

# Packet K – Forms for Never Married Parents

1. LOCAL FORM 130 – NEW CASE DESIGNATION FORM
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3. Affidavit 4 – HEALTH INSURANCE AFFIDAVIT
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SUMMIT COUNTY COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION

NEW CASE DESIGNATION FORM

Case No.: \_\_\_\_\_
Sets No.: \_\_\_\_\_

INSTRUCTIONS: Pursuant to the Summit County Court of Common Pleas-Domestic Relations Division order filed on March 1st, 2007, this form must be completed and submitted with any new cause of action filed with the Summit County Clerk of Courts. You must include an e-mail address for any court correspondence.

Case Type: \_\_\_\_\_
(e.g., dissolution, dissolution with children, divorce with children, parentage, visitation rights, answer, or counterclaim)

Previous Domestic Relations Case? [ ] Yes [ ] No
Previous Case Number: \_\_\_\_\_
Previous Judge: \_\_\_\_\_

Plaintiff/Petitioner: Defendant/Respondent:
First Name: Middle Initial: Last Name: Suffix: Address: City: State Zip DOB: Telephone: Email (REQUIRED):

Plaintiff/Petitioner's Attorney Information: [ ] PRO SE
Attorney Name: Attorney E-Mail (REQUIRED) Ohio Sup Ct #: Telephone: Firm Name: Address: City: State Zip
Defendant/Respondent's Attorney Information:
Attorney Name: Attorney E-Mail (REQUIRED) Ohio Sup Ct #: Telephone: Firm Name: Address: City: State Zip

Child Information:
1st Child Name: DOB: Address City State Zip
2nd Child Name: DOB: Address City State Zip
3rd Child Name: DOB: Address City State Zip

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

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

vs./and

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

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

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

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

Affidavit of \_\_\_\_\_  
 (Print Name)

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

**SECTION I – BASIC INFORMATION**

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Date of Birth _____	Date of Birth _____
Last 4 Digits of Social Security # XXX-XX-_____	Last 4 Digits of Social Security # XXX-XX-_____
Phone Number _____	Phone Number _____
Email Address _____	Email Address _____
Is an interpreter needed? <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes, explain: _____	Is an interpreter needed? <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes, explain: _____
Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain:  	Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain:  

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

**SECTION II – INCOME**

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

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

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

**B. COMPUTATION OF CURRENT INCOME**

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

	Plaintiff/Petitioner 1	Defendant/Petitioner 2
Unemployment Compensation	\$ _____	\$ _____
Disability Benefits		
Workers' Compensation	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Retirement Benefits		
Social Security	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Spousal Support Received	\$ _____	\$ _____
Interest and dividend income (source) _____	\$ _____	\$ _____
Other income (type and source) _____	\$ _____	\$ _____
<b>TOTAL YEARLY INCOME</b>	\$ _____	\$ _____
Supplemental Security Income (SSI) and/or public assistance	\$ _____	\$ _____
Social Security or Veteran's benefits received for child(ren)		
<input type="checkbox"/> Based on parent's disability		
<input type="checkbox"/> Based on child's disability	\$ _____	\$ _____
Child support you receive from a child support enforcement agency or court order for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

**SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS**

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

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

In addition to the above child(ren):  
 Plaintiff/Petitioner 1 has \_\_\_\_\_ other minor biological or adopted child(ren).  
 Defendant/Petitioner 2 has \_\_\_\_\_ other minor biological or adopted child(ren).  
 There is/are \_\_\_\_\_ adult(s) in your household.

**SECTION IV – EXPENSES**

List monthly expenses below for your present household.

**A. MONTHLY HOUSING EXPENSES**

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

**B. OTHER MONTHLY LIVING EXPENSES**

Food	
◦ Groceries (including food, paper, cleaning products, toiletries, and other)	\$ _____
◦ Restaurant	\$ _____
Transportation	
◦ Vehicle loan, lease	\$ _____
◦ Vehicle maintenance	\$ _____
◦ Gasoline	\$ _____

◦ Parking, public transportation	\$ _____
Clothing	
◦ Clothes (other than child(ren)'s)	\$ _____
◦ Dry cleaning and laundry	\$ _____
Personal grooming	
◦ Hair and nail care	\$ _____
◦ Other: _____	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY: \$ _____</b>	

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

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

**D. MONTHLY INSURANCE PREMIUMS**

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

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

Mandatory work expenses (union dues, uniforms, or other) \$ \_\_\_\_\_  
Additional income taxes paid (not deducted from wages) \$ \_\_\_\_\_  
Tuition \$ \_\_\_\_\_  
Books, fees, and other \$ \_\_\_\_\_  
College loan \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL MONTHLY: \$ \_\_\_\_\_**

**F. MONTHLY HEALTH CARE EXPENSES**

(not covered by insurance)

Physicians \$ \_\_\_\_\_  
Dentists and orthodontists \$ \_\_\_\_\_  
Optometrists and opticians \$ \_\_\_\_\_  
Prescriptions \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL MONTHLY: \$ \_\_\_\_\_**

**G. MISCELLANEOUS MONTHLY EXPENSES**

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





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

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

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

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

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

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

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

Commission Expiration Date: \_\_\_\_\_  
 (Affix seal here)

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

\_\_\_\_\_  
Plaintiff/Petitioner 1  
  
vs./and  
  
\_\_\_\_\_  
Defendant/Petitioner 2

Case No. \_\_\_\_\_  
Judge \_\_\_\_\_  
Magistrate \_\_\_\_\_

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

HEALTH INSURANCE AFFIDAVIT

Affidavit of \_\_\_\_\_  
(Print Name)

**Plaintiff/Petitioner 1**                      **Defendant/Petitioner 2**

Is/are your child(ren) currently enrolled in a government-provided program (i.e. Healthy Start/ Medicaid)?       Yes     No                       Yes     No

Is/are your child(ren) enrolled in an individual (non-group or COBRA) health insurance plan?       Yes     No                       Yes     No

Is/are your child(ren) enrolled in a plan found through the exchange/Affordable HealthCare Marketplace?       Yes     No                       Yes     No

Is/are your child(ren) enrolled in a health insurance plan through a group (employer or other organization)?       Yes     No                       Yes     No

If your child(ren) is/are not enrolled, does/do he/she/they have health insurance available through a group (employer or other organization)?       Yes     No                       Yes     No

Does the available insurance cover primary care services within 30 miles of the children's home?       Yes     No                       Yes     No

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

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

Address      \_\_\_\_\_

Phone Number      \_\_\_\_\_

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

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

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

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

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

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

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

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

(Affix seal here)

**IN THE COURT OF COMMON PLEAS**

**DIVISION  
COUNTY, OHIO**

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

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

**PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))**  
**Affidavit of** \_\_\_\_\_  
 (Print Name)

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

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

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

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

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

_____ to _____	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____

<b>b. Child's name</b> _____	<b>Place of birth</b> _____	<b>Date of birth</b> _____	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
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Check this box if the information below is the same as in Section 1(a). Skip to the next question.

Date of residence	Address Confidential	Person child lived with (name and address)	Relationship
_____ to present	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____

<b>c. Child's name</b> _____	<b>Place of birth</b> _____	<b>Date of birth</b> _____	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
---------------------------------	--------------------------------	-------------------------------	--

Check this box if the information below is the same as in Section 1(a). Skip to the next question.

Date of residence	Address Confidential	Person child lived with (name and address)	Relationship
_____ to present	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____
_____ to _____	<input type="checkbox"/>	_____	_____

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

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

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

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

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

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

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

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

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

**4. Information about criminal convictions:**

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

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

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

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

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

**6. I understand that I have a continuing duty to advise this Court of any custody, visitation, parenting time, divorce, dissolution of marriage, separation, neglect, abuse, dependency, guardianship, parentage, termination of parental rights, or protection order from domestic violence case concerning the children about whom information is obtained during this case.**

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

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

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

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

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

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

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

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

(Affix seal here)





**Summit County Court of Common Pleas  
Domestic Relations Division  
SERVICE REQUEST**

**Instructions:** Complete the following form and file with the Summit County Clerk of Courts – Domestic Relations Division, located at: 205 South High Street, 1<sup>st</sup> Floor, Akron OH 44308. For further instruction, go to Website: [www.drcourt.org](http://www.drcourt.org)

**Case Caption:**

\_\_\_\_\_ **Case Number**

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

vs.

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

**To Clerk:** You are hereby requested to make service upon the following by:

- FedEx [preferred over Certified Mail] \*
- Certified Mail \*
- Regular Mail [only after FedEx/Certified fails for being unclaimed or refused]\*
- Sheriff Service
- Personal Service by Process Server \_\_\_\_\_
- E-Mail for Child Support Enforcement Agency (CSEA) only

\* **If FedEx/Certified returns as insufficient address, vacant, unable to forward or unknown, you must attempt to Find a new address and start service over; if you are unable to find a new address, you must file an affidavit and request for publication/posting with the Clerks.**

**Please Serve:** Indicate below what you would like served, e.g., Complaint for Divorce.  
(If you would like service on a previously filed document, include the name of the document and the date it was filed).

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

**Please check the box of the person(s) whom you are requesting to be served (notified):**

Plaintiff / Petitioner 1 / Petitioner

\_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Defendant / Petitioner 2 / Respondent

\_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Additional Party: \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Additional Party: \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
 Attorney or Self-Represented Filer \_\_\_\_\_ Supreme Ct. #  
 (if attorney, include your Supreme Ct. #)  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

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

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

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

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

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

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

## APPLICANT INFORMATION

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

## EMPLOYER INFORMATION

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

	CHILD 1	CHILD 2	CHILD 3
Name:			
Sex:			
Race:			
Social Security #:			
Date of Birth:			
Home Address:			
Location of Birth:			

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

**ABSENT PARENT INFORMATION**

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

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

Type(s) of Service(s) Requested:

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

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

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

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

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

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

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

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

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name

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

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

Defendant

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

**Instructions:** This form is used to establish parentage of the child(ren), be designated as the residential parent, or obtain parenting time (companionship and visitation) with the child(ren). A Request for Service (Uniform Domestic Relations Form 31), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) and an Affidavit of Basic Information, Income and Expenses (Uniform Domestic Relations Form - Affidavit 1) must be filed with this Complaint. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COMPLAINT FOR PARENTAGE,  
ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY), AND  
PARENTING TIME (COMPANIONSHIP AND VISITATION)**

Now comes Plaintiff and states as follows:

1. Plaintiff is a parent of the following child(ren):

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

2. Defendant, \_\_\_\_\_ (name) is a parent of the following child(ren):

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

3. The child(ren) has/have resided in \_\_\_\_\_ County, Ohio since \_\_\_\_\_ (date).

4. A parent-child relationship has been established for the following child(ren):

Name of Child	Date of Birth	Established by
_____	_____	<input type="checkbox"/> Acknowledgement of Paternity
_____	_____	<input type="checkbox"/> Administrative Order
_____	_____	<input type="checkbox"/> Court Order
_____	_____	<input type="checkbox"/> Acknowledgement of Paternity
_____	_____	<input type="checkbox"/> Administrative Order
_____	_____	<input type="checkbox"/> Court Order
_____	_____	<input type="checkbox"/> Acknowledgement of Paternity
_____	_____	<input type="checkbox"/> Administrative Order
_____	_____	<input type="checkbox"/> Court Order
_____	_____	<input type="checkbox"/> Acknowledgement of Paternity
_____	_____	<input type="checkbox"/> Administrative Order
_____	_____	<input type="checkbox"/> Court Order

5. A parent-child relationship has not been established for the following child(ren):

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

6.  No Court has issued an order of parenting or support for the following child(ren):

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

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

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

7. Plaintiff requests that the Court: (*check all that apply*)

- Order genetic testing and determine the parent of the child(ren).
- Designate \_\_\_\_\_ (parent's name) as the parent of the child(ren) \_\_\_\_\_ (child(ren)'s name).
- Change the child(ren)'s name to \_\_\_\_\_.
- Correct the child(ren)'s birth certificate(s) to indicate the child(ren)'s parent.
- Adopt the proposed Shared Parenting Plan which is attached.
- Adopt the proposed Parenting Plan which is attached.
- Designate the residential parent and legal custodian of the child(ren).
- Order reasonable parenting time (companionship or visitation).
- Order child support, allocate the income tax dependency exemption, and determine who should provide health insurance coverage for the child(ren).
- Order the Ohio Department of Health to prepare (a) new birth certificate(s) for the child(ren).
- Other: (*specify*) \_\_\_\_\_

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

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

\_\_\_\_\_  
Address

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

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

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

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

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



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

<b>Plaintiff / Petitioner 1</b>	)	CASE NO. _____
	)	
Address	)	SETS NO. _____
	)	
City, State, Zip	)	
	)	
Phone                  Email	)	JUDGE _____
	)	
vs./and	)	
	)	
<b>Defendant / Petitioner 2</b>	)	MAGISTRATE _____
	)	
Address	)	
	)	
City, State, Zip	)	
	)	
Phone                  Email	)	

**SHARED PARENTING PLAN**

**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 available at [www.supremecourt.ohio.gov](http://www.supremecourt.ohio.gov).

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

Name of Child:	Date of Birth:

## **FIRST: PARENTS' RIGHTS**

Unless otherwise stated herein, the parents shall have:

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

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

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

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

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

D. Transportation to School and Parenting Time

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

Other agreement regarding transportation to school and parenting time:

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E. School Placement

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

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

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

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Other agreement regarding school placement:

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F. Education Decisions Other than School Placement

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

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

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

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G. Responsibility for Child Activities

1. Participation in Activities

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

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

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

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

2. Transportation to Activities

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

Other agreement regarding transportation:

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3. Payment of Expenses Related to Activities

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

Plaintiff/Petitioner 1

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Defendant/Petitioner 2

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Other agreement regarding the division of extracurricular, school-related, or other activities as follows:

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H. Health Care Responsibilities

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

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

If the parties cannot agree regarding a course of treatment,

Plaintiff's /Petitioner 1's

Defendant /Petitioner 2's

*(select one)* decision shall control.

I. Current Address and Telephone Number

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

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

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J. Relocation Notice –pursuant to Loc. R. 2.09

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 except as provided in R.C. 3109.051(G)(2), (3), and (4), along with a proposed order. 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 relocating parent shall obtain a hearing date with the Court upon filing a Notice of Intent to Relocate. The purposed of the hearing is to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

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 relocating parent and the non-moving parent are in agreement with the relocation, and no changes to the parenting plan/parenting time schedule are required, a Notice of Intent to Relocate: NO CHANGES REQUIRED shall be filed in advance of a move with the Clerk of Court. No further order shall be required.

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.

The forms and Instruction Sheet for the Notice of Intent to Relocate: NO CHANGES REQUIRED, Notice of Intent to Relocate, and Notice of Intent to Relocate Order are available on the Court's website at [www.drcourt.org](http://www.drcourt.org) under the Forms tab and on the second floor of the Court.

The relocation notice must be filed with the Summit County Clerk of Courts, located at 205 S. High Street, Akron, Ohio 44308.

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 any record access order is in contempt of Court.

Restrictions or limitations:

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

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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 non-residential parent regarding day care access are as follows:

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

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

Restrictions or limitations:

- None
- Restrictions or limitations to non-residential parent regarding school activities access are as follows:

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**THIRD: CHILD SUPPORT**

As required by law, a completed Child Support Worksheet is attached to this document. The Order for child support and cash medical support is EFFECTIVE \_\_\_\_\_, 20\_\_\_\_\_.

For purposes of this order:

- Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the Child Support Obligor (pays support).
- Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the Child Support Oblige (receives support).



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

**SUPPORT OBLIGOR (pays support)**

Name (First, MI, Last): \_\_\_\_\_

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

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

**SUPPORT OBLIGEE (receives support)**

Name (First, MI, Last): \_\_\_\_\_

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

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

A. Guideline Child Support Amount

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

B. Overnight Parenting Time Adjustment

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

C. Overnight Parenting Time Deviation

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

- OR -

- is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).  
A deviation is  granted  *not* granted for the following reasons:

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D. Other Deviation Factors (if applicable)

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

Check all that apply)

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

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- Other Court ordered payments

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

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

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

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

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

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

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

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

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

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

Extraordinary work-related expenses incurred by either parent

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

Standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married

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

Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen

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

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

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

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

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

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

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

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- Any other relevant factor: *(specify)*

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

- Ability of each parent to maintain adequate housing for the child(ren)
- Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
- Any other relevant circumstances: *(specify)*

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E. Monthly Child Support Obligation

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

F. Arrearage or Overpayment

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

G. Method to Secure Support Payment(s)

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

The support obligor shall immediately notify the 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 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 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**- 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the SUMMIT 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 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:

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

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the 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, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

#### FOURTH: HEALTH INSURANCE COVERAGE

- A.  Private Health Insurance Coverage **IS NOT** available for the minor child(ren). Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the SUMMIT 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 SUMMIT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

- B.  Private Health Insurance Coverage **IS** available for the minor child(ren).
- Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
  - Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
  - Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.  
The available private health insurance coverage for the minor child(ren) is accessible because:

*(Check one of the following three boxes)*

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

2. Reasonableness of Cost of Private Health Insurance Coverage.

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

*(Check one of the following two sections)*

- The total cost of private health insurance coverage available to
  - Plaintiff/Petitioner 1 and/or
  - Defendant/Petitioner 2

**does not exceed** that parent's Health Insurance Maximum  
*(Line 8 Child Support Computation Worksheet)*

**- OR -**

- The total cost of private health insurance coverage available to
  - Plaintiff/Petitioner 1 and/or
  - Defendant/Petitioner 2

**exceeds** that parent’s Health Insurance Maximum  
*(Line 8 Child Support Computation Worksheet)*

*(Check one of the three sections below)*

- Both parents agree that
  - Plaintiff/Petitioner 1 and/or
  - 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 and/or
- 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 and/or
  - 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 and/or
- Defendant/Petitioner 2 or
- Both parents

shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

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

Name and address:

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Name and address:

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

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

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

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

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

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

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

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

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

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

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

**B. Guideline Cash Medical Support Obligation**

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

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

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

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

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

- The same reasons referenced in this document regarding the child support deviation
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses  
(Check one of the following two boxes)

The cash medical support obligation **is not** deviated.

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

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

**- OR -**

The cash medical support obligation **is** deviated.

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

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

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

## SIXTH: TAX EXEMPTIONS

- A.  **Plaintiff/Petitioner 1** shall be entitled to claim the following minor child(ren) for all tax purposes for
- even-numbered tax years
  - odd-numbered years
  - all eligible tax years,

so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question:

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B.  **Defendant/Petitioner 2** shall be entitled to claim the following minor child(ren) for all tax purposes for

even-numbered tax years

odd-numbered years

all eligible tax years,

so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question:

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Other orders regarding tax dependency: (specify)

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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**

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

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

\_\_\_\_\_  
**Plaintiff/Petitioner 1 's Attorney Signature**

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

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

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

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

\_\_\_\_\_  
**Defendant/Petitioner 2 's Attorney Signature**

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

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



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

_____	)	CASE NO. _____
<b>Plaintiff / Petitioner 1</b>	)	
_____	)	
Address	)	SETS NO. _____
_____	)	
City, State, Zip	)	
_____	)	
Phone            Email	)	JUDGE _____
vs./and	)	
_____	)	MAGISTRATE _____
<b>Defendant / Petitioner 2</b>	)	
_____	)	
Address	)	
_____	)	
City, State, Zip	)	
_____	)	
Phone            Email	)	

**PARENTING PLAN**

**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 available at [www.supremecourt.ohio.gov](http://www.supremecourt.ohio.gov).

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

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

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

**FIRST: PARENTS' RIGHTS**

Unless otherwise stated herein, the parents shall have:

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

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

A. General Responsibilities

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

B. Residential Parent and Legal Custodian

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

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

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

Name of Child:

Date of Birth:

_____	_____
_____	_____
_____	_____
_____	_____

C. Parenting Time Schedule

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

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

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

D. Transportation (select one)

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

- Other agreement regarding transportation to school and parenting time:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Responsibility for Child Activities

1. Participation in Activities

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

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

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

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

2. Transportation to Activities

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

- Other agreement regarding transportation:

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3. Payment of Expenses Related to Activities

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

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

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F. Health Care Responsibilities

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

Other agreement regarding health care responsibilities:

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G. Current Address and Telephone Number

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

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

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H. Relocation Notice Pursuant to Loc. R. 2.09

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 except as provided in R.C. 3109.051(G)(2), (3), and (4), along with a proposed order. 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 relocating parent shall obtain a hearing date with the Court upon filing a Notice of Intent to Relocate. The purposed of the hearing is to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

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 relocating parent and the non-moving parent are in agreement with the relocation, and no changes to the parenting plan/parenting time schedule are required, a Notice of Intent to Relocate: NO CHANGES REQUIRED shall be filed in advance of a move with the Clerk of Court. No further order shall be required.

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.

The forms and Instruction Sheet for the Notice of Intent to Relocate: NO CHANGES REQUIRED, Notice of Intent to Relocate, and Notice of Intent to Relocate Order are available on the Court's website at [www.drcourt.org](http://www.drcourt.org) under the Forms tab and on the second floor of the Court.

The relocation notice must be filed with the Summit County Clerk of Courts, located at 205 S. High Street, Akron, Ohio 44308.

I. Records Access Notice

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

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

Restrictions or limitations:

None

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

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J. Day Care Access Notice

Pursuant to R.C. 3109.051(I)

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

Restrictions or limitations:

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

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

Subject to R.C. 3319.321(F), the parent who is not the residential parent is entitled access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent unless otherwise restricted. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of Court.

Restrictions or limitations:

- None
- Restrictions or limitations to non-residential parent regarding school activities access are as follows:

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**THIRD: CHILD SUPPORT**

As required by law, a completed Child Support Worksheet is attached to this document. The Order for child support and cash medical support is **effective** \_\_\_\_\_, **20** \_\_\_\_\_. For purposes of this order:

- Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the Child Support Obligor (pays support).
- Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the Child Support Obligor (receives support).

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

**SUPPORT OBLIGOR (pays support)**

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

**SUPPORT OBLIGEE (receives support)**

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

A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is:

\$\_\_\_\_\_ per child, per month for \_\_\_\_\_ (number) child(ren),  
for a total of  
\$\_\_\_\_\_ per month.

*(Line 24 Sole/Shared Parenting Child Support Computation Worksheet or  
Line 25 Split Parenting Child Support Computation Worksheet.)*

B. Overnight Parenting Time Adjustment

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

C. Overnight Parenting Time Deviation

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

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

- 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)

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- Other Court ordered payments

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

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

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

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

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- 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 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 all 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 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 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:

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

- 
- 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

- 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 OHIO MEANS JOBS at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the SUMMIT 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 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:

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

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the 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, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.**

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

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

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

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the SUMMIT 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 SUMMIT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

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

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

1. Accessibility of Private Health Insurance Coverage.

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

*(Check one of the following three boxes)*

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

2. Reasonableness of Cost of Private Health Insurance Coverage.

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

*(Check one of the following two sections)*

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

**- OR -**

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



*(Check one of the three sections below)*

- Both parents agree that
  - Plaintiff/Petitioner 1 and/or
  - 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 and/or
- 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 and/or
  - Defendant/Petitioner 2

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

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3. Person Required to Provide Private Health Insurance Coverage

- Plaintiff/Petitioner 1 and/or
- Defendant/Petitioner 2 or
- Both parents

shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

- The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
- The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.

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

If both parents are providing private health insurance coverage for the minor child(ren),

- Plaintiff's/Petitioner 1's
- Defendant's/Petitioner 2's

private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

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

**C. Health Care Coverage Requirements**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

B. Guideline Cash Medical Support Obligation

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

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

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

C. Deviation in Cash Medical Support (if applicable)

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

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

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

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

(Check one of the following two boxes)

The cash medical support obligation is not deviated.

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

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

- OR -

The cash medical support obligation is deviated.

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

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

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

**SIXTH: TAX EXEMPTIONS**

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

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

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

**SEVENTH: MODIFICATION**

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

**EIGHTH: OTHER**

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Plaintiff/Petitioner 1 Signature

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Printed Name

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Defendant/Petitioner 2 Signature

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Printed Name

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Plaintiff/Petitioner 1 Attorney Signature

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Printed Name

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Defendant/Petitioner 2 Attorney Signature

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Printed Name

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Supreme Court Reg. No.

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Supreme Court Reg. No.