

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

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

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

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

vs. / and

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

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

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

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

JUDGE MARTIN

Magistrate \_\_\_\_\_

**PARENTING PLAN**

We, the parents, \_\_\_\_\_, Plaintiff/Petitioner 1, and \_\_\_\_\_, Defendant/Petitioner 2, have \_\_\_\_\_ (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) are emancipated adult(s) and not under any disability, and the following \_\_\_\_\_ (number) child(ren) are minor child(ren) or adult children who are mentally or physically disabled child(ren) incapable of supporting or maintaining themselves (name and date of birth of each child):

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

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

## **FIRST: PARENTS' RIGHTS**

We, the parents, shall have, unless limited:

- 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 to participate.
- 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. Medical Responsibilities**

The parents shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness or receives treatment in an emergency room or hospital. The notification shall include the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

The parents shall consult with each other about the minor child(ren)'s medical care needs and the residential parent shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the residential parent's decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

### **C. Residential Parent and Legal Custodian**

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

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

D. Parenting Time Schedule (**SELECT ONE**):

**i. Regular Parenting Time**

The parents shall have parenting time with the child(ren) in accordance with the Court's Parenting Schedules, and hereby select Schedule \_\_\_\_\_.

For the purpose of interpreting the Standard Order of Parenting Time, \_\_\_\_\_ shall be considered non-residential parent.

**ii. Holiday Parenting Time**

The parents shall have parenting time with the child(ren) in accordance with the Court's Standard Holiday Parenting Time Order.

For the purpose of interpreting the Standard Holiday Parenting Time Order, \_\_\_\_\_ shall be considered Parent \_\_\_\_ and \_\_\_\_\_ shall be considered Parent \_\_\_\_\_.

**iii. Other Agreement (Must cover Summer and Holidays. Attach additional pages if needed):**

E. Transportation (SELECT ONE):

Each parent shall be responsible for providing transportation for the child(ren) at the beginning of his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

We agree to the following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period:

**THIRD: HEALTH INSURANCE COVERAGE**

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

**SELECT ONE:**

A: Health Insurance Coverage is available to at least one parent.  
If you have checked this box, YOU MUST FILL OUT PAGE 4a-4b.

B: Health Insurance Coverage is available to BOTH parents.  
If you have checked this box, YOU MUST FILL OUT PAGE 4c-4d.

C: Health Insurance Coverage is NOT AVAILABLE to either parent.  
If you have checked this box, YOU MUST FILL OUT PAGE 4e.

**HEALTH INSURANCE OBLIGOR**

The child support Obligee is rebuttably presumed to be the health insurance Obligor. For purposes of this Order, \_\_\_\_\_ is the child support Obligee and HEALTH INSURANCE OBLIGOR

The Court has determined that the presumption has been rebutted after determining that \_\_\_\_\_.

Therefore, for purposes of this Order, \_\_\_\_\_ is the child support Obligor and HEALTH INSURANCE OBLIGOR.

**IT IS THEREFORE ORDERED** that \_\_\_\_\_ shall provide group health insurance coverage, if available at a reasonable cost, for the dependent child(ren) and shall designate the children as covered dependents under any private health insurance policy, contract or plan for which the person contracts. [ORC 3119.30 (C)]

In accordance with O.R.C. 3119.30 or 3119.32, the Child Support Obligor shall pay \_\_\_\_\_% and the Child Support Obligee shall pay \_\_\_\_\_% of the extraordinary medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount owed by the parents during that year. Extraordinary medical expenses include expenses incurred for orthodontia, dental, optical, and psychological services. The parent incurring uninsured medical expenses shall provide the other parent with a copy of all medical bills, and amounts paid, for the minor child(ren) on a quarterly basis. The uncovered medical expenses with supporting documentation shall be provided on the last day of the months of March, June, September, and December. Payment for all uncovered medical expenses above the yearly cash medical obligation shall be made within thirty (30) days of the notification. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent’s percentage share of the bill as shown above if payment is still due to the health care provider.

**The Obligor and Obligee are both liable for the health care of the children who are not covered under private health insurance or cash medical support as calculated in accordance with ORC 3119.022 or 311.023, as applicable.** [ORC 3119.30(A)]

The following group health insurance and health care policies, contracts, and plans are available at a reasonable cost to the Obligor or Obligee for the health care of the minor children. [ORC 3119.31]

**IT IS THEREFORE ORDERED** that the **Obligor** is ordered to obtain health insurance coverage through:

**Name and Address of Employer and Group Health Plan**                      **Policy or Contract #**

\_\_\_\_\_

\_\_\_\_\_

**IT IS FURTHER ORDERED** that the health insurance coverage be obtained for the following child(ren) and the child(ren) be designated as covered dependents under any health insurance or health care policy, contract or plan no later than thirty (30) days after the filing date of this Order. **[ORC 3119.32(F)]**

**Full Name of Child**

**Date of Birth**

\_\_\_\_\_

\_\_\_\_\_

Persons to be reimbursed for medical expenses are [ORC 3119.32(B)]:

\_\_\_\_\_

(HI Obligor's Name and Address)

\_\_\_\_\_

(HI Obligee's Name and Address)

**HEALTH INSURANCE PROVIDED BY OBLIGOR & OBLIGEE'S GROUP  
INSURANCE**

The child support Obligee is rebuttably presumed to be the health insurance Obligor. For purposes of this Order, \_\_\_\_\_ is the child support Obligee and HEALTH INSURANCE OBLIGOR, and this plan shall be considered the primary health insurance plan for the child(ren). The HEALTH INSURANCE OBLIGEE is \_\_\_\_\_ and this plan shall be the secondary health insurance plan. **IT IS THEREFORE ORDERED**, that **both Obligor and Obligee** are ordered to obtain health insurance coverage through:

**Name and Address of Employer & Group Health Plan    Policy or Contract #**

H/I Obligor: \_\_\_\_\_

\_\_\_\_\_

H/I Obligee: \_\_\_\_\_

\_\_\_\_\_

The Court has determined that the presumption has been rebutted after determining that \_\_\_\_\_.

Therefore, for purposes of this Order, \_\_\_\_\_ is the child support Obligor and HEALTH INSURANCE OBLIGOR, and this plan shall be considered the primary health insurance plan for the child(ren). The HEALTH INSURANCE OBLIGEE is \_\_\_\_\_ and this plan shall be the secondary health insurance plan. **IT IS THEREFORE ORDERED**, that **both Obligor and Obligee** are ordered to obtain health insurance coverage through:

**Name and Address of Employer & Group Health Plan    Policy or Contract #**

H/I Obligor: \_\_\_\_\_

\_\_\_\_\_

H/I Obligee: \_\_\_\_\_

\_\_\_\_\_

**IT IS FURTHER ORDERED** that Obligor and Obligee shall provide group health insurance coverage, if available at a reasonable cost, for the dependent child(ren) and shall designate the children as covered dependents under any private health insurance policy, contract or plan for which the person contracts. [ORC 3119.30 (C)]

In accordance with O.R.C. 3119.30 or 3119.32, the Child Support Obligor shall pay \_\_\_\_\_% and the Child Support Obligees shall pay \_\_\_\_\_% of the extraordinary medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount owed by the parents during that year. Extraordinary medical expenses include expenses incurred for orthodontia, dental, optical, and psychological services. The parent incurring uninsured medical expenses shall provide the other parent with a copy of all medical bills, and amounts paid, for the minor child(ren) on a quarterly basis. The uncovered medical expenses with supporting documentation shall be provided on the last day of the months of March, June, September, and December. Payment for all uncovered medical expenses above the yearly cash medical obligation shall be made within thirty (30) days of the notification. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above if payment is still due to the health care provider.

**The Obligor and Obligees are both liable for the health care of the children who are not covered under private health insurance or cash medical support as calculated in accordance with ORC 3119.022 or 311.023, as applicable. [ORC 3119.30(A)]**

The following group health insurance and health care policies, contracts, and plans are available at a reasonable cost to the Obligor and Obligees for the health care of the minor children. [ORC 3119.31]

**IT IS HEREBY ORDERED** that the health insurance coverage be obtained for the following child(ren) and the child(ren) be designated as covered dependents under any health insurance or health care policy, contract or plan no later than thirty (30) days after the filing date of this Order. **[ORC 3119.32(F)]**

**Full Name of Child**

**Date of Birth**

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

Persons to be reimbursed for medical expenses are [ORC 3119.32(B)]:

\_\_\_\_\_  
(HI Obligor's Name and Address)

\_\_\_\_\_  
(HI Obligees's Name and Address)

**NEITHER OBLIGOR NOR OBLIGEE HAS GROUP HEALTH INSURANCE  
AVAILABLE AT A REASONABLE COST**

The child support Obligee is rebuttably presumed to be the health insurance Obligor. For purposes of this Order, \_\_\_\_\_ is the Child Support Obligee and Health Insurance Obligor.

The Court has determined that the presumption has been rebutted after determining that \_\_\_\_\_.  
Therefore, for purposes of this Order, \_\_\_\_\_ is the Child Support Obligor and Health Insurance Obligor.

The Obligor and Obligee are both liable for the health care of the children who are not covered under private health insurance or cash medical support as calculated in accordance with ORC 3119.022 or 3119.023, as applicable. [ORC 3119.30(A)]. The Court finds that health insurance for the dependent child(ren) is not available to either party at a reasonable cost.

In accordance with O.R.C. 3119.30 or 3119.32, the Child Support Obligor shall pay \_\_\_\_\_% and the Child Support Obligee shall pay \_\_\_\_\_% of the extraordinary medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount owed by the parents during that year. Extraordinary medical expenses include expenses incurred for orthodontia, dental, optical, and psychological services. The parent incurring uninsured medical expenses shall provide the other parent with a copy of all medical bills, and amounts paid, for the minor child(ren) on a quarterly basis. The uncovered medical expenses with supporting documentation shall be provided on the last day of the months of March, June, September, and December. Payment for all uncovered medical expenses above the yearly cash medical obligation shall be made within thirty (30) days of the notification. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above if payment is still due to the health care provider.

The Health Insurance Obligor is hereby **ORDERED** to obtain health insurance within thirty (30) days if it becomes available at a reasonable cost, and **ORDERED** to inform the CSEA once it has been obtained. If private health insurance becomes available to the child support obligor at a reasonable cost, the obligor shall inform the CSEA and may seek a modification of health insurance coverage from the Court.



**CHILD SUPPORT**

For purposes of this order, \_\_\_\_\_ is the Child Support Obligor and \_\_\_\_\_ is the Child Support Oblige.

This order for child support and cash medical support is **EFFECTIVE** \_\_\_\_\_.

**IT IS THEREFORE ORDERED ADJUDGED AND DECREED** that the Child Support Obligor shall pay **child support in the sum of \$ \_\_\_\_\_ per month and cash medical support in the sum of \$ \_\_\_\_\_ per month**, plus 2% processing charge for each, for a **total of \$ \_\_\_\_\_** including the 2% processing charge.

**Deviations:**

**Check if applicable:** The above child support is subject to a deviation from the amount of child support that would otherwise result from the use of the Basic Child Support Schedule and the applicable worksheet, through the line establishing the actual annual obligation because:

- Court-Ordered parenting time is equal to or exceeds 90 overnights per year (automatic 10% deviation).
- Court-Ordered parenting time is equal to or exceeds 147 overnights per year (additional \_\_\_\_% / \$\_\_\_\_\_ deviation).
- Other: (\_\_\_\_% / \$\_\_\_\_\_ deviation)\_\_\_\_\_

The Obligor is employed and Notice to Withhold shall issue to the Obligor's employer:

\_\_\_\_\_  
\_\_\_\_\_.

The worksheet used to compute child support and cash medical support under Ohio Revised Code 3119.022 or 3119.023 is attached **hereto and incorporated herein**.

The Court's Standard Mandatory Notifications are attached hereto and incorporated herein.

**FIFTH: TAX EXEMPTIONS**

Income tax dependency exemptions (check all that apply):

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

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

**SIXTH: MODIFICATION**

This Parenting Plan may be modified by agreement of the parties or by the Court. The Court retains jurisdiction over all issues regarding the minor child(ren).

**SEVENTH: ATTACHMENTS**

The following documents are attached hereto and incorporated herein:

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| Parenting Schedules                   | Standard Mandatory Notifications    |
| Standard Holiday Parenting Time Order | Child Support Computation Worksheet |
| Other: _____                          | Parenting Time Procedures           |
|                                       | Child Support Payment Info Sheet    |

**EIGHTH: OTHER**

**Upon approval by the Court, this Parenting Plan shall be incorporated in the Judgment Entry.**

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

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Email Address**

## **Greene County Domestic Relations Court Parenting Time Procedures**

### **GENERAL PARENTING PRINCIPLES**

During and after a divorce, there is often a crisis period (from several months to years) during which families are under great stress because of loss, conflict, or change. Most studies show, and psychologists uniformly agree, that the children who do best following divorce are from those families that maintain a low level of conflict. The absence of conflict is more critical than the amount of time either parent spends with the child. Although spouses may terminate their marital relationship, parents should never terminate their relationship with their children.

No specific parenting schedule will satisfy the needs of all children and all parents over the years. Critical to the success of any schedule is that each parent remain flexible, based upon the changing needs of children as the children grow older. The Court recognizes that each situation and each child is different. It is preferred that parents tailor the parenting schedule to meet the specific needs of their children. Consistency in the scheduled time is also helpful for both parents and for children of all ages.

Parents are the best judge of what meets the needs of their children. Although a child's wishes and concerns may be considered in determining parenting schedules, they are not the controlling factor. If a child indicates a strong opposition to being with the other parent, it is the responsibility of both parents to support and encourage parenting time. Both parents must deal appropriately with the situation by calmly discussing with the child his/her reasons. The parents must work together to alleviate the misgivings without confrontation or argument. If they cannot resolve the problem, the parents should seek the assistance of a counselor or other professional. It is the absolute duty of each parent to foster an environment which avoids such problems and to make certain that the children have a healthy ongoing relationship with both parents.

### **PROCEDURES**

- 1. Parenting Time Exchanges:** The receiving parent has responsibility for transportation of the children for their parenting time and may use another adult well-known to the children for picking up or dropping off the children when necessary. Any person transporting the children may not be under the influence of alcohol or drugs, and must be a licensed, insured driver. All child restraint and seat-belt laws must be observed by the driver. Car seats should be exchanged when required.
- 2. Make-up Non-Residential Parenting Time:** Make-up days shall be given if an emergency prevents scheduled parenting time. All make-up parenting time shall be rescheduled and exercised within sixty (60) days.
- 3. Canceling or Choosing NOT to Exercise Parenting Time:** Each parent must give notice of his/her intent not to have parenting time, at least 24 hours in advance, unless a last minute emergency occurs. A parent who does not exercise a specific parenting time forfeits that specific time.

4. **Tardiness:** If the non-residential parent is more than thirty (30) minutes late without prior notification, that parenting time period shall be forfeited.
5. **Scheduling:** Parenting time arrangements are to be made solely between the parents and **NOT** through the child.
6. **School Work:** Parents shall provide time for children to study and complete homework assignments, even if the completion of work interferes with the parent's plans for the children. The residential parent is responsible for providing the non-residential parent all of the school assignments and books. Summer school which is necessary for a child must be attended, regardless of which parent has the child during the summer school period.
7. **Extracurricular Activities:** Regardless of where the children are living, their continued participation in extracurricular activities, school related or otherwise, should not be interrupted. It shall be the responsibility of the parent with whom the children are residing at the time to discuss the scheduling of such activities with the children and to provide transportation to the activities. Each parent shall provide the other parent with notice of enrolled extracurricular activities, address, and telephone number of the activity leader, if available.
8. **Order of Priority:** In the event parenting time allotted to the parents falls on the same day(s), the following is the order of priority of parenting time: (1) Summer Break\*+; (2) Holidays; (3) Spring Break/Winter Break; (4) Mid-week & Weekend Parenting Time.

For example, Easter (Father's holiday) falls during the children's Spring Break (Mother's holiday). Father's Easter parenting time would take priority over Mother's Spring Break parenting time.

\* For purposes of interpreting the holiday schedule, summer break begins June 1<sup>st</sup> and ends August 31<sup>st</sup> each year.

+ Exceptions to the Order of Priority are Father's Day and the minor child(ren)'s birthday(s), which are holidays or days of special significance that take precedent over Summer Break.

9. **Contact:** Each parent may have reasonable telephone and email contact with the children.
10. **Promptness:** Parents are expected to be prompt for all parenting time exchanges. If a parent is going to be late, he/she must contact the other parent and give a reasonable estimated arrival time. Chronic lateness may be a reason to modify the schedule. The children should be ready to leave with the parent at the scheduled time.
11. **Conduct:** A parenting time exchange is not the time for parents to air their grievances with the other parent. It is important for the children that the exchanges take place without any conflict between their parents.



**Greene County Domestic Relations Court**  
**Mandatory Standard Notice Regarding Support, Medical Insurance, and Parental Access.**

The duty of support imposed to this order shall continue beyond the child's eighteenth birthday only if the child continuously attends a recognized and accredited high school on a full-time basis on and after the child's eighteenth birthday. The order shall not remain in effect after the child reaches age nineteen, unless the child is determined to be mentally or physically disabled and is incapable of supporting or maintaining himself or herself, or the child's parents have agreed to continue support beyond the child's eighteenth birthday pursuant to a separation agreement that was incorporated into a decree of divorce or dissolution. The obligor shall continue to pay support under the order, including during seasonal vacation periods, until the order terminates.

All notices to the CSEA as required by this order shall be sent to the Greene County CSEA, 541 Ledbetter Road; Xenia, OH 45385, (937)562-6200 or toll free in Ohio at 1-800-337-1740, fax- (937)562-6285.

Payments are to be paid to **Ohio Child Support Payment Central, P.O. Box 182372, Columbus, OH 43218**. The Child Support Obligor shall make payments by certified check, money order, personal check, or traveler's check until the payments are withheld by an income withholding or deduction notice. Include the **case number** and **Court order number (SETS#)** on all payments. Payments may also be paid online at [www.jfs.ohio.gov/ocs](http://www.jfs.ohio.gov/ocs) or [www.e-quickpay.com](http://www.e-quickpay.com).

Pursuant to ORC section 3121.27, all support under this order shall be withheld or deducted from the income or assets of the Child Support Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with ORC Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to ORC sections 3123.24 to 3123.38 and shall be forwarded to the Child Support Oblige in accordance with ORC Chapters 3119, 3121, 3123, and 3125.

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 CSEA in accordance with ORC section 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the CSEA that require the Child Support Obligor to notify the CSEA of any change in his/her employment status or of any other change in the status of his/her assets, are final and are enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment required under the administrative order, and processing charges.

Pursuant to ORC section 3121.28, the Child Support Obligor and Child Support Oblige are hereby notified that, regardless of the frequency or amount of the support payments to be made under the order, the CSEA shall administer the support order on a monthly basis, in accordance with ORC sections 3121.51 to 3121.54. For the purpose of monthly administration of support payments that are to be made other than on a monthly basis, the CSEA will calculate the monthly amount in the following manner:

- (1) If the support is to be paid weekly, the CSEA will multiply the weekly amount of support due under the support order by fifty-two and divide the resulting amount by twelve.
- (2) If the support is to be paid biweekly, the CSEA will multiply the biweekly amount of support due under the support order by twenty-six and divide the resulting amount by twelve.
- (3) If the support is to be paid periodically but not weekly, biweekly or monthly, the CSEA will multiply the periodic amount of support due by an appropriate number to obtain the annual amount of support due under the support order and divide the annual amount of support by twelve.

If payments are to be made other than on a monthly basis, the required monthly administration of the support order shall not affect the frequency or the amount of the support payments to be made under the support order.

Pursuant to ORC section 3121.45, any payment of money by the Child Support Obligor to the Child Support Oblige that is not made through Ohio Child Support Payment Central or the CSEA administering the support order shall not be considered a payment of support under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed to be a gift.

**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS/HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT PHONE 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 THE 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.**

#### **NOTICE TO REPORT REASONS WHY A SUPPORT ORDER SHOULD TERMINATE PURSUANT TO ORC SECTIONS 3119.87 AND 3119.88**

The Child Support Obligees shall immediately notify and the Child Support Obligor may notify the CSEA of any reason for which the child support order should terminate. Reasons for which a child support order should terminate include all of the following:

- A. The child attains the age of majority (18) if the child no longer attends an accredited high school on a full-time basis;
- B. The child ceases to attend an accredited high school on a full-time basis after attaining the age of majority (18);
- C. A termination condition specified in the Court Support Order has been met for a child who reaches nineteen years of age;
- D. The child's death, marriage, emancipation, enlistment in the armed services, deportation, change in legal custody of the child, or the child's adoption;
- E. The Obligor's death; or
- F. Marriage of the Obligor under a child support order to the Obligees, if the Obligor and Obligees reside together with the child.

Both the Child Support Obligor and Child Support Obligees have a right to request an administrative review of the support order for child support and medical support thirty-six months from the establishment of the order or from the date the most recent support order or sooner, if certain circumstances are present. Contact the Greene County Child Support Enforcement Agency for further details.

#### **SPOUSAL SUPPORT**

If the Obligees is receiving spousal support from the Obligor and the support is paid through the CSEA, the Obligees shall immediately notify the CSEA, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.

## **HEALTH INSURANCE AND EXPENSES**

Within 30 days after the issuance of this order, the Health Insurance Obligor shall provide to the CSEA documentation that verifies coverage is being provided as ordered.

The Obligor and/or Obligee shall pay extraordinary medical expenses of the child(ren) as determined by the formula contained in the support order.

The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under ORC section 3109.19, or the CSEA, ~~on~~ upon written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number and to otherwise comply with ORC section 3119.32 and any order or notice issued under ORC section 3119.32.

If the Health Insurance Obligor obtains new employment, the CSEA shall comply with the requirements of ORC section 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) named in the order in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

Within 30 days of the date of this support order, the Health Insurance Obligor must provide to the other party information regarding the benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the coverage and a copy of any necessary insurance cards.

## **NOTICE OF INTENT TO RELOCATE**

Either parent must file a Notice of Intent thirty (30) days in advance if he or she intends to move to a residence other than the residence specified in the court Order. This notice must be filed with the Court that issued the Order, and the Court shall send a copy of this notice to the other parent, UNLESS the Court has previously determined that no notice should be sent pursuant to ORC 3109.051(G).

Upon receipt of this notice, the Court, on its own Motion or the Motion of the non-residential parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child to revise the parenting time schedule.

If you are a residential parent, or if you participate in a shared parenting plan, and intend to move, you **MUST** file a "Notice of Intent to Relocate" at least 30 days prior to a move within Greene County and 60 days prior to a move out of Greene County. Any party receiving such a notice may request that a hearing be conducted to readjust the allocation of parental rights and responsibilities. A residential parent shall not remove the children from the state of Ohio for the purpose of establishing residency for them in another state without either (1) a court order approving such change and establishing a parenting schedule or (2) an agreement signed by the parties.

## **NON-RESIDENTIAL PARENT ACCESS**

The Court **ORDERS** that the non-residential parent of the child/children is entitled to access, under the same terms and conditions under which access is provided to the residential parent to any record and to any student activity that is related to the child/children and to which the residential parent of the child/children is legally provided access, and to any child daycare provider that is, or that in the future may be, attended by the child/children with whom the right of parenting time is granted.

**NOTICE:** Any keeper of a record who knowingly fails to comply with the Order or ORC 3109.05 (H)(1) is in contempt of Court.

**NOTICE:** Any school official or employee who knowingly fails to comply with the Order or ORC 3109.05(J)(1) is in contempt of Court.