimbursed for health care expenses for the child(ren) is/are:

Name: _____
Address: _____

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 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 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

(The award of a tax dependency exemption may affect the ability to secure health insurance through the Marketplace.)

- 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):

- Plaintiff's Defendant's motion to proceed *in forma pauperis* has been granted.
- Plaintiff Defendant to make payments at the rate of \$_____ per month to the Clerk of Courts.

FIFTEENTH: CLERK OF COURTS

The Clerk of Courts shall provide:

- a certified copy to: _____
- a file stamped copy to: Child Support Enforcement Agency
175 South Main Street, Akron, OH 44308

If heard by a Magistrate:

MAGISTRATE

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).