

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

Name)	CASE NO. _____
Address)	SETS NO. _____
Address)	JUDGE _____
Phone _____)	MAGISTRATE _____
Email _____)	
Plaintiff / Petitioner 1)	
-vs-)	
Name)	
Address)	
Address)	
Phone _____)	
Email _____)	
Defendant / Petitioner 2)	

AGREED ENTRY
Modification of Child Support

This matter came before Magistrate _____, Domestic Relations Division, Summit County, Ohio, on the ____ day of _____, 202__, on

_____ (please state motion filed).

Present in the Court were:

- Plaintiff/Petitioner 1 _____, represented by _____
- Defendant/Petitioner 2 _____, represented by _____
- CSEA

MONTHLY CHILD SUPPORT

For purposes of this order:

- Plaintiff Defendant is the Child Support Obligor (*pays support*) and
- Plaintiff Defendant is the Child Support Obligea (*receives support*).

The children subject to this Order are:

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

This order for child support and cash medical support is effective (date) _____.

The child support is deviated for the following reason(s):

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that _____ (Obligor), shall pay child support to _____ (Obligee), in the amount of \$ _____ per month, and cash medical in the amount of \$ _____ per month, for a total of \$ _____ per month, plus a 2% processing charge. Payment shall be made to OCSPC, Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372. For any period that support is not deducted from the Child Support Obligor’s earnings, the Obligor shall pay it directly to the OCSPC.

CHILD SUPPORT ARREARAGES

- Child support arrearages 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. Arrearages shall be paid as follows:

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- Child support arrearages 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 State of Ohio.
 - All arrears, except those due to the State of Ohio, are reduced to zero.

DURATION AND TERMINATION OF SUPPORT AND REQUIRED NOTICES

The duty of child support and cash medical support shall continue until further order of the Court or until the above-named child(ren) reach(es) age 18 or so long as the child(ren) continuously attend(s), on a full-time basis, any recognized and accredited high school, however, no later than age 19, or as otherwise provided in Ohio Revised Code §3119.86.

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the **Summit County CSEA** 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 CSEA may be contempt of court.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE SUMMIT COUNTY CSEA 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 \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 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 \$1,000.00 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 SUMMIT COUNTY CSEA, 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.

INCOME TAX ORDERS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Ohio Revised Code §3119.82, based on the child(ren)'s best interests, the following person(s) shall claim the child(ren) who is/are the subject of this order as (a) dependent(s) for federal income tax purposes for the tax year(s) identified:

- Plaintiff: _____
- Defendant: _____
- Both Plaintiff and Defendant according to the following terms: _____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the award of a tax dependency to a child support obligor is conditioned upon the child support obligor being in substantial compliance with his/her annual child support obligation.

HEALTH INSURANCE COVERAGE

*(select Option I if neither parent has private health insurance **OR** select Option II if one or both parents have private health insurance)*

OPTION I – NO PRIVATE HEALTH INSURANCE AVAILABLE

- 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 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 Summit County CSEA with respect to an administrative support order.

OPTION II – PRIVATE HEALTH INSURANCE AVAILABLE

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

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

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

HEALTH INSURANCE COVERAGE REQUIREMENTS

(Pursuant to Ohio Revised Code §3109.19, §3119.30, §3119.32 and §3119.34)

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that 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 medical expenses for the child(ren) named in this document is(are):

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 section 3119.34 of the Revised Code, 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.

**LIABILITY FOR CHILDREN’S HEALTH CARE EXPENSES AND
GUIDELINE CASH MEDICAL SUPPORT**

I. Liability for Children’s Health Care Expenses

Pursuant to Ohio Revised Code §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, including, but not limited to, medical, orthodontia, dental, optical, pharmaceutical and psychological services, for the child(ren) of the order. Each parent’s annual cash medical support obligation is found on Line 23b of the Computation Worksheet.

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.

Unless otherwise provided herein, no orthodontia work shall be performed on any child without the agreement of the parties or, in the event of failure to reach such an agreement, the finding by the Court that such work is medically necessary.

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 with 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 set forth herein.

ALL MOTIONS TO COMPEL THE PAYMENT OF CHILD-RELATED UNREIMBURSED HEALTH CARE EXPENSES SHALL BE FILED WITHIN THIRTY (30) MONTHS OF THE INITIAL BILLING OR RECEIPT OF THE EXPLANATION OF BENEFITS.

MONTHLY CASH MEDICAL SUPPORT AND
DIVISION OF CHILD(REN)'S HEALTH CARE EXPENSES

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that (Obligor) _____ shall pay cash medical support in the amount of \$_____ per month (\$_____ per month per child), plus processing. Payment shall be made to OCSPC, Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372. For any period that support is not deducted from the Obligor's earnings, he/she shall pay it directly to the OCSPC.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Obligees' cash medical support obligation is in the amount of \$_____ per month and is not subject to collection by the Child Support Enforcement Agency.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay _____% and Defendant shall pay _____% of the extraordinary health care expenses of a child **in excess of the parties' combined annual cash medical support obligation.**

IT IS FURTHER ORDERED:

IT IS SO ORDERED.

MAGISTRATE

JUDGE

cc: Plaintiff/Petitioner 1
Defendant/Petitioner 2
CSEA
CSEA Legal