

Language for Sole/Shared Parenting with Private Health Insurance

The **Obligor** pays child support and the **Obligee** receives child support. _____ is the Child Support Obligor. _____ is the Child Support Obligee.

The full name and date of birth of each child subject to this child support order includes the following: _____

_____, who is the _____ provides private health insurance for the parties’ child(ren) that is accessible through a group policy, contract, or plan. Private health insurance is reasonable in cost or is provided in accordance with R.C. 3119.302(A)(2).

Based upon the evidence presented to the Court and The Child Support Worksheet attached hereto and incorporated herein, the Court finds that it is in the best interest of the parties’ child(ren) that effective _____, the Obligor, _____, will pay child support to _____, Obligee, payable through The Office of Child Support of The Department of Job and Family Services for the parties’ child(ren) as follows:

Current child support per month, per child (before processing fee)	\$
Combined current child support (before processing fee)	\$
Current cash medical support obligation per month, per child (before processing fee)	\$
Combined cash medical support (before processing fee) **	\$
Child support arrearage payment per month (before processing fee)	\$
2% Processing Fee on TOTAL monthly order	\$
TOTAL MONTHLY ORDER:	\$

Deviation (SELECT only the applicable paragraphs):

a. The Child Support Obligor’s obligation for child support is deviated by _____ AND/OR **[circle appropriate choice]** the Child Support Obligor’s cash medical support obligation is deviated by _____. The Obligor’s child support AND/OR **[circle appropriate choice]** cash medical support obligation(s) deviate(s) from the actual annual obligation on the child support worksheet attached hereto because, pursuant to R.C. 3119.23 (A) through (Q), the actual annual obligation is unjust, inappropriate and not in the best interest of the parties’ child(ren) for the following reasons: _____

AND/OR (which may be in addition to factors considered pursuant to R.C. 3119.23(A)-(Q))

b. The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 90 overnights per year and is entitled to a 10% reduction as identified on Line 24 of the attached Child Support Worksheet, pursuant to R.C. 3119.231(A);

OR [SELECT AS APPLICABLE]

The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 147 overnights per year and the Court has determined the deviation for Obligor's parenting time shall be _____ as shown on Line 24 of the attached Child Support Worksheet, pursuant to R.C. 3119.23(B).

OR

c. The Child Support Obligor's obligation for child support and cash medical support do not deviate from the actual annual obligation on the child support worksheet attached hereo. **[If there is NO deviation and over 90/147 overnights for the Obligor, pursuant to R.C. 3119.23 identify the facts that are the basis for a deviation not being granted]** _____

Any credit or arrearage of child support or spousal support on the Child Support Enforcement Agency (CSEA) records is preserved.

Notwithstanding Section 3109.01 of the Revised Code, the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order shall continue beyond the child's eighteenth birthday only in accordance with Section 3119.86 of the Revised Code. The duty of support shall continue during seasonal vacations. Child Support Obligor is responsible for making payments directly to The Office of Child Support of The Department of Job and Family Services until such time as a deduction order takes effect. Any payment made directly to the Child Support Obligee and not through The Office of Child Support of The Department of Job and Family Services shall be deemed a gift and not credited to the support account.

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 Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Child Support Obligee in accordance with Chapters 3119, 3121, 3123 and 3125 of the Revised Code. A person and/or entity required to comply with withholding or deduction notices described in Section 3121.03 of the Revised Code shall determine the manner of withholding or deducting from the specific requirement included in the notices without the need for any amendment to the support order, and a person required to comply with an order described in sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code shall comply without need for any amendment to the support order. The withholding or deduction noticed and other orders issued under sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code, and the notices that require the obligor to notify the Child Support Enforcement Agency administering the support order of any change in the obligor's employment status or of any other change in the status of the obligor's assets, are final and enforceable by the Court.

Payments to Child Support Payment Central ("CSPC") must be sent to the following address: Ohio CSPC, P. O. Box 182372, Columbus, Ohio 43218-2372. Payments may be made by personal check, certified check, cashier's check, or money order. The payment must include the

Court case number _____ and the SETS number _____. If the SETS number is not available, then the payment must include Obligor's Social Security number.

Regardless of the frequency or amount of the support payments, The Office of Child Support of The Department of Job and Family Services will administer the order on a monthly basis in accordance with R.C. 3121.51 to 3121.54. Payments must be made as ordered by the Court.

The Obligee must notify The Child Support Enforcement Agency immediately and the Obligor may notify The Child Support Enforcement Agency of any reason to terminate the support order. A willful failure to notify The Child Support Enforcement Agency is contempt of court. Reasons include but are not limited to the following: a) the child turns 18 years old and no longer attends an accredited high school on a full-time basis, if the support order does not require support to continue past age 18; b) the child's death, marriage, emancipation, or enlistment in the armed services; or c) the change of legal custody of the child.

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.

Definitions: Applicable to Health Expenses and Health Insurance

“Cash Medical.” At this time, the State of Ohio recognizes that parents spend an average of \$388.70 per year, per child on uncovered health care expenses. Therefore, the term “cash medical” is defined as \$388.70 per child, per year (as amended by statute), and the responsibility for paying this expense is allocated between the parents by income shares, as identified on Line 23 of the child support worksheet.

“Cash medical support” means a dollar amount ordered to be paid in a child support order towards “ordinary medical expenses” incurred on behalf of the children identified in the parties’ child support order during a calendar year. The child support recipient’s share (Obligee) remains in his/her household, while the child support payor’s share (Obligor) is paid to the Obligee in conjunction with the child support amount ordered, **** unless the child is receiving government provided healthcare at no cost to either parent.**

“Ordinary medical expenses” include copayments, deductibles and uninsured/unreimbursed medical-related costs for the children named in the child support order.

“Extraordinary medical expenses” include any uninsured/unreimbursed medical-related costs incurred for a child named in the child support order that exceed the total cash medical support amount, including the monthly amount that is Obligee’s share, as identified on line 28 of the child support worksheet.

“Reasonable cost for health insurance” means that a plan of health insurance for the child(ren) identified in the child support order is accessible to the parent ordered to provide health care coverage at a cost of 5% or less of his/her gross annual income (identified as the “Health Insurance Maximum” on line 8 of the child support worksheet), unless: (a) one or both parties expressly agree to provide such health insurance for the children at a cost exceeding 5% of his/her gross income; or (b) the Court finds that it is in the best interest of the parties’ child(ren) for one or both parents to provide such insurance at a cost exceeding 5% of his/her gross income as such insurance coverage will not impose an undue financial burden on the parent(s).

Provision of Health Insurance for the Child(ren)

Select the appropriate choice:

a. One or both parents has/have private, accessible health insurance available for the child(ren) subject to the child support order at a reasonable cost (of 5% or less of his/her gross income); or

b. Despite exceeding a reasonable cost of 5% of his/her gross income(s), _____ have/has agreed that _____ shall obtain or maintain private health insurance for the children; or

c. Despite exceeding reasonable cost of 5% of his/her gross income(s), the Court has determined that it is in the best interest of the child(ren) and that the cost of providing private health care coverage will not impose an undue financial burden on the parent(s); therefore, _____ shall obtain or maintain private health insurance for the children.

d. -AND- include the following for choice a, b or c: Pursuant to R.C. 3119.30, it is hereby ordered that no later than thirty (30) days after this issuance of this Order,

_____ shall maintain private health insurance for the child(ren) named in the child support order so long as this parent continues to have private health care coverage available at a reasonable price for the child(ren). **A Qualified Medical Child Support Order shall issue.**

-AND- (regardless whether you select paragraph 1 or 2 above)

This Order shall remain in effect for each child identified in the parties' child support order until each such child reaches the age of eighteen (18) and no longer attends an accredited high school on a full-time basis unless otherwise ordered. Except in cases in which a child support order requires the duty of support to continue for any period after the child reaches age nineteen, the order shall not remain in effect after the child reaches age nineteen.

Payment of Uninsured/Unreimbursed Extraordinary Medical Expenses

Both parents are liable to all health care providers for their child(ren)'s uncovered extraordinary health care expenses as defined herein according to the formula set forth below.

The Child Support Obligor, _____, is responsible for paying the first \$388.70 per year, per child for the child(ren)'s uninsured/unreimbursed health care expenses **[This amount will be modified if there is a deviation in cash medical support, to correspond with the amount of the deviation as identified on lines 27 and 28 of the child support worksheet. A 100% deviation will result in the parents paying all uncovered health expenses proportionally, as all such expenses would be "extraordinary." Obligor should only be responsible for paying a certain amount, per year, per child, if that amount is paid as cash medical support (amount will include both parties' shares)].**

The remaining costs of any and all extraordinary medical expenses, including but not limited to, uninsured/unreimbursed medical, dental, orthodontic, optical, prescription, psychological, counseling or psychiatric expenses, including deductibles and/or co-payments under the health insurance plan for the child(ren), shall be paid _____% by the Child Support Obligor, _____ and _____% by the Child Support Obligor, _____.

Each parent must submit to the other parent copies of all medical bills and receipts for payment as soon as each parent is in receipt of the bill/receipt. Each parent must submit copies of all bills (including expenses for which the submitting parent is responsible) so the other parent is aware of what expenses have been incurred and what expenses have been paid. Each parent should have a complete set of all the medical bills and receipts. Documentation of all such expenses shall be provided to the other parent and reconciliation of the amounts owed for reimbursement shall occur on a quarterly basis (the last day of January, April, July, and November each year).

If one parent has paid the bill in full, the other parent must pay his/her share to the parent who paid the bill within 30 days after he/she receives the receipts. If the health care provider has not been paid in full, each parent must make arrangements with the health care provider to pay his/her share within 30 days of the date that he/she receives the bill. If the bill is later reduced for any reason (insurance payment, insurance company modification, etc.), the parent who first learns of the reduction must notify the other parent immediately. Each parent's portion of the original bill will be reduced accordingly, based on the percentage of each parent's responsibility for the original bill. Neither parent may use the child(ren) to deliver medical bills, proof of payment, or reimbursement to the other parent.

Pursuant to Ohio Revised Code Sect. 3119.30, the parent(s) ordered to provide private health insurance for the child(ren) shall, not later than thirty (30) days after the issuance of the order herein, supply the other parent with information regarding the benefits, limitations and exclusions of the health care coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the health care coverage and a copy of any necessary insurance cards.