

**Butler County
Court of Common Pleas
Division of Domestic Relations**

**Government Services Center
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www.butlercountyohio.org/drcourt



AMENDMENT TO COURT RULES

**Judge Sharon L. Kennedy
Judge Eva D. Kessler**

The following amended rules replace corresponding Court Rules Effective January 2007. All other Court Rules effective January remain in effect.

Effective February 2009

Amended Rules \$2.50

Amended Rules with Rules \$5.00

**DR 10. Filing Requirements for Child Support Calculation Sheets
(Forms DR 624, 625, and 626)**

- (A) All original filings for divorce, annulment, legal separation or dissolution shall be accompanied by a completed child support calculation sheet and Appendix B – Affidavit of Available Health Care Coverage if there are minor children involved, unless the parties are still living in the same household.

Motions requesting a modification of child support shall also be accompanied by a completed child support calculation sheet and Appendix B – Affidavit of Available Health Care Coverage.

The calculation sheet shall be signed by the person who prepared it. The calculation sheet shall also be signed by the party or parties submitting it.

- (B) Child support shall be calculated in one (1) of the following manners:

(1) If an Administrative Order exists and:

(a) it is not adopted by a court, then the filing party shall attach the administrative order and adopt the same order as the temporary order of support.

(b) it is adopted by a Juvenile Court, or any court, then the filing party shall attach the adopted order and shall provide the case number of the Juvenile Court case, provide language that the obligation of support is pursuant to the Juvenile Court order and the order is subject to the continuing jurisdiction of the Juvenile Court.

(2) If the income of the obligee and obligor is known, child support shall be calculated in accordance with the guidelines and stated in monthly and per pay period, per child terms;

(3) If the income of the obligee or obligor is unknown, but the employment is known, a statement that child support cannot be calculated at this time and the information is being obtained by subpoena *duces tecum*;

(4) If both the income and employment of the obligee or obligor is unknown, a statement that the information cannot be obtained by reasonable means and a statement that child support was calculated in one (1) the following manners:

(a) The filing party has made a good faith estimate based upon past income information of the obligee's or obligor's income and calculated child support in accordance with the guidelines; or

- (b) The filing party does not know if the obligee or obligor has any income and child support is in accordance with the statutory minimum support order and the obligor shall seek work.
- (5) If the obligor has no income, the order will provide that the obligor seek work and pay the current statutory minimum support order (currently \$50.00 per month for all children subject to the order). If the obligor has no income and the filing party believes the obligor is voluntarily unemployed or underemployed, then the filing party may request a hearing for the court to impute income.

DR 12. Title IV-D Application

The preparer of the Decree or the filer of a temporary child support order which includes cash medical support order or a post-decree child support motion shall complete an application for Title IV-D services whenever a child support obligation is sought. The IV-D application shall be submitted contemporaneously with a temporary child support order which includes a cash medical support order, the decree of divorce, legal separation, dissolution of marriage, or final parenting order for a Juvenile Court Assigned Parenting case. A IV-D application shall also be filed by the obligee and obligor with post-decree child support or health insurance motions. **Only the original IV-D application is needed.**

DR 22. Temporary Child Support Order

(A) When both parties remain in the same home:

If both parties remain in the marital residence, the plaintiff shall file with the complaint an *ex parte* order, which provides that each parent shall continue to provide support and maintain all current health insurance coverage for the minor children in accordance with the established practices of the household.

(B) When the parties are separated:

- (1) If the parties live in separate households and one party has been designated the residential parent of the children, the plaintiff shall file with the complaint an *ex parte* order which requires the non-residential parent to pay child support and, if applicable, a cash medical support order.
- (2) The filing party shall complete and file Appendix B - Affidavit of Available Health Care Coverage with the child support computation worksheet.
- (3) The amount of the child support order shall be calculated pursuant to ORC 3119.01-3119.02, 3119.29-3119.32 and calculation sheets shall be attached to each temporary order. The child support obligation shall be stated in both the monthly amount when health insurance is provided and when health insurance is not provided. The order shall include a statement that if health insurance is not provided the obligor shall pay the monthly cash medical support and include the monthly amount of the cash medical support.

In addition the order shall state the amount of the child support obligation per child per pay period when health insurance is provided and when health insurance is not provided.

- (4) Child support shall be calculated in one (1) of the following manners:
 - (a) If an Administrative Order exists and:
 - (i) it is not adopted by a court, then the filing party shall attach the administrative order and adopt the same order as the temporary order of support.
 - (ii) it is adopted by a Juvenile Court, then the filing party shall attach the adopted order and shall provide the case number of the Juvenile Court case, provide language that the obligation of support is pursuant to the Juvenile Court

order and the order is subject to the continuing jurisdiction of the Juvenile Court.

- (b) If the income of the obligee and obligor is known, child support shall be calculated in accordance with the guidelines and stated in monthly and per pay period, per child terms;
- (c) If the income of the obligee or obligor is unknown, but the employment is known, a statement that child support cannot be calculated at this time and the information is being obtained by subpoena *duces tecum*;
- (d) If both the income and employment of the obligee or obligor is unknown, a statement that the information cannot be obtained by reasonable means and a statement that child support was calculated in one (1) the following manners:
 - i. The filing party has made a good faith estimate based upon past income information of the obligee's or obligor's income and calculated child support in accordance with the guidelines; or
 - ii. The filing party does not know if the obligee or obligor has any income and child support is in accordance with the statutory minimum support order and the obligor shall seek work.
- (5) If the obligor has no income, the order will provide that the obligor seek work and pay the current statutory minimum support order (currently \$50.00 per month for all children subject to the order). If the obligor has no income and the filing party believes the obligor is voluntarily unemployed or underemployed, then the filing party may request a hearing for the court to impute income.
- (6) All child support obligations shall be stated pursuant to Appendix A - Child Support Language.
- (7) If there is a request for a deviation from guideline child support, the submitting party shall comply with the mandatory language requirements in Appendix A and shall be accompanied by a Notice to Case Management (Form C16) which has been signed by a hearing officer.
- (8) Temporary child support orders shall be effective the first Friday following service and payable:

- (a) If a temporary child support order requires the payment of a cash medical support order, the temporary order, plus the 2% processing fee shall be paid through CSEA. A Form DR 201 and a IV-D application shall accompany the temporary order.
 - (b) If a temporary child support order does not require the payment of a cash medical support order, the temporary order shall be paid directly to the obligee.
- (9) In addition to monetary payments, all temporary child support orders shall require the parties to pay for their children's health care expenses in accordance with the established practices of the household. The order shall also provide that the parties maintain their current health insurance policies.

DR 30. Contested Divorce Cases

(A) Mandatory Disclosure

Within thirty (30) days of the filing of an answer or counterclaim, each party shall disclose to the other all of the following:

- (1) All pension, profit sharing, and retirement benefits, including IRA's;
- (2) All COBRA benefits to which the party may be entitled;
- (3) Copies of all real estate deeds and vehicle titles;
- (4) Copies of the last three (3) years' income tax returns;
- (5) Documentary proof of current income from all sources;
- (6) Copies of the most recent statements on all bank accounts, mortgages, credit card accounts and other debts;
- (7) Completed Form DR 602s as required by these rules (Rule DR 6);
- (8) Completed Form DR 617 as required by these rules (Rule DR 7).
- (9) A statement from their employer as to the availability of health insurance. If available, the cost of coverage for the employee and the cost of the coverage for the employee and the children of the marriage.
- (10) If the children are receiving medical benefits through a State medical program, then the parties shall exchange a copy of the medical card.

Failure to comply with Rule DR 30(A) may result in sanctions under Civil Rule 37, including a contempt citation, dismissal of claims, and restrictions upon the submission of evidence.

DR 31. Motion Practice

(A) Time of Hearing

- (1) Motions shall be approved by the Case Management Office and shall contain a notice of the time, date, place of the hearing, and the name of the hearing officer. Hearing dates may be obtained from Case Management either over the telephone or in person.

For expediency of docket scheduling **all** motions shall be scheduled in concurrence with counsel's calendars.

When obtaining a hearing date over the telephone counsel or the *pro se* litigant shall initiate a telephone conference with counsel of record. When obtaining a hearing date in person, counsel or *pro se* litigant shall inform Case Management whether the opposing party is represented by counsel.

- (2) Magistrates' hearings shall be scheduled in thirty (30) minute intervals. If more time is needed, the party shall request additional time when scheduling the hearing.
- (3) Parties filing cross motions that will require additional time shall request the same. If a continuance is required because of the failure to request sufficient time, the Court may entertain a motion for attorney fees or other sanctions.
- (4) The party filing a motion shall submit a file-stamped copy of the motion to the Case Management Office no later than ten (10) business days after obtaining a hearing date. Any failure to comply with the provision will result in the Case Management Office vacating the hearing date and sending a notice to all parties.

(B) Hearings on Motions/Admissibility of Documents/Attorney Fees

Rule DR 30(E) applies to motion practice as well as contested cases.

(C) Content of Motions

Motions shall be captioned from the choices on the approved list Form DR 722 so that each motion may be identified correctly and that the appropriate amount of time is scheduled for hearings.

A Family Information Sheet (DR Form 729) containing the names, addresses, dates of birth, social security and telephone numbers of both parties and all children of the marriage shall be prepared and

presented to the Case Management Office with the filing of any post decree motion.

Motions shall identify the judge who is assigned to the case and the hearing officer before whom the motion is set. Motions shall contain the names and addresses of the parties. Parenting motions shall specify which child or children are at issue and their dates of birth.

(1) Motions to Modify

Motions to modify prior orders of the Court shall contain a statement of the order sought to be modified, the nature of the modification sought, and the specific change in circumstances that justifies modification. Motions to modify child support orders shall be accompanied by completed child support calculation sheets if the incomes of the parties are known. If the income of a party is unknown, the moving party shall comply with Rule DR 10(B). Calculation sheets shall be presented to the Court at the conclusion of the hearing. The Court shall attach a copy of a calculation sheet to every entry, which modifies a support order.

Any party filing a motion to modify child support in a case where administrative review and adjustment proceedings are pending shall serve a copy of the motion on the CSEA by ordinary mail addressed to Administrative Hearing Officer, 315 High Street, Hamilton, Ohio, 45011.

(2) Motions for Lump Sum Judgment

Motions for lump sum judgment shall contain a statement of the order upon which the motion is based and a statement of the total amount due under the order. If the motion pertains to a child or spousal support order administered through the CSEA, CSEA records shall be presented at the hearing.

(3) Motions for Interest on Arrearage

Regarding support orders that were issued or modified after July 1, 1992, the Court shall assess interest pursuant to ORC 3123.17 where the failure to pay is proved willful. The interest rate shall be per statute. Interest shall be simple, not compound. Motions requesting an award of interest shall be accompanied by an interest calculation. The CSEA shall provide interest calculations upon request. The request must be made three (3) weeks in advance of need.

(4) Motions Regarding Health Care Expenses

- (a) An itemized and chronological list of all bills for which payment is requested, the name and address of each health care provider, the date of service, the nature of the service provided, and the name and date of birth of the person who received the services shall accompany every motion regarding payment of, or reimbursement for, health care expenses. The itemized list of all bills need not be filed with the Clerk of Courts with the motion. The Court shall hold a copy of the itemized list in the case card and the movant shall send a copy of the itemized list to the opposing party twenty-five (25) days prior to the hearing.
- (b) The motion shall state all amounts that have been paid by insurance companies and the balances remaining. The motion shall state the cash medical support paid, if known, and credited, if any, and the balance remaining after crediting the cash medical support paid. The motion shall also contain a statement that an affidavit of cash medical support paid has been requested from the CSEA, at least 3 weeks prior to the hearing. The affidavit itself shall be presented to the court at the time of the hearing. The motion shall state the final amount sought to be reimbursed.
- (c) The motion shall also contain an assurance that the movant has previously forwarded the health care bills and all copies of associated Explanation of Benefits, if in the movant's possession to the respondent and that payment has not been made within thirty (30) days.

(5) Motions in Contempt

Motions requesting a finding in contempt shall contain a statement of the Court order alleged to have been violated, and the facts constituting the violation. Motions for contempt of a support order, which has at any time been payable through the Butler County Child Support Agency (CSEA) or the Ohio Child Support Payment Center (OCSPC), shall contain a statement that an affidavit of arrearage has been requested from the CSEA at least three (3) weeks prior to the hearing. The affidavit itself shall be presented to the Court at the time of the hearing. Upon a finding of contempt the Court may award attorney fees up to \$500.00 and Court costs. If a higher award is sought, the attorney must request fees as a part of the motion and comply with Rule DR 30(E)(3).

(6) Motion for Clarification

The Domestic Relations Court will not entertain motions for reconsideration. The Court will hear motions for clarification or motions to correct a factual error or omission in a decision. The purpose of these motions is to provide a remedy for mathematical errors, failure to address an issue or an item of property, and similar mistakes. This is a limited review process for decisions containing one or two errors, omissions or instances of confusing language. If, in your opinion, the decision is replete with error, the proper recourse remains an objection, in the case of a magistrate's decision, or an appeal in the case of a judge's decision. Motions for clarification or motions to correct a factual error shall be filed within fourteen (14) days of the filing of the decision.

When a docketed matter is settled or dismissed, the attorney for the plaintiff or the movant shall notify the Case Management Office immediately so that the Court time can be reassigned.

(D) Failure to Conform to Rule DR 31

The Court may dismiss, on its own motion, any motion that does not comply with the requirements of Rule DR 31.

DR 32. Agreed Entries

(A) Mandatory Language Requirements

The mandatory language shall be used as written in these Rules. Any deviation from the mandatory language requires notice to the other party and permission of a Hearing Officer.

The requesting party shall submit an original Notice to Case Management (DR Form C-16). The requesting party shall set forth every deviation from the mandatory language for consideration. The requesting party shall send a copy of the completed DR Form C-16 to opposing counsel or *pro se* litigant with the Agreed Entry. After review by opposing party or *pro se* litigant the requesting party shall provide the original completed DR Form C-16 to Case Management with the Agreed Entry. The Hearing Officer shall review the request and will approve or reject the deviation on the original DR Form C-16.

A violation of Rule DR 32 may result in the imposition of sanctions at any time.

(B) In General

Whenever an agreement is reached before the scheduled hearing date, counsel or the movant shall reduce the agreement of the parties to writing. Counsel or the movant may contact Case Management and request a hearing in advance of the scheduled hearing. At that hearing the Court may adopt the agreement of the parties and vacate the scheduled hearing date, if applicable.

Case Management will not vacate the scheduled hearing date.

If an agreement is reached before the scheduled hearing date, but there is insufficient time to reduce the agreement of the parties to writing, counsel and parties shall appear at the scheduled hearing date and set forth their agreement in the record. Upon acceptance of the agreement the Court shall set the matter for a show cause hearing in order for the presentation of the Agreed Entry or Decree.

Attorneys and *pro se* litigants do not have to appear at the show cause hearing **IF** the agreed entry has been:

- (1) Approved by the Decree Division of the Case Management Office and;
- (2) Filed with the Clerk of Courts and;

- (3) A copy of the Agreed Entry or Decree has been delivered to the Case Management Office.

If the parties or counsel do not appear at the scheduled hearing then the underlying motion(s) will be **DISMISSED**.

(C) Agreed Entries No Hearing Required

An agreed entry can be filed without a hearing in the following circumstances:

- (1) Agreed entry regarding modification of child support and the agreed amount is in compliance with the Ohio child support guidelines.
- (2) Agreed entry regarding modification of health insurance responsibilities for child(ren). As long as the parties have also calculated child support pursuant to ORC 3119.01 – 3119.02 and 3119.29 - 3119.32. As long as the parties have also calculated in compliance with the Ohio child support guidelines and its agreed amount is in compliance with the Ohio child support guidelines.
- (3) Agreed entry modifying the prior shared parenting plan to change the parent designated as residential parent for school purposes only.
- (4) Agreed entry restoring a former name.

Form DR 716 is available in Case Management to file any of the agreed entries listed above.

(D) Contents of Agreed Entries

- (1) If an Agreed Entry resolves a pending motion(s), the Agreed Entry shall set forth the motion code(s), name of motion(s), date the motion(s) were filed, and the resolution the motion(s) (i.e. granted, denied, dismissed withdrawn...)
- (2) If an Agreed Entry resolves a post-decree motion, the Agreed Entry shall set forth how court costs are paid.

(E) Agreed Establishment of Paternity and Allocation of Parental Rights and Responsibilities or Modifications of Parental Rights and Responsibilities

- (1) Because the Court must determine that parenting plans are in the best interest of the child(ren), all agreements or agreed changes in allocation of parental rights and responsibilities shall be initiated by the filing of a motion. The motion shall

contain a notice of the date, time and place of hearing, as well as the name of the hearing officer assigned to hear the motion. The motion and agreement shall be submitted to the Case Management Office for review by the Decree Division.

The following shall be submitted with all agreements modifying parental rights: the shared parenting plan, if applicable, completed child support calculation sheets, and the Information for Parenting Proceeding Affidavit (Form DR 616).

- (2) All agreements or agreed changes to modify parental rights must include the following:
 - (a) The physical living arrangements for the child(ren) and a designation of which parent is the residential parent.
 - (b) In cases involving shared parenting, there shall be a separate decree of shared parenting (if applicable) and a shared parenting plan shall include:
 - (i) A provision that both parents are residential parent of the child(ren); and
 - (ii) A provision designating the residence used for establishing school placement.

If it is necessary for school or public assistance purposes the plan shall also designate a legal custodian.
 - (c) A specific schedule of parenting time with each parent, including a statement as to the parent with whom the children will be physically located during legal holidays, school holidays, and other dates of special importance [ORC 3109.04(G)(1)].
 - (i) The Court has adopted a standard parenting time schedule. That schedule is attached hereto as the current version of Form DR 610. Form DR 610 is intended to be used when the parties cannot otherwise agree upon a specific schedule of parenting time.
 - (ii) A copy of Form DR 610 shall be attached to each entry and decree in which it is adopted as the schedule of the parties.
 - (d) A statement of the child support obligation stated pursuant to Appendix A – Child support language.

- (e) The child support language shall also include:
 - (i) A statement as to whether or not the support order conforms to the schedule of support contained in ORC 3119.021;
 - (ii) A statement that such support and cash medical support, if applicable, plus a 2% processing charge, is to be paid through the Butler County Child Support Enforcement Agency (CSEA) or the Ohio Child Support Payment Center (OCSPC); and
 - (iii) A statement that such payments shall be made payable in increments that coincide with the obligor's pay periods.
- (f) The entry shall include:
 - (i) An affirmative statement as to whether health insurance is provided;
 - (ii) A statement that the cash medical support order is not subject to the deviation;
 - (iii) If health insurance is NOT provided and the child(ren) do NOT receive State or Federal medical benefits, that the cash medical support order, plus 2% processing fee shall be paid to CSEA for disbursement to the obligee; or
 - (iv) If health insurance is NOT provided and the child(ren) DO receive State or Federal medical benefits, that the cash medical support order plus 2% processing fee shall be paid to CSEA.
- (g) The monthly figure must be listed in the decree, final order, or entry and is presumed to be correct, regardless of whether the payment amount on the child support calculation sheets corresponds.
- (h) Every agreed entry that deviates from the support guidelines shall be accompanied by a Notice to Case Management (Form C-16) which has been signed by a hearing officer.
- (i) Every agreed entry must set forth the commencement date of the obligation of support.
- (j) All agreed entries which provide for the payment of child support shall have the following language:

- (i) “The duty of support shall continue beyond the age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school. A child support order shall not remain in effect after a child reaches nineteen years of age unless the order provides that the duty of support continues under circumstances described ORC 3119.86(A)(1)(a) or (b).”
- (ii) “All support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate Court order issued in accordance with sections 3121.02 to 3121.07 of the Revised Code or a withdrawal directive issued pursuant to section 3123.37 of the Revised Code and shall be forwarded to the obligee in accordance with section 3121.50 of the Revised Code.”
- (iii) “IT IS FURTHER ORDERED that until such time as a withholding or deduction order is in effect, the obligor shall discharge his or her obligation by making payments directly to the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate.”
- (iv) “IT IS FURTHER ORDERED that the obligor is restrained from making said payments directly to the obligee and the obligee is enjoined from accepting direct payments from the obligor. Any payments of support not made through the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate, shall be deemed a gift. ”
- (v) **“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. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS. IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT LIENS 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.”

- (vi) “IT IS FURTHER ORDERED that obligor and obligee immediately notify the CSEA in writing of any change in the obligor’s income source and of the availability of any other sources of income that can be the subject of a withholding or deduction order. This duty to notify the CSEA shall continue until further notice from the Court. A failure to provide such notification may make the obligor liable for retroactive support that would otherwise have been ordered.”
- (vii) “IT IS FURTHER ORDERED that the obligor and obligee shall immediately notify the CSEA, in writing, of any change in the status of the minor children of the parties which would terminate or modify the duty of the obligor to pay child support.”
- (viii) “To make payments through the Butler County CSEA:

Make cash or credit card payments **only** at the following location: Butler County Child Support Enforcement Agency, Government Services Center, 315 High Street, 8th Floor, Hamilton, Ohio 45011.

Acceptable methods of payment are as follows: Visa, MasterCard, ATM, and cash. These payments may be made locally in person only. Do not send cash by mail. Personal checks will not be accepted by the Butler County CSEA.”

(ix) “To make payments to the Ohio Child Support Payment Central (OCSPC):

(aa) The obligor shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218.

(bb) The employer shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182394, Columbus, Ohio 43128

Acceptable methods of payment to the OCSPC are as follows: certified check, cashier’s check, personal check, or money order.”

(k) The agreed entry shall specifically identify the deduction order to be issued.

If the obligor is receiving income from a payor as defined in section 3121.01(E) of the Revised Code, an income withholding notice shall issue. If the obligor’s income is not subject to withholding, a bank account deduction notice shall issue. If the obligor has no income, but is able to post bond, an order to post bond shall issue. If the obligor is unemployed and has no funds from which support can be paid, an order to seek work shall issue and the obligor shall pay the current statutory minimum support order (currently \$50.00 per month for all children subject to the order).

(l) Statement of child support arrears. If there are no arrearages, a statement to that effect.

(m) The agreed entry shall specify any child(ren) that either parent shall be entitled to claim as dependent(s) for federal income tax purposes. The agreed entry shall also

specify the tax year(s) for which the child(ren) may be claimed as dependents, the name of the person who may claim them and the requirement that the person claiming them shall be substantially current in payment of child support for any tax year for which the child(ren) are claimed as dependents. A child support obligor shall be substantially current in payment of child support if less than \$100 arrears are owed for the tax year for which the child(ren) are to be claimed as dependents, on or before January 31st of the following year. (ORC 3119.82)

- (n) The agreed entry shall contain:
- (i) A statement specifically designating that both the obligor and obligee are liable for health care of the children who are not covered by private health insurance or cash medical support;
 - (ii) A statement pursuant to ORC 3119.32 that “any person providing health insurance coverage shall, not later than 30 days after issuance of the order, provide all information regarding 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”;
 - (iii) A statement providing the name, address, and telephone number of the individual reimbursed for out-of-pocket medical, optical, hospital, dental, or prescription expenses for each child;
 - (iv) A statement that the health plan administrator may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the plan;
 - (v) A statement that any person required to provide health insurance coverage for children shall designate the child(ren) as covered dependents under any private health insurance policy, contract, or plan;
 - (vi) A statement that conforms with one of the provisions in Appendix C – Health Insurance Language.

- (vii) The agreed entry shall specifically identify the insurance order to be issued. If either or both parents have health insurance available to them through a group policy, an order for the obligee and/or the obligor to provide health insurance (Form DR 705) shall issue. If neither parent has health insurance available through a group policy and neither is able to afford private insurance, an order for the payment of medical expenses (Form DR 707) shall issue. If neither parent has health insurance available through a group policy, but one or both has the means of providing private insurance, an order to provide private insurance (Form DR 708) shall issue.
- (viii) The agreed entry shall state that the parties must comply with any obligations concerning health insurance coverage imposed under ORC 3119.30 to 3119.31 no later than thirty (30) days after the applicable order is issued.
- (ix) The agreed entry shall state that any person who fails to provide health insurance as ordered may be punished for contempt of Court and shall be solely responsible for the payment of all health care expenses incurred on the child(ren)'s behalf as a result of the failure to provide insurance. The agreed entry shall further state that if the obligor is found in contempt for failing to provide health insurance coverage and he/she has previously been found in contempt under Chapter 2705 of the Revised Code, the Court shall consider the obligor's failure to comply with the order as a change of circumstances for the purpose of modification of the amount of support due under the child support order that is the basis of the order issued under Revised Code 3119.30 to 3119.31.
- (o) If a Qualified Medical Care Support Order (QMCSO) is issued, the agreed entry shall contain a provision that the intent of the order is to enable each child named as an alternate recipient to receive health insurance coverage. The entry shall further provide that in the event there is a defect in the wording of the QMCSO which precludes that intended outcome, the Court shall retain jurisdiction to modify the QMCSO.
- (p) An order that any person who is the residential parent of a child, including any party to a shared parenting decree, and any other legal custodian shall send a notice of intent

to relocate to the Domestic Relations Court Case Management Office.

- (i) If a parent or other legal custodian desires to move, he/she must notify, in writing,
 - (aa) The other parent;
 - (bb) The Domestic Relations Court Case Management Office;
 - (cc) The Butler County Child Support Enforcement Agency (CSEA).
- (ii) Notice must be sent within the following time frames:
 - (aa) If relocating within Butler County- at least thirty (30) days in advance of the move.
 - (bb) If relocating outside Butler County- at least sixty (60) days in advance of the move.
- (iii) Written notice must be submitted to the Domestic Relations Court Case Management Office on Form C-13 if relocating within Butler County, and on Form C-13A if relocating outside Butler County.
- (iv) If either parent believes the relocation requires a change in the allocation of parenting time, it is the responsibility of that parent to file a motion to review the allocation of parenting time.
- (v) If a parent believes that the move requires a change in residential parent status, that parent may file a motion for change of residential parent or modification of the shared parenting plan, in accordance with Rule DR 41(B).
- (q) The agreed entry shall require that each parent, or other legal custodian, shall have equal access to the child(ren)'s school, day care center, medical or educational records and extracurricular or recreational activities, **or** an order limiting a parent's access to specific areas. Any order limiting a parent's access shall contain specific findings of fact, which support such limitation. The order shall contain a notice to school and day care officials and to all keepers of records that their knowing failure to comply with the order may be punishable as contempt of Court.

(F) Post-decree Agreed Modifications of Support Arrearages

All agreements to waive support arrearages shall be initiated by the filing of a motion. The motion must include an affidavit of arrears from the CSEA, if at any time support was paid through the CSEA, or a statement that a request for same has been made. The affidavit must be requested three (3) weeks prior to hearing date. The motion shall contain a notice of the date, time, place of hearing, and name of hearing officer, along with a request that the Clerk of Courts serve the CSEA with the motion and notice of hearing by certified mail. The motion and agreement shall be submitted to the Case Management Office for review by the Decree Division. If the agreement is not approved as to form, the Decree Division shall notify the submitting party and provide the reason for rejection in writing. If it is approved, both parties shall attend the scheduled hearing.

DR 44. Family Unit

The Butler County Domestic Relations Court Family Unit is available for home investigations and supervised parenting/visitation referrals. Referrals are made only by Court order from a Butler County Domestic Relations Court hearing officer.

(A) Home Investigations

The purpose of the home investigation is to assess the adequacy of the home environment and living conditions in order to determine if they meet the needs of the children.

(B) Supervised Parenting/Visitations:

The purpose of supervised parenting or visitation is to allow a parent, or other person entitled to contact, to have an opportunity for parenting or visitation when no other options exist and when that person would otherwise be denied contact.

Supervised parenting/visitation by the Family Unit will only be ordered in cases of extreme need where there is no other suitable supervisor available. Due to limited resources, the services of the Family Unit must be conserved. If there is any other suitable person or agency that can provide supervision, then those services must be used.

(C) Reports

After the completion of all home investigations and after each supervised parenting or visitation, or upon the order of the Court, a written report will be prepared and provided to the Court, the attorney(s), parties, and the guardian *ad litem*.

(D) Parenting Coordination

The purpose of Parenting Coordination is to provide parents in high conflict cases an alternative to litigation through a child focused alternative dispute resolution process.

The Parenting Coordinator shall assist parents in making decisions that are in the best interest of their minor children through education and improved co-parenting skills. In the absence of an agreement between the parties the Parenting Coordinator shall make recommendations to the Court to be adopted as court orders. The appointment of a Parenting Coordinator does not divest the Court of its exclusive jurisdiction to determine issues of parenting time, support, and possession of and access to the child.

(1) Scope

Subject to DR 44(C), the Court may order parties to participate in Parenting Coordination in cases where parties demonstrate an inability to come to decisions and have a history of entrenched child disputes. Issues regarding the parental rights and responsibilities that the Parenting Coordinator may issue recommendations on are:

1. Dates, times and methods of pick up and drop off for parenting time;
2. Participation in childcare;
3. School attendance and homework issues;
4. Bedtime;
5. Diet;
6. Clothing, equipment and personal possessions of the children;
7. Extra curricular activities;
8. Discipline;
9. Parent participation in routine at home health care and hygiene;
10. Alteration of child's appearance such as haircuts, piercings and tattoos;
11. Occasional schedule adjustments **THAT DO NOT ALTER THE BASIC TIME SHARE AGREEMENT;**
12. Participation in parenting time by and roles of significant others or relatives when there is no existing court order or Civil Protection order in effect regarding the significant others or relatives and the children;
13. Communication between the parent and child
14. Communication between the parents and;
15. Making current orders more specific to facilitate parenting time.

The Parenting Coordinator shall not make recommendations regarding residential parent status or child support. The Parenting Coordinator is also prohibited from making recommendations that alter the basic parenting schedule or time share agreement of the parties.

(2) Procedure

(a) Appointment of the Parenting Coordinator

The appointment of a Parenting Coordinator shall be made by court order through a Butler County Domestic Relations Court Judge. Parties will meet jointly with the Parenting Coordinator no later than fourteen (14) days after the court order is made to identify the specific issues that need resolution. Parties will continue to work with the Parenting Coordinator for a period of twelve (12) months.

At this initial meeting, the Parenting Coordinator and parties will sign a contract outlining their understanding of what role the Parenting Coordinator will have in their case. If the parties have been involved previously with Family Unit, parties must sign the Family Unit Involvement Waiver for Parenting Coordination Services and any other necessary Releases of Information. During this meeting the Parenting Coordinator will begin the conflict inquiry of the parties and attempt to facilitate an agreement between the parties if time permits. At the conclusion of the first meeting, another joint meeting and/or individual meetings with the parties will be scheduled if deemed necessary by the Parenting Coordinator. The Parenting Coordinator may also schedule interviews with the children and other collaterals if needed.

The Parenting Coordinator shall attempt to facilitate a resolution of disputes between the parties prior to making a recommendation to the Court.

If the parties are unable to reach an agreement with the aid of the Parenting Coordinator, the Parenting Coordinator shall make a recommendation regarding the issue(s) and present the entry to the assigned case judge for approval and signature. Once signed by the case judge, the Parenting Coordinator shall file the entry with the Clerk of Court and provide each party with a copy of the entry.

Parties shall have the option to file a motion with the Court if they disagree with the order or if the other party does not follow the court order.

If conflicts arise between the parties while they are assigned a Parenting Coordinator, parties shall contact the Parenting Coordinator to verify that the conflict may be addressed by the Parenting Coordinator. If the issue can be addressed by the Parenting Coordinator, the Parenting Coordinator shall schedule a joint meeting with the parties to discuss the conflict.

Once the assignment with the Parenting Coordinator expires, the Parenting Coordinator shall make the recommendation to the assigned case judge that Parenting Coordination services be continued or terminated.

(b) Removal of Parenting Coordinator

The term of services from a Parenting Coordinator shall be stated in the court order. Once said term expires, parties may be ordered to continue participating with the Parenting Coordinator or services may be ordered terminated based on the recommendation of the Parenting Coordinator.

- i. A Parenting Coordinator may recommend that the court the termination of Parenting Coordination services for parties for:
 1. Non-compliance with services or;
 2. Successful demonstration of the parents of the ability to co-parent and make child focused decisions.
- ii. A family may request the removal of Parenting Coordination services by an agreed entry signed by both parties and the assigned case judge, or a motion may be filed by either party with the Court requesting that the assignment of the Parenting Coordinator be terminated.

(3) Qualifications of the Parenting Coordinator

The Parenting Coordinator shall have the following minimum qualifications:

- (a) Bachelors degree in social work or a related field and at least two (2) years experience in areas related to family law. Useful skills include experience with and knowledge of family dynamics, divorce, child development, meditation, conflict resolution, and anger management.
- (c) Have completed the following trainings recommended by the Supreme Court of Ohio:
 - i. Ohio Basic Mediation;
 - ii. 40 hours of specialized Divorce and Family Mediation;
 - iii. Domestic Abuse Issues; and
 - iv. Specialized training in High Conflict Dispute Resolution or “Parent Coordination” Training.

(4) Confidentiality and Conflicts of Interest

- (a) The Parenting Coordinator shall not serve as a therapist for the child or any party. The Parenting Coordinator shall not serve as the Guardian ad Litem or attorney for any party or child.
- (b) If the Parenting Coordinator has served with the family in another capacity through the Butler County Domestic Relations Court Family Unit, both parties must sign a Family Unit Involvement Waiver for Parenting Coordination Services acknowledging that this does not constitute a conflict of interest.
- (c) Parenting Coordination is not mediation and is not subject to the Uniform Mediation Act or to Rule 16 of the Rules for the Superintendence for the Courts of Ohio.
- (d) Events occurring within Parenting Coordination services are not confidential. Parenting Coordinator can be subpoenaed to testify. The Parenting Coordinator makes written reports concerning agreements and recommendations available to all parties and the court.
- (e) The Parenting Coordinator shall be allowed to communicate with the assigned case judge regarding the parties and their progress in Parenting Coordination. This shall be allowed in order to facilitate the processing of agreements and recommendations into court orders and not considered as ex parte communication.
- (f) The Parenting Coordinator is not exempt from the mandate to report child abuse and neglect.

(E) Appearance of Family Unit Staff

If the appearance of a member of the Family Unit Staff is necessary for a hearing, the party desiring the appearance shall issue a subpoena.

DR 49. Mandatory Language

(A) Mandatory Language Requirements

The mandatory language shall be used as written in these Rules. Any deviation from the mandatory language requires notice to the other party and permission of a Hearing Officer.

The party requesting a deviation from mandatory language shall submit an original Notice to Case Management (Form C-16). The requesting party shall set forth every deviation from the mandatory language for consideration. The requesting party shall send a copy of the completed Form C-16 to opposing counsel or *pro se* litigant with the Decree. After review by opposing party or *pro se* litigant the requesting party shall provide the original completed Form C-16 to Case Management with the Decree. The Hearing Officer shall review the request and will approve or reject the deviation on the original Form C-16.

(B) In All Cases:

- (1) All decrees and final orders must contain the following within the caption:
 - (a) The name of the judge assigned to the case;
 - (b) The name of the hearing officer who heard the case, if applicable;
 - (c) The words “Final Appealable Order”;
 - (d) The names, addresses, and dates of birth of all parties.
- (2) All final entries shall state, the date the case was heard, and the date of the decision.
- (3) A statement regarding the grounds for the divorce;
- (4) A finding of fact regarding the duration of the marriage, or a specific waiver of such finding;
- (5) Findings of fact regarding the nature of all property, distributed as separate or marital, or a specific waiver of such a finding;
- (6) A statement regarding division of personal property, as follows:

The decree must contain the Vehicle Identification Number (VIN) of all vehicles to be transferred. If vehicles are not

transferred, then the decree must contain a statement that the vehicle is already titled to the receiving party.

If personal property has been divided and exchanged:

“All personal property has been divided and exchanged.”

If personal property has not been divided and exchanged:

“The parties shall exchange and divide all personal property no later than ninety (90) days after the filing date of the final decree. If the parties cannot agree upon a date to conduct this division and exchange, the date for the division and exchange of personal property shall be at 12:00 noon on the 90th day following the filing of the decree. If either party fails to abide by the terms of the final decree regarding the division and exchange of personal property, the Court shall entertain a motion for contempt or a motion to compel the division or exchange of personal property. The Court will only entertain these motions if filed by a party on or before the 60th day after the expiration of the 90-day period.”

- (7) A statement as to whether spousal support is to be paid, findings of fact which justify such an award, a clear statement of the term of the award, and a clear statement as to whether the Court will retain jurisdiction to modify the award.
- (8) All decrees, which provide for the payment of spousal support shall contain a statement of the amount of the spousal support obligation with an effective date and a statement of arrearages, if applicable. Decrees must also contain a clear statement whether payment is to be made directly, or through the Butler County Child Support Enforcement Agency (CSEA) or the Ohio Child Support Payment Center (OCSPC). If spousal support is to be paid through the Butler County Child Support Enforcement Agency (CSEA) or the Ohio Child Support Payment Center (OCSPC), decrees must also include a two percent (2%) processing charge, and state that the support should be made payable in increments which coincide with the obligor’s pay periods.
All decrees which provide for the payment of spousal support through the CSEA or the OCSPC shall also contain the following language:
 - (a) “All support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate Court order issued in accordance with sections 3121.02 to 3121.07 of the Revised Code or a withdrawal directive issued pursuant to section 3123.37

of the Revised Code and shall be forwarded to the obligee in accordance with section 3121.50 of the Revised Code.”

- (b) “IT IS FURTHER ORDERED that until such time as a withholding or deduction order is in effect, the obligor shall discharge his or her obligation by making payments directly to the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate.”
- (c) “IT IS FURTHER ORDERED that the obligor is restrained from making said payments directly to the obligee, and the obligee is enjoined from accepting direct payments from the obligor. Any payments of support not made through the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate, shall be deemed a gift.”
- (d) **“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. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS.**

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT LIENS 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.”

- (e) “IT IS FURTHER ORDERED that obligor and obligee immediately notify the CSEA in writing of any change in the obligor’s income source and of the availability of any other sources of income that can be the subject of a withholding order. This duty to notify the CSEA shall continue until further notice from the Court. A failure to provide such notification may make the obligor liable for retroactive support that would otherwise have been ordered.”
- (f) “IT IS FURTHER ORDERED that if the obligee is to receive spousal support from the obligor, the obligee shall immediately notify the CSEA, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.”
- (g) “To make payments through the Butler County CSEA:
 - (i) Make cash or credit card payments *only* at the following location: Butler County Child Support Enforcement Agency, Government Services Center, 315 High Street, 8th Floor, Hamilton, Ohio 45011.

Acceptable methods of payment are as follows: Visa, MasterCard, ATM, and Cash payments may be made locally in person only. Do not send cash by mail. Personal checks will not be accepted by the Butler County CSEA.”
- (h) “To make payments to the Ohio Child Support Payment Central (OCSPC):
 - (i) The obligor shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218.
 - (ii) The employer shall send payments to the following location: Ohio Child Support Payment

Central, P.O. Box 182394, Columbus, Ohio
43218.

Acceptable methods of payment to OCSPC are as follows: certified check, cashier's check, personal check, or money order."

- (10) All decrees shall contain a statement all retirement plans have been disclosed and a statement as to how they are to be divided;
- (11) If a Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or any other order dividing retirement plans is issued, the decree shall contain a provision that the intent of the order is to fairly distribute to the alternate obligee his or her share of the marital portion of the retirement plan. The decree shall further provide that, in the event there is a defect in the wording of the QDRO, DOPO, or other order dividing the plan, which precludes that intended outcome, the Court shall retain jurisdiction to modify the QDRO, DOPO or other order;
- (12) Unless otherwise specified, if a QDRO, DOPO, or any other order dividing a retirement plan is issued, the decree shall contain an order requiring the Alternate Payee and the Alternate Payee's trial counsel to prepare all documents required by the Plan Administrator, or any other named account holder. The Plan Participant and the Plan's Participants Trial Counsel shall cooperate to facilitate the preparation of the QDRO, DOPO, or any other order dividing a retirement plan.

Both parties and attorneys shall sign the QDRO, DOPO, or any other order dividing a retirement plan prior to submission to the Case Management Office.

The QDRO, DOPO, or any other order dividing a retirement plan shall be consistent with the terms of the division of retirement plan set out in the separation agreement or Divorce Decree. The QDRO, DOPO, or any other order dividing a retirement plan shall be filed within forty-five (45) days of the file stamped date of Judgment Entry and Decree of Dissolution, Divorce, or Legal Separation.

The Court specifically reserves jurisdiction over the filing of the QDRO, DOPO, or other order dividing retirement plans.

The Court also reserves the jurisdiction to impose all costs, including attorney fees, upon a party and/or attorney not complying with section (B)(9), (10), or (11) of this rule.

- (13) Every final decree shall contain a provision for the payment of any unpaid Court costs.

(C) When There are Minor Children:

When the parties have minor children, all decrees and final orders shall, in addition to the requirements above, contain the following as applicable:

- (1) The physical living arrangements for the child(ren) and a designation of which parent is the residential parent.
- (2) In cases involving shared parenting, there shall be a separate decree of shared parenting (if applicable) and a shared parenting plan shall include:
 - (a) A provision that both parents are residential parent of the child(ren) and;
 - (b) A provision designating the residence used for establishing school placement.

If it is necessary for school or public assistance purposes the plan shall also designate a legal custodian.

- (3) A specific schedule of parenting time with each parent, including a statement as to the parent with whom the children will be physically located during legal holidays, school holidays, and other dates of special importance [ORC 3109.04(G)(1)].
 - (a) The Court has adopted a standard parenting time schedule. That schedule is attached hereto as the current version of Form DR 610. Form DR 610 is intended to be used when the parties cannot otherwise agree upon a specific schedule of parenting time.
 - (b) A copy of Form DR 610 shall be attached to each entry and decree in which it is adopted as the schedule of the parties.
- (4) A statement of the child support obligation stated pursuant to Appendix A – Child Support Language.
- (5) The child support language shall also include:
 - (a) a statement as to whether or not the support order conforms to the schedule of support contained in ORC 3119.021;

- (b) a statement that such support and cash medical support, if applicable, plus a 2% processing charge, is to be paid through the Butler County Child Support Enforcement Agency (CSEA) or the Ohio Child Support Payment Center (OCSPC); and
 - (c) a statement that such payments shall be made payable in increments that coincide with the obligor's pay periods.
- (6) The entry shall include:
- (a) An affirmative statement as to whether health insurance is provided;
 - (b) A statement that the cash medical support order is not subject to the deviation;
 - (c) If health insurance is NOT provided and the child(ren) do NOT receive State or Federal medical benefits, that the cash medical support order, plus 2% processing fee shall be paid to CSEA for disbursement to the obligee; or
 - (d) If health insurance is NOT provided and the child(ren) DO receive State or Federal medical benefits, that the cash medical support order, plus 2% processing fee shall be paid to CSEA.
- (7) A decree or entry which deviates from support guidelines shall be accompanied by a Notice to Case Management (Form C-16) which has been signed by a hearing officer.
- (8) Every agreed entry must set forth the commencement date of the obligation of support.
- (9) All decrees, final orders, and entries which provide for the payment of child support shall have the following language:
- (a) "The duty of support shall continue beyond the age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school. A child support order shall not remain in effect after the children reaches nineteen years of age unless the order provides that the duty of support continues under circumstances described in ORC 3119.86(A)(1)(a) or (b)."
 - (b) "All support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate Court order issued in accordance with sections 3121.02 to 3121.07 of the Revised Code or a

withdrawal directive issued pursuant to section 3123.37 of the Revised Code and shall be forwarded to the obligee in accordance with section 3121.50 of the Revised Code.”

- (c) “IT IS FURTHER ORDERED that until such time as a withholding or deduction order is in effect, the obligor shall discharge his or her obligation by making payments directly to the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate.”
- (d) “IT IS FURTHER ORDERED that the obligor is restrained from making said payments directly to the obligee, and the obligee is enjoined from accepting direct payments from the obligor. Any payments of support not made through the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate, shall be deemed a gift.”
- (e) **“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. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS.**

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT LIENS 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.”

(f) “IT IS FURTHER ORDERED that obligor and obligee immediately notify the CSEA in writing of any change in the obligor’s income source and of the availability of any other sources of income that can be the subject of a withholding or deduction order. This duty to notify the CSEA shall continue until further notice from the Court. A failure to provide such notification may make the obligor liable for retroactive support that would otherwise have been ordered.”

(g) “IT IS FURTHER ORDERED that the obligor and obligee shall immediately notify the CSEA, in writing, of any change in the status of the minor children of the parties which would terminate or modify the duty of the obligor to pay child support.”

(h) “To make payments through the Butler County CSEA:

(i) Make cash or credit card payments *only* at the following location: Butler County Child Support Enforcement Agency, Government Services Center, 315 High Street, 8th Floor, Hamilton, Ohio 45011.

Acceptable methods of payment are as follows: Visa, MasterCard, ATM, and Cash payments may be made locally in person only. Do not send cash by mail. Personal checks will not be accepted by the Butler County CSEA.”

(i) “To make payments to the Ohio Child Support Payment Central (OCSPC):

(i) The obligor shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218.

(ii) The employer shall send payments to the following location: Ohio Child Support Payment

Central, P.O. Box 182394, Columbus, Ohio
43218.

Acceptable methods of payment to OCSPC are as follows: certified check, cashier's check, personal check, or money order."

- (10) The decree shall specifically identify the deduction order to be issued. If the obligor is receiving income from a payor as defined in section 3121.01(E) of the Revised Code, an income withholding notice shall issue. If the obligor's income is not subject to withholding, a bank account deduction notice shall issue. If the obligor has no income, but is able to post bond, an order to post bond shall issue. If the obligor is unemployed and has no funds from which support can be paid, an order to seek work shall issue and the obligor shall pay the current statutory minimum support order (currently \$50.00 per month for all children subject to the order). The Court may waive or modify the minimum order in appropriate circumstances.
- (11) Statement of child support arrears. If child support is current a statement to that effect.
- (12) The decree shall specify any child(ren) that either parent shall be entitled to claim as dependent(s) for federal income tax purposes. The decree shall also specify the tax year(s) for which the child(ren) may be claimed as dependent(s), the name of the person who may claim them and the requirement that the person claiming them shall be substantially current in payment of child support for any tax year for which the child(ren) are claimed as dependents. A child support obligor shall be substantially current in payment of child support if less than \$100 arrears are owed for the tax year for which the child or children are to be claimed as dependent(s), on or before January 31st of the following year. (ORC 3119.82)
- (13) The decree shall contain:
 - (a) A statement specifically designating that both the obligor and obligee are liable for health care of the children who are not covered by private health insurance or cash medical support;
 - (b) A statement pursuant to ORC 3119.32 that "any person providing health insurance coverage shall, not later than 30 days after issuance of the order, provide all information regarding 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”;

- (c) A statement providing the name, address, and telephone number of the individual reimbursed for out-of-pocket medical, optical, hospital, dental, or prescription expenses for each child;
- (d) A statement that the health plan administrator may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the plan;
- (e) A statement that any person required to provide health insurance coverage for children shall designate the child(ren) as covered dependents under any private health insurance policy, contract, or plan;
- (f) A statement that conforms with one of the provisions in Appendix C – Health Insurance Language.
- (g) The decree shall specifically identify the insurance order to be issued. If either or both parents have health insurance available to them through a group policy, an order for obligee and/or obligor to provide health insurance (Form DR 705) shall issue. If neither parent has health insurance available through a group policy and neither is able to afford private insurance, an order for the payment of medical expenses (Form DR 707) shall issue. If neither parent has health insurance available through a group policy, but one or both has the means of providing private insurance, an order to provide private insurance (Form DR 708) shall issue.
- (h) The decree shall state that the parties must comply with any obligations concerning health insurance coverage imposed under section 3119.30 to 3119.31 of the Revised Code no later than thirty (30) days after the applicable order is issued.
- (i) The decree shall state that any person who fails to provide health insurance as ordered may be punished for contempt of Court and shall be solely responsible for the payment of all health care expenses incurred on the child(ren)’s behalf as a result of the failure to provide insurance. The decree shall further state that if the obligor is found in contempt for failing to provide health insurance coverage and he/she has previously been found in contempt under Chapter 2705 of the Revised Code, the

Court shall consider the obligor's failure to comply with the order as a change of circumstances for the purpose of modification of the amount of support due under the child support order that is the basis of the order issued under Revised Code 3119.30 to 3119.31.

- (14) If a Qualified Medical Care Support Order (QMCSO) is issued, the decree or entry shall contain a provision that the intent of the order is to enable each child named as an alternate recipient to receive health insurance coverage. The decree or entry shall further provide that in the event there is a defect in the wording of the QMCSO that precludes that intended outcome, the Court shall retain jurisdiction to modify the QMCSO.
- (15) An order that any person who is the residential parent of a child, including any party to a shared parenting decree and any other legal custodian, shall send a notice of intent to relocate to the Domestic Relations Court Case Management Office, as follows:
 - (a) If a parent or other legal custodian desires to move, he/she must notify, **in writing**:
 - (i) The other parent;
 - (ii) The Domestic Relations Court Case Management Office;
 - (iii) The Butler County Child Support Enforcement Agency (CSEA).
 - (b) Notice must be sent within the following time frames:
 - (i) If relocating within Butler County- at least thirty (30) days in advance of the move.
 - (ii) If relocating outside Butler County- at least sixty (60) days in advance of the move.
 - (c) Written notice must be submitted to the Case Management Office on Form C-13, if relocating within Butler County, and on Form C-13A, if relocating outside Butler County.
 - (d) If either parent believes the relocation requires a change in the allocation of parenting time, it is the responsibility of that parent to file a motion to review the allocation of parenting time.

- (e) If a parent believes that the move requires a change in residential parent status, that parent may file a motion for change of residential parent or modification of the shared parenting plan, in accordance with Rule DR 36(E).
- (f) An order that each parent, or other legal custodian, shall have equal access to the children's school, day care center, medical or educational records and extracurricular or recreational activities, **or** an order limiting a parent's access to specific areas. Any order limiting a parent's access shall contain specific findings of fact which support such limitation. The order shall contain a notice to school and day care officials and to all keepers of records that their knowing failure to comply with the order may be punishable as contempt of Court.

(D) When a Magistrate Hears a Dissolution or Non-Contested Divorce

If a final non-contested divorce or dissolution is heard by a magistrate, the final decree shall contain a waiver of the fourteen (14) day objection period and a waiver of findings of fact and conclusions of law, if applicable, unless Form DR 18 (Waiver of Magistrate's Findings of Fact and Time Period for Filing Objections) is filed.

(E) Avoiding Repetition of Mandatory Language

When multiple documents are filed in a single case, the mandatory language shall appear only once. In dissolutions it shall appear in the separation agreement and be incorporated by reference into the decree. In divorces in which there are separation agreements it shall appear in the separation agreement and be incorporated by reference into the decree. In divorces and dissolutions in which there are shared parenting plans the mandatory language and requirements contained in Rule DR 49(C) shall appear in the shared parenting plan and be incorporated by reference into the shared parenting decree. In divorces without separation agreements and without shared parenting plans it shall appear in the decree. The mandatory language need not be repeated separately in shared parenting decrees.

DR 54. Special Project Fee

Pursuant to ORC2303.201(E)(1) the Court has determined, for efficient operation, that additional funds are necessary to acquire and pay for a special projects, including, but not limited to, the Family Unit, the Employment Services Program, and acquisition and rehabilitation of facilities, acquisition of equipment, the hiring and training of staff, mediation or dispute resolution services, employment of magistrates, the training and education of judges and magistrates, employment of a family unit specialist and parenting coordinator, employment services aide and other related services.

Pursuant to ORC 2303.201(E)(1), a fee of thirty dollars (\$30.00) in addition to the fees and costs authorized under ORC 2303.20 will be charged and collected by the Clerk of Courts upon the filing of each new civil action in this Court and upon the filing of each post-decree motion. All fees collected under this Rule shall be paid to the Clerk of Courts for deposit with the County Treasurer for deposit into a general special projects fund. Monies from that fund shall be disbursed upon order of this Court in an amount no greater than the actual cost of the special project stated above or for any other special project that this Court from time to time might deem necessary for its efficient operation.

Appendix A – Child Support Language

If the order is pursuant to the guidelines, the following language must be contained in the entry:

The child support order is pursuant to the guidelines:

“Based upon Father’s adjusted gross income of \$_____ per year, and Mother’s adjusted gross income of \$_____ per year, an award of child support, in accordance with child support guidelines, ORC 3119.021, is payable as follows:

When private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$_____ per month (\$_____ per month per child) (\$_____ per _____ pay period) to the Child Support Obligees, and/or his/her assignee(s), **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$_____ per month (\$_____ per month per child) (\$_____ per _____ pay period) to the Child Support Obligees, and/or his/her assignee(s), for the minor children, **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **cash medical support** in the sum of \$_____ per month (\$_____ per month per child) (\$_____ per _____ pay period), **which includes the 2% processing fees.**

Said order is effective _____ and the order of support shall be paid through CSEA or OCSPC.

(Choose one)

Insurance is available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

or

Insurance is not available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee and the cash medical support order in the amount of _____ per month, which includes the 2% processing fee and is payable to: CSEA for disbursement to the obligee since the child(ren) do not receive State or Federal medical assistance or card or CSEA since the child(ren) do receive State or Federal medical assistance or card.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

If there is a deviation to the guidelines, the following language must be contained in the entry:

The child support order deviates from the guidelines:

“Based upon Father’s adjusted gross income of \$ _____ per year, and Mother’s adjusted gross income of \$ _____ per year, an award of child support, in accordance with child support guidelines, ORC 3119.021, is payable as follows:

When private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), for the minor children, **which includes the 2% processing fees.**

The amount of guideline child support pursuant to ORC 3119.021 is unjust or inappropriate and not in the best interest of the minor child(ren.) A deviation pursuant to ORC 3119.22 is appropriate for the reason that (state reason(s):

Based on the deviation factors contained in ORC 3119.23 and 3119.24, a deviation from guideline support is in the best interest of the minor child(ren) and payable as follows:

When private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per

month (\$_____ per month per child) (\$_____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), for the minor children, **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **cash medical support** in the sum of \$_____ per month (\$_____ per month per child) (\$_____ per _____ pay period), **which includes the 2% processing fees.**

Said order is effective _____ and the order of support shall be paid through CSEA or OCSPC.

(Choose one)

Insurance is available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

or

Insurance is not available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee and the cash medical support order in the amount of _____ per month, which includes the 2% processing fee and is payable to: CSEA for disbursement to the obligee since the child(ren) do not receive State or Federal medical assistance or card or CSEA since the child(ren) do receive State or Federal medical assistance or card.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

Appendix B – Affidavit of Health Care Coverage

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

_____ : CASE NO. _____
Plaintiff/First Petitioner/Petitioner :
_____ :
_____ :
vs. : Affidavit of Available Health Care
 : Coverage
_____ :
Defendant/Second Petitioner/Respondent :
_____ :
_____ :
 : : : :
 : : : :

Affiant, _____, being duly cautioned and sworn states as follows:

____ 1. Affiant states there is health insurance available for the parties' child(ren) through mother's employer private health insurance spouse. The cost of the insurance is \$ _____ per _____ for the family plan and \$ _____ per (state weekly, biweekly, bimonthly, monthly, annually) _____ for employee only coverage. The cost of the insurance is included in the child support calculation which affiant has filed with this affidavit.

____ 2. Affiant states there is health insurance available for the parties' child(ren) through father's employer private health insurance spouse. The cost of the insurance is \$ _____ per _____ for the family plan and \$ _____ per (state weekly, biweekly, bimonthly, monthly, annually) _____ for employee only coverage. The cost of the insurance is included in the child support calculation which affiant has filed with this affidavit.

____ 3. Affiant states there is health insurance available for the parties' child(ren) through mother's employer private health insurance spouse. Affiant does not have information or access to the information as to the cost of the coverage. Affiant has subpoenaed the information from the employer.

____ 4. Affiant states there is health insurance available for the parties' child(ren) through father's employer private health insurance spouse. Affiant does not have information or access to the information as to the cost of the coverage. Affiant has subpoenaed the information from the employer.

____ 5. Affiant states there is no health insurance available through either parent's employer. The attached child support calculation includes a cash medical payment to be paid in addition to the child support order by the obligor in this case.

____ 6. Affiant states there is no health insurance available through either parent's employer. Affiant further states that the parties' children are covered by a state medical card with _____ as the custodian of the children. The attached child support calculation includes a cash medical payment to be paid in addition to the child support by the obligor in this case.

____ 7. Affiant states he/she has no knowledge as to whether there is health insurance available through the other parent's employer private health insurance spouse. The attached child support calculation provides for child support and a cash medical payment to be paid by the obligor if there is no coverage.

OATH OF AFFIANT

I hereby swear or affirm that the answers above are true, complete and accurate. I understand that falsification of this document may result in a contempt of court finding against me which could result in a jail sentence and fine, and that falsification of the document may also subject me to criminal penalties for perjury (R.C. 2921.11).

Signature of Affiant

Date

Sworn to and subscribed before me this _____ day of _____,
_____.

Notary Public

My commission expires _____

Appendix C – Health Insurance Language

If one of the parties has health insurance:

“ _____ shall provide the primary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30. _____ shall obtain secondary health insurance for the parties’ minor child(ren) when it becomes available through employment at a reasonable cost as defined in ORC 3119.30. Upon receipt of the health insurance _____ shall within 14 days of obtaining coverage inform the Child Support Enforcement Agency.

In the future, the parties shall, upon receipt of new health insurance information regarding 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 provide all updated information to the other party within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty (30) days.

Absent extraordinary circumstances, motions for payment of health care bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

□ If both of the parties have health insurance:

“ _____ shall provide the primary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30. _____ shall provide the secondary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30.

In the future, the parties shall upon receipt of new health insurance information regarding 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 provide all updated information within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty (30) days.

Absent extraordinary circumstances, motions for payment of health care bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

□ **If neither of the parties has health insurance:**

“Both parties shall provide health insurance for the child(ren) whenever it is available through their employment at a reasonable cost as defined in ORC 3119.30. Upon receipt of the health insurance the party shall within fourteen (14) days of obtaining coverage inform the Child Support Enforcement Agency.

In the event either party obtains health insurance, that party shall upon receipt of new health insurance information regarding 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 provide all updated information within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty days.

Absent extraordinary circumstances, motions for payment of health care medical bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

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

Judge Sharon L. Kennedy
Judge Eva D. Kessler

Case No. _____

Plaintiff/First Petitioner/Petitioner

Mandatory Support Language

Defendant/Second Petitioner/Respondent

IT IS FURTHER ORDERED: (Choose one of the following)

- The child support order is pursuant to the guidelines:**

“Based upon Father’s adjusted gross income of \$ _____ per year, and Mother’s adjusted gross income of \$ _____ per year, an award of child support, in accordance with child support guidelines, ORC 3119.021, is payable as follows:

When private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), for the minor children, **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **cash medical support** in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period), **which includes the 2% processing fees.**

Said order is effective _____ and the order of support shall be paid through CSEA or OCSPC.

(Choose one)

Insurance is available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

or

Insurance is not available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee and the cash medical support order in the amount of _____ per month, which includes the 2% processing fee and is payable to: CSEA for disbursement to the obligee since the child(ren) do not receive State or Federal medical assistance or card or CSEA since the child(ren) do receive State or Federal medical assistance or card.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

The child support order deviates from the guidelines:

“Based upon Father’s adjusted gross income of \$ _____ per year, and Mother’s adjusted gross income of \$ _____ per year, an award of child support, in accordance with child support guidelines, ORC 3119.021, is payable as follows:

When private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), for the minor children, **which includes the 2% processing fees.**

The amount of guideline child support pursuant to ORC 3119.021 is unjust or inappropriate and not in the best interest of the minor child(ren.) A deviation pursuant to ORC 3119.22 is appropriate for the reason that (state reason(s)):

Based on the deviation factors contained in ORC 3119.23 and 3119.24, a deviation from guideline support is in the best interest of the minor child(ren) and payable as follows:

When private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period) to the Child Support Oblige, and/or his/her assignee(s), for the minor children, **which includes the 2% processing fees.**

When private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay **cash medical support** in the sum of \$ _____ per month (\$ _____ per month per child) (\$ _____ per _____ pay period), **which includes the 2% processing fees.**

Said order is effective _____ and the order of support shall be paid through CSEA or OCSPC.

(Choose one)

Insurance is available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support."

or

Insurance is not available. The obligor shall pay child support in the amount of _____ per month, per child, which includes the 2% processing fee and the cash medical support order in the amount of _____

_____ per month, which includes the 2% processing fee and is payable to: CSEA for disbursement to the obligee since the child(ren) do not receive State or Federal medical assistance or card or CSEA since the child(ren) do receive State or Federal medical assistance or card.

If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.”

IT IS FURTHER ORDERED that the duty of support shall continue beyond the age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school. A child support order shall not remain in effect after the children reaches nineteen years of age unless the order provides that the duty of support continues under circumstances described in ORC 3119.86(A)(1)(a) or (b).

IT IS FURTHER ORDERED that all support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate Court order issued in accordance with sections 3121.02 to 3121.07 of the Revised Code or a withdrawal directive issued pursuant to section 3123.37 of the Revised Code and shall be forwarded to the obligee in accordance with section 3121.50 of the Revised Code.

IT IS FURTHER ORDERED that until such time as a withholding or deduction order is in effect, the obligor shall discharge his or her obligation by making payments directly to the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate.

IT IS FURTHER ORDERED that the obligor is restrained from making said payments directly to the obligee, and the obligee is enjoined from accepting direct payments from the obligor. Any payments of support not made through the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate, shall be deemed a gift.

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. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000.00 AND

IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT LIENS 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.

IT IS FURTHER ORDERED that obligor and obligee immediately notify the CSEA in writing of any change in the obligor's income source and of the availability of any other sources of income that can be the subject of a withholding order. This duty to notify the CSEA shall continue until further notice from the Court. A failure to provide such notification may make the obligor liable for retroactive support that would otherwise have been ordered.

IT IS FURTHER ORDERED that the obligor and obligee shall immediately notify the CSEA, in writing, of any change in the status of the minor children of the parties, which would terminate or modify the duty of the obligor to pay support.

IT IS FURTHER ORDERED that if the obligee is to receive spousal support from the obligor, the obligee shall immediately notify the CSEA, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.

To make payments through the Butler County CSEA:

Make cash or credit card payments *only* at the following location: Butler County Child Support Enforcement Agency, Government Services Center, 315 High Street, 8th Floor, Hamilton, Ohio 45011.

Acceptable methods of payment are as follows: Visa, MasterCard, ATM, and Cash payments may be made locally in person only. Do not send cash by mail. Personal checks will not be accepted by the Butler County CSEA.”

To make payments to the Ohio Child Support Payment Central (OCSPC):

The obligor shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218.

The employer shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182394, Columbus, Ohio 43218.

Acceptable methods of payment to OCSPC are as follows: certified check, cashier's check, personal check, or money order.

IT IS FURTHER ORDERED that both the obligor and obligee are liable for health care of the children who are not covered by private health insurance or cash medical support;

IT IS FURTHER ORDERED that any person providing health insurance coverage shall, not later than 30 days after issuance of the order, provide all information regarding 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;

IT IS FURTHER ORDERED that the health plan administrator may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the plan;

IT IS FURTHER ORDERED that any person required to provide health insurance coverage for children shall designate the child(ren) as covered dependents under any private health insurance policy, contract, or plan.

IT IS FURTHER ORDERED: (Choose one of the following)

If one of the parties has health insurance:

“_____ shall provide the primary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30. _____ shall obtain secondary health insurance for the parties’ minor child(ren) when it becomes available through employment at a reasonable cost as defined in ORC 3119.30. Upon receipt of the health insurance _____ shall within 14 days of obtaining coverage inform the Child Support Enforcement Agency.

In the future, the parties shall, upon receipt of new health insurance information regarding 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 provide all updated information to the other party within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty (30) days.

Absent extraordinary circumstances, motions for payment of health care bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

If both of the parties have health insurance:

“ _____ shall provide the primary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30. _____ shall provide the secondary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30.

In the future, the parties shall upon receipt of new health insurance information regarding 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 provide all updated information within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty (30) days.

Absent extraordinary circumstances, motions for payment of health care bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

If neither of the parties has health insurance:

“Both parties shall provide health insurance for the child(ren) whenever it is available through their employment at a reasonable cost as defined in ORC 3119.30. Upon receipt of the health insurance the party shall within fourteen (14) days of obtaining coverage inform the Child Support Enforcement Agency.

In the event either party obtains health insurance, that party shall upon receipt of new health insurance information regarding 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 provide all updated information within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty days.

Absent extraordinary circumstances, motions for payment of health care medical bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

IT IS FURTHER ORDERED if either or both parents have health insurance available to them through a group policy, an order for obligee and/or obligor to provide health insurance (Form DR 705) shall issue. If neither parent has health insurance available through a group policy and neither is able to afford private insurance, an order for the payment of medical expenses (Form DR 707) shall issue. If neither parent has health insurance available through a group policy, but one or both has the means of providing private insurance, an order to provide private insurance (Form DR 708) shall issue.

IT IS FURTHER ORDERED that the parties must comply with any obligations concerning health insurance coverage imposed under section 3119.30 to 3119.31 of the Revised Code no later than thirty (30) days after the applicable order is issued.

IT IS FURTHER ORDERED that any person who fails to provide health insurance as ordered may be punished for contempt of Court and shall be solely responsible for the payment of all health care expenses incurred on the child(ren)'s behalf as a result of the failure to provide insurance. If the obligor is found in contempt for failing to provide health insurance coverage and the obligor has previously been found in contempt under Chapter 2705 of the Revised Code, the Court shall consider the obligor's failure to comply with the order as a change of circumstances for the purpose of modification of the amount of support due under the child support order that is the basis of the order issued under Revised Code 3119.30 to 3119.31.

IT IS FURTHER ORDERED: (Choose one of the following)

Division of Dependent(s) and Alternating Remaining Dependent(s)

Mother shall claim the following dependent(s) _____

_____ for all federal, state, and local income tax purposes and Father shall claim the following dependent(s) _____

_____ for all federal, state, and local income tax purposes. When only one dependent remains then Mother shall claim the child(ren) as dependents in even odd years for all federal, state, and local income tax purposes and Father shall claim the child(ren) as dependents in even odd years for all federal, state, and local income tax purposes.

Alternating Dependent(s) Yearly

Mother shall claim the child(ren) as dependents in even odd years for all federal, state, and local income tax purposes and Father shall claim the child(ren) as dependents in even odd years for all federal, state, and local income tax purposes.

Other

IT IS FURTHER ORDERED that any person who may claim a dependent for federal, state, and local income tax purposes shall be substantially current in payment of child support for any tax year for which the child(ren) are claimed as dependents. A child support obligor shall be substantially current in payment of child support if less than \$100 arrears are owed for the tax year for which the child or children are to be claimed as dependent(s), on or before January 31st of the following year. (ORC 3119.82)

IT IS FURTHER ORDERED the residential parent of a child, including any party to a shared parenting decree and any other legal custodian, shall send a notice of intent to relocate to the Domestic Relations Court Case Management Office, as follows:

If a parent or other legal custodian desires to move, he/she must notify, **in writing**:

- (i) The other parent;
- (ii) The Domestic Relations Court Case Management Office;
- (iii) The Butler County Child Support Enforcement Agency (CSEA).

Notice must be sent within the following time frames:

- (i) If relocating within Butler County- at least thirty (30) days in advance of the move.
- (ii) If relocating outside Butler County- at least sixty (60) days in advance of the move.

Written notice must be submitted to the Case Management Office on Form C-13, if relocating within Butler County, and on Form C-13A, if relocating outside Butler County.

If either parent believes the relocation requires a change in the allocation of parenting time, it is the responsibility of that parent to file a motion to review the allocation of parenting time.

If a parent believes that the move requires a change in residential parent status, that parent may file a motion for change of residential parent or modification of the shared parenting plan, in accordance with Rule DR 36(E).

IT IS FURTHER ORDERED that each parent, or other legal custodian, shall have equal access to the children's school, day care center, medical or educational records and extracurricular or recreational activities. Any school, day care center official, medical, educational, and extracurricular or recreational activity coordinator or keeper of all records shall provide each parent or legal custodian with all records, documents, and materials related to the child(ren). Failure to comply with this order may be punishable as contempt of Court.

Plaintiff/First Petitioner/Petitioner Date: _____

Defendant/Second Petitioner/Respondent Date: _____

Attorney for Plaintiff/First Petitioner/Petitioner Date: _____

Attorney for Defendant/Second Petitioner/Respondent Date: _____

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

_____	:	Case No. _____
Petitioner	:	Judge
_____	:	
v.	:	INFORMATION FOR PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))
_____	:	
Respondent	:	

NOTE: By law, this affidavit **must** be filed and served with the first pleading filed by each party in every parenting (custody/parenting time) proceeding in this Court, including a Petition for a Domestic Violence Civil Protection Order. 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, attach an additional page.**

I (full legal name) _____, being sworn according to law, certify these cases involve the custody of a child or children and the following statements are true:

- I am requesting the court to not disclose my current address or that of the child(ren). My address is confidential pursuant to R.C. 3127.23(D) and should be placed under seal in that the health, safety, or liberty of myself and/or the child(ren) would be jeopardized by the disclosure of the identifying information.
- _____ Minor Child(ren) are subject to this case as follows: (Insert the information requested below. The residence information must be given for the last **FIVE** years.)

a. Child's Name:	Place of birth:	Date of birth:	Sex:

Period of Residence	<input type="checkbox"/> Address Confidential	Person child lived with (name and address)	Relationship
_____ to Present	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		

b. Child's Name:	Place of birth:	Date of birth:	Sex:
_____ to Present	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		

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

C. Child's Name:	Place of birth:	Date of birth:	Sex:
Period of Residence	<input type="checkbox"/> Address Confidential	Person child lived with (name and address)	Relationship
_____ to Present	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		
_____ to _____	<input type="checkbox"/> Address Confidential		

d. Additional children are listed on Attachment. Provide requested information for additional children on attachment page.

3. Participation in custody case(s): (only one)

- 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 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 or 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):

4. Information about custody case(s): (only one)

- I HAVE NO INFORMATION** of any cases that could affect the current case, 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 any child subject to this case, other than listed in Paragraph 3.

EXPLAIN:

e. Name of each child:

f. Type of case:

g. Court and State:

h. Date and court order or judgment (if any):

5. List all 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 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/STATE/COUNTY	CHARGE

6. Persons not a party to this case: (only one):

- I DO NOT KNOW OF ANY PERSON** not a party to this case who has physical custody or claims to have custody or parenting 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 claims to have custody or parenting rights with respect to any child subject to this case:

a. Name and address of person:

- has physical custody claims custody rights claims parenting time

b. Name and address of person:

- has physical custody claims custody rights claims parenting time

c. Name and address of person:

has physical custody claims custody rights claims parenting time

7. I understand that I have a continuing duty to advise this Court of any custody, parenting time, divorce, dissolution of marriage, separation, neglect, abuse, dependency, guardianship, parentage, termination of parental rights, or protection from domestic violence case concerning the child(ren) in this state or any other state about which information is obtained during this case.

OATH OF AFFIANT

I hereby swear or affirm that the answers above are true, complete and accurate to the best of my knowledge. I understand that falsification of this document may result in a contempt of court finding against me which could result in a jail sentence and fine, and that falsification of this document may also subject me to criminal penalties for perjury (O.R.C. 2921.11).

AFFIANT

Sworn to and subscribed before me on this _____ day
of _____, _____

NOTARY PUBLIC

**BUTLER COUNTY DOMESTIC RELATIONS COURT
CHILD SUPPORT COMPUTATION WORKSHEET
SOLE RESIDENTIAL PARENT OR SHARED PARENTING ORDER**

Name of parties _____ and _____

Case No. _____

Order No. _____

Number of minor children _____

The following parent was designated as residential parent and legal custodian: ___ mother ___ father ___ shared

Column I
Father

Column II
Mother

Column III
Combined

INCOME:

1. a. Annual gross income from employment or, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years. (Exclude overtime, bonuses, self-employment income, or commissions)

\$

\$

b. Amount of overtime, bonuses, and commissions (year 1 representing the most recent year)

Father

Mother

Yr. 3 \$

Yr. 3 \$

(Three years ago)

(Three years ago)

Yr. 2 \$

Yr. 2 \$

(Two years ago)

(Two years ago)

Yr. 1 \$

Yr. 1 \$

(Last calendar year)

(Last calendar year)

Average \$

Average \$

(Include in Col. I and/or Col. II the average of the three years or the year 1 amount, whichever is less, if there exists a reasonable expectation that the total earnings from overtime and/or bonuses during the current calendar year will meet or exceed the amount that is the lower of the average of the three years or the year 1 amount. If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the 3 years or the year 1 amount, include only the amount reasonably expected to be earned this year.)

\$

\$

2. For self-employment income:

a. Gross receipts from business

\$

\$

b. Ordinary and necessary business expenses

\$

\$

c. 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate

\$

\$

d. Adjusted gross income from self-employment (subtract the sum of 2b and 2c from 2a)

\$

\$

3. Annual income from interest and dividends (whether or not taxable)

\$

\$

4. Annual income from unemployment compensation

\$

\$

5. Annual income from workers' compensation, disability

\$

\$

insurance benefits, or social security disability/retirement benefits

6. Other annual income (identify)

\$

\$

7. a. Total annual gross income (add lines 1a, 1b, 2d, and 3-6)

\$

\$

b. Health insurance maximum (multiply line 7a by 5%)

\$

\$

Column I
Father

Column II
Mother

Column III
Combined

ADJUSTMENTS TO INCOME:

8. Adjustment for minor children born to or adopted by either parent and another parent who are living with this parent; adjustment does not apply to stepchildren (number of children times federal income tax exemption less child support received, not to exceed the federal tax exemption)

\$

\$

9. Annual court-ordered support paid for other children

\$

\$

10. Annual court-ordered spousal support paid to any spouse or former spouse

\$

\$

11. Amount of local income taxes actually paid or estimated to be paid

\$

\$

12. Mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security, or retirement)

\$

\$

13. Total gross income adjustments (add lines 8 through 12)

\$

\$

14. a. Adjusted annual gross income (subtract line 13 from line 7a)

\$

\$

b. Cash medical support maximum (If the amount on line 7a, Col. I, is under 150% of the federal poverty level for an individual, enter \$0 on line 14b, Col. I. If the amount on line 7a, Col. I, is 150% or higher of the federal poverty level for an individual, multiply the amount on line 14a, Col. I, by 5% and enter this amount on line 14b, Col. I. If the amount on line 7a, Col. II, is under 150% of the federal poverty level for an individual, enter \$0 on line 14b, Col. II. If the amount on line 7a, Col. II, is 150% or higher of the

\$

\$

federal poverty level for an individual, multiply the amount on line 14a, Col. II, by 5% and enter this amount on line 14b, Col. II.)

15. Combined annual income that is basis for child support order (add line 14a, Col. I and Col. II) \$

	Column I Father	Column II Mother	Column III Combined
16. Percentage of parent's income to total income			
a. Father (divide line 14a, Col. I, by line 15, Col. III)	_____%		
b. Mother (divide line 14a, Col. II, by line 15, Col. III)		_____%	
17. Basic combined child support obligation (refer to schedule, first column, locate the amount nearest to the amount on line 15, Col. III, then refer to column for number of children in this family. If the income of the parents is more than one sum but less than another, you may calculate the difference.)			\$
18. Annual support obligation per parent			
a. Father (multiply line 17, Col. III, by line 16a)	\$		
b. Mother (multiply line 17, Col. III, by line 16b)		\$	
19. Annual child care expenses for children who are the subject of this order that are work-, employment training-, or education-related, as approved by the court or agency (deduct tax credit from annual cost, whether or not claimed)	\$	\$	
20. a. Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order (contributing cost of private family health insurance, minus the contributing cost of private single health insurance, divided by the total number of dependents covered by the plan, including the children subject of the support order, times the number of children subject of the support order)	\$	\$	
b. Cash medical support obligation (enter the amount on line 14b or the amount of annual health care expenditures estimated by United States Department of Agriculture and described in section 3119.30 of the Revised Code, whichever amount is lower)	\$	\$	

21. ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED:

Father (only if obligor or shared parenting)

a. Additions: line 16a times sum of amounts shown on line 19, Col. II and line 20a, Col. II

Mother (only if obligor or shared parenting)

b. Additions: line 16b times sum of amounts shown on line 19, Col. I and line 20a, Col. I

- | | |
|--|--|
| <p>c. Subtractions: line 16b times sum of amounts shown on line 19, Col. I and line 20a, Col. I</p> <p style="text-align: center;">\$
\$</p> | <p>d. Subtractions: line 16a times sum of amounts shown on line 19, Col. II and line 20a, Col. II</p> <p style="text-align: center;">\$
\$</p> |
|--|--|

Column I	Column II
Father	Mother

22. OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED:

- | | | |
|--|----|----|
| a. Father: line 18a plus or minus the difference between line 21a minus line 21c | \$ | |
| b. Mother: line 18b plus or minus the difference between line 21b minus line 21d | | \$ |

23. ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS PROVIDED:

- | | | |
|--|----|----|
| a. (Line 22a or 22b, whichever line corresponds to the parent who is the obligor) | \$ | \$ |
| b. Any non-means-tested benefits, including social security and veterans' benefits, paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent | \$ | \$ |
| c. Actual annual obligation (subtract line 23b from line 23a) | \$ | \$ |

24. ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS NOT PROVIDED:

- | | |
|--|--|
| <p style="text-align: center;">Father (only if obligor or shared parenting)</p> <p>a. Additions: line 16a times sum of amounts shown on line 19, Col. II and line 20b, Col. II</p> <p style="text-align: center;">\$</p> <p>c. Subtractions: line 16b times sum of amounts shown on line 19, Col. I and line 20b, Col. I</p> <p style="text-align: center;">\$</p> | <p style="text-align: center;">Mother (only if obligor or shared parenting)</p> <p>b. Additions: line 16b times sum of amounts shown on line 19, Col. I and line 20b, Col. I</p> <p style="text-align: center;">\$</p> <p>d. Subtractions: line 16a times sum of amounts shown on line 19, Col. II and line 20b, Col. II</p> <p style="text-align: center;">\$</p> |
|--|--|

25. OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS NOT PROVIDED:

- | | | |
|--|----|----|
| a. Father: line 18a plus or minus the difference between line 24a minus line 24c | \$ | |
| b. Mother: line 18b plus or minus the difference between line 24b and line 24d | | \$ |

26. ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS NOT PROVIDED:

- | | | |
|--|----|----|
| a. (Line 25a or 25b, whichever line corresponds to the parent who is the obligor) | \$ | \$ |
| b. Any non-means-tested benefits, including social security and veterans' benefits, paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent | \$ | \$ |
| c. Actual annual obligation (subtract line 26b from line 26a) | \$ | \$ |

27. a. Deviation from sole residential parent support amount shown on line 23c if amount would be unjust or inappropriate: (see section 3119.23 of the Revised Code.) (Specific facts and monetary value must be stated.)
-
-
-
- b. Deviation from shared parenting order: (see sections 3119.23 and 3119.24 of the Revised Code.) (Specific facts including amount of time children spend with each parent, ability of each parent to maintain adequate housing for children, and each parent's expenses for children must be stated to justify deviation.)
-
-
-
-

		WHEN HEALTH INSURANCE IS PROVIDED	WHEN HEALTH INSURANCE IS NOT PROVIDED	
28.	FINAL CHILD SUPPORT FIGURE: (This amount reflects final annual child support obligation; in column I, enter line 23c plus or minus any amounts indicated in line 27a or 27b; in Col. II, enter line 26c plus or minus any amounts indicated in line 27a or 27b)	\$	\$	Father/Mother, OBLIGOR
29.	FOR DECREE: Child support per month (divide obligor's annual share, line 28, by 12) plus any processing charge	\$	\$	
30.	FINAL CASH MEDICAL SUPPORT FIGURE: (this amount reflects the final, annual cash medical support to be paid by the obligor when neither parent provides health insurance coverage for the child; enter obligor's cash medical support amount from line 20b)		\$	
31.	FOR DECREE: Cash medical support per month (divide line 30 by 12) plus any processing charge		\$	

Prepared by:
 Counsel: _____
 (For mother/father)

Pro se: _____

CSEA: _____

Other: _____

Worksheet Has Been Reviewed and Agreed To:

 Mother

 Date

 Father

 Date

**BUTLER COUNTY DOMESTIC RELATIONS COURT
CHILD SUPPORT COMPUTATION WORKSHEET
SPLIT PARENTAL RIGHTS AND RESPONSIBILITIES**

Name of parties _____ and _____
 Case No. _____ Order No. _____
 Number of minor children _____
 Number of minor children with mother _____ father _____

Column I Father	Column II Mother	Column III Combined
--------------------	---------------------	------------------------

INCOME:

1.a. Annual gross income from employment or, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years. (Exclude overtime, bonuses, self-employment income, or commissions)

\$	\$
----	----

b. Amount of overtime, bonuses, and commissions (year 1 representing the most recent year)

Father	Mother
Yr. 3 \$	Yr. 3 \$
(Three years ago)	(Three years ago)
Yr. 2 \$	Yr. 2 \$
(Two years ago)	(Two years ago)
Yr. 1 \$	Yr. 1 \$
(Last calendar year)	(Last calendar year)
Average \$	\$

(Include in Col. I and/or Col. II the average of the three years or the year 1 amount, whichever is less, if there exists a reasonable expectation that the total earnings from overtime and/or bonuses during the current calendar year will meet or exceed the amount that is the lower of the average of the three years or the year 1 amount. If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the three years or the year 1 amount, include only the amount reasonably expected to be earned this year.)

\$	\$
----	----

2. For self-employment income

a. Gross receipts from business	\$	\$
b. Ordinary and necessary business expenses	\$	\$
c. 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-	\$	\$

	employed individual and the F.I.C.A. rate			
d.	Adjusted gross income from self-employment (subtract the sum of 2b and 2c from 2a)	\$	\$	
		Column I Father	Column II Mother	Column III Combined
3.	Annual income from interest and dividends (whether or not taxable)	\$	\$	
4.	Annual income from unemployment compensation	\$	\$	
5.	Annual income from workers' compensation, disability insurance benefits, or social security disability retirement benefits	\$	\$	
6.	Other annual income (identify) _____	\$		
			\$ _____	
7.a.	Total annual gross income (add lines 1a, 1b, 2d, and 3-6)	\$	\$	
b.	Health insurance maximum (multiply line 7a by 5%)	\$	\$	
ADJUSTMENTS TO INCOME:				
8.	Adjustment for minor children born to or adopted by either parent and another parent who are living with this parent; adjustment does not apply to stepchildren (number of children times federal income tax exemption less child support received, not to exceed the federal tax exemption)	\$	\$	
9.	Annual court-ordered support paid for other children	\$	\$	
10.	Annual court-ordered spousal support paid to any spouse or former spouse	\$	\$	
11.	Amount of local income taxes actually paid or estimated to be paid	\$	\$	
12.	Mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security, or retirement)	\$	\$	
13.	Total gross income adjustments (add lines 8 through 12)	\$	\$	
14.a.	Adjusted annual gross income (subtract line 13 from line 7a)	\$	\$	
b.	Cash medical support maximum (If the amount on line 7a, Col. I, is under 150% of the federal poverty level for an individual, enter \$0 on line 14b., Col. I. If the amount on line 7a, Col. I, is 150% or higher of the federal poverty level for an individual, multiply the amount on	\$	\$	

line 14a, Col. I, by 5% and enter this amount on line 14b, Col. I. If the amount on line 7a, Col. II, is under 150% of the federal poverty level for an individual, enter \$0 on line 14b, Col. II. If the amount on line 7a, Col. II, is 150% or higher of the federal poverty level for an individual, multiply the amount on line 14a, Col. II, by 5% and enter this amount on line 14b, Col. II.)

15. Combined annual income that is basis for child support order (add line 14a, Col. I and Col. II) \$

	Column I Father	Column II Mother	Column III Combined
16. Percentage of parent's income to total income			
a. Father (divide line 14a, Col. I, by line 15, Col. III)	___%		
b. Mother (divide line 14a, Col. II, by line 15, Col. III)		___%	
17. Basic combined child support obligation (refer to schedule, first column, locate the amount nearest to the amount on line 15, Col. III, then refer to column for number of children with this parent. If the income of the parents is more than one sum but less than another, you may calculate the difference)	For children for whom the mother is the residential parent and legal custodian	For children for whom the father is the residential parent and legal custodian	
	\$	\$	
18. Annual support obligation per parent			
a. Of father for children for whom mother is the residential parent and legal custodian (multiply line 17, Col. I, by line 16a)	\$		
b. Of mother for children for whom the father is the residential parent and legal custodian (multiply line 17, Col. II, by line 16b)		\$	
19. Annual child care expenses for children who are the subject of this order that are work-, employment training-, or education-related, as approved by the court or agency (deduct tax credit from annual cost whether or not claimed)	Paid by father \$	Paid by mother \$	
20a. Marginal, out-of-pocket, costs necessary to provide for health insurance for the children who are the subject of this order (contributing cost of private family health insurance, minus the contributing cost of private single health insurance, divided by the total number of dependents covered by the plan, including the children subject of the support order, times the number of children subject of the support order)	Paid by father \$	Paid by mother \$	
b. Cash medical support obligation (enter the amount on line 14b or the amount of annual health care expenditures estimated by the United States Department of Agriculture and described in section 3119.30 of the	\$	\$	

Revised Code, whichever amount is lower)

21. ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED:

- | Father | | Mother | |
|--------|---|--------|---|
| a. | Additions: line 16a times sum of amounts shown on line 19, Col. II and line 20a, Col. II
\$ | b. | Additions: line 16b times sum of amounts shown on line 19, Col. I and line 20a, Col. I
\$ |
| c. | Subtractions: line 16b times sum of amounts shown on line 19, Col. I and line 20a, Col. I
\$ | d. | Subtractions: line 16a times sum of amounts shown on line 19, Col. II and line 20a, Col. II
\$ |

- | | Column I
Father | Column II
Mother | Column III
Combined |
|--|--------------------|---------------------|------------------------|
| 22. ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS PROVIDED: | | | |
| a. Father: line 18a plus line 21a minus line 21c (if the amount on line 21c is greater than or equal to the amount on line 21a, enter the number on line 18a in Col. I) | \$ | | |
| b. Any non-means-tested benefits, including social security and veteran's benefits, paid to and received by children for whom the mother is the residential parent and legal custodian or a person on behalf of those children due to death, disability, or retirement of the father | \$ | | |
| c. Actual annual obligation of father (subtract line 22b from line 22a) | \$ | | |
| d. Mother: line 18b plus line 21b minus line 21d (if the amount on line 21d is greater than or equal to the amount on line 21b, enter the number on line 18b in Col. II) | | \$ | |
| e. Any non-means-tested benefits, including social security and veteran's benefits, paid to and received by children for whom the father is the residential parent and legal custodian or a person on behalf of those children due to death, disability, or retirement of the mother | | \$ | |
| f. Actual annual obligation of mother (subtract line 22e from line 22d) | | \$ | |
| g. Actual annual obligation payable (subtract lesser actual | \$ | \$ | |

annual obligation from greater actual annual obligation using amounts in lines 22c and 22f to determine net child support payable)

23. ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS NOT PROVIDED:

- | Father | | Mother | |
|--------|---|--------|---|
| a. | Additions: line 16a times the sum of the amounts shown on line 19, Col. II and line 20b, Col. II
\$ | b. | Additions: line 16b times the sum of the amounts shown on line 19, Col. I and line 20b, Col. I
\$ |
| c. | Subtractions: line 16b times the sum of the amounts shown on line 19, Col. I and line 20b, Col. I
\$ | d. | Subtractions: line 16a times the sum of the amounts shown on line 19, Col. II and line 20b, Col. II
\$ |

		Column I	Column II	Column III
		Father	Mother	Combined
24.	ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS NOT PROVIDED:			
a.	Father: line 18a plus line 23a minus line 23c (if the amount on line 23c is greater than or equal to the amount on line 23a, enter the number on line 18a in Col. I)	\$		
b.	Any non-means-tested benefits, including social security and veteran's benefits, paid to and received by a child for whom the mother is the residential parent and legal custodian, or a person on behalf of the child, due to death, disability, or retirement of the father	\$		
c.	Actual annual obligation of the father (subtract line 24b from line 24a)	\$		
d.	Mother: line 18b plus line 23b minus line 23d (if the amount on line 23d is greater than or equal to the amount on line 23b, enter the number on line 18b in Col. II)		\$	
e.	Any non-means-tested benefits, including social security and veteran's benefits, paid to and received by a child for whom the father is the residential parent and legal custodian, or a person on behalf of the child, due to death, disability, or retirement of the mother		\$	
f.	Actual annual obligation of the mother (subtract line 24e from line 24d)		\$	
g.	Actual annual obligation payable (subtract lesser actual	\$	\$	

annual obligation from greater annual obligation of parents using amounts in lines 24c and 24f to determine net child support payable)

h. Add line 20b, Col. I, to line 24g, Col. I, when father is the obligor or line 20b, Col. II, to line 24g, Col. II, when mother is obligor

\$ \$

25. Deviation from split residential parent guideline amount shown on line 22c, 22f, 24c, or 24f if amount would be unjust or inappropriate: (see section 3119.23 of the Revised Code.) (Specific facts and monetary value must be stated.)

	WHEN HEALTH INSURANCE IS PROVIDED	WHEN HEALTH INSURANCE IS NOT PROVIDED	
--	--	---	--

26. FINAL CHILD SUPPORT FIGURE: (This amount reflects final annual child support obligation; in Col. I enter line 22g plus or minus any amounts indicated in line 25, or in Col. II enter line 24g plus or minus any amounts indicated on line 25.)

\$ \$ Father/
Mother,
OBLIGOR

27. FOR DECREE: Child support per month (divide obligor's annual share, line 26, by 12) plus any processing charge

\$ \$

28. FINAL CASH MEDICAL SUPPORT FIGURE: (this amount reflects the final, annual cash medical support to be paid by the obligor when neither parent provides health insurance coverage for the child; enter obligor's cash medical support from line 20b)

\$

29. FOR DECREE: Cash medical support per month (divide line 28 by 12) plus any processing charge

\$

Prepared by:
 Counsel: _____
 (For mother/father)

Pro se: _____

CSEA: _____

Other: _____

Worksheet Has Been Reviewed and Agreed To:

 Mother

 Date

 Father

 Date

DR 716
Eff. 1/07 Rev. 10/08

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

Judge Sharon L. Kennedy
Judge Eva D. Kessler

_____ : Case _____
Plaintiff/1st Petitioner/Petitioner

_____ :
Address

_____ :
Telephone Magistrate _____

_____ :
DOB

vs./-and- :
_____ :

_____ : **AGREED ENTRY**
Defendant/2nd Petitioner/Respondent : **FINAL APPEALABLE ORDER**
_____ : **(No Hearing Required)**

Address :
_____ :
Telephone

_____ :
DOB

- This is an agreed entry regarding modification of child support and the agreed amount is in compliance with Ohio child support guidelines. **No hearing is required.**
- This is an agreed entry regarding modification of health insurance responsibilities for the below listed children and the parties have also calculated child support pursuant to ORC 3119.01-3119.02, 3319.29-3319.32. The parties agree that the amount is in compliance with the Ohio Child Support Guidelines. **No hearing is required.**
- This is an agreed entry modifying the prior shared parenting plan to change the parent designated as residential parent for school purposes only. **No hearing is required.**
- This is an agreed entry for restoration of a maiden name to _____ . **No hearing is required.**

The following are the children of the parties:

Name _____ D.O.B: _____

Name _____ D.O.B: _____

Name _____ D.O.B: _____

Name _____ D.O.B: _____

This AGREED ENTRY applies to:

All of the above children or

Only these children: _____

THE PARTIES AGREE AS FOLLOWS (Please check all that apply):

Shared Parenting:

The parties have shared parenting of their child(ren) and _____ (name of parent) shall be designated the residential parent for school purposes.

Child Support:

The support order does not change **OR**

The support order is hereby amended pursuant to O.R.C. (Ohio Revised Code) 3119.021 as follows (worksheet is attached):

Mother/Father shall pay child support as follows:

The current Support Order shall be: \$ _____ monthly, to be paid in the following manner:

\$ _____ per _____ on child support (\$ _____ per month, per child), plus

\$ _____ per _____ on spousal support, plus

\$ _____ per _____ on _____ and

Support Arrears Order shall be:

The prior order regarding the payment of arrears shall remain the same (\$ _____ per _____); **OR**

Obligor shall pay the arrears at a rate of 20% of the current order (\$ _____ per _____); **OR**

Obligor shall pay the sum of \$ _____ per _____ on support arrears.

Arrears are \$ _____ due obligee, \$ _____ due State of Ohio, and CSEA processing charge arrears of \$ _____ as of _____.

plus 2% CSEA processing fee for a **total deduction** of \$ _____ per effective _____.

Arrears are preserved; waived; OR offset against new support order.

Health Insurance Coverage (check one):

- Mother/Father shall provide the primary health insurance for the parties' minor child(ren).
- Mother/Father shall provide the primary health insurance for the parties' minor child(ren). Mother/Father shall provide the secondary health insurance for the parties' minor child(ren).
- Each parent shall provide health insurance for the child(ren) whenever it is available through their employment at a reasonable cost.

The parties shall divide all uncovered health care expenses as follows: Father shall pay _____% and Mother shall pay _____%.

NOTE: THE FOLLOWING LANGUAGE APPLIES TO ALL PARENTING ORDERS:
--

IT IS FURTHER ORDERED the duty of support shall continue beyond the age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school. A child support order shall not remain in effect after a child reaches nineteen years of age unless the order provides that the duty of support continues under circumstances described ORC 3119.86 (A)(1)(a) or (b).

IT IS FURTHER ORDERED that all support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate court order issued in accordance with sections 3121.02 to 3121.07 of the Revised Code or a withdrawal directive issued pursuant to section 3123.37 of the Revised Code and shall be forwarded to the obligee in accordance with section 3121.50 of the Revised Code.

IT IS FURTHER ORDERED that until such time as a withholding or deduction order is in effect, the obligor shall discharge his or her obligation by making payments directly to the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate.

IT IS FURTHER ORDERED that the obligor is restrained from making said payments directly to the obligee and the obligee is enjoined from accepting direct payments from the obligor. Any payments of support not made through the CSEA or the division of child support in the Ohio Department of Job and Family Services, as appropriate, shall be deemed a gift.

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. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT LIENS 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."

IT IS FURTHER ORDERED that obligor and obligee immediately notify the CSEA in writing of any change in the obligor's income source and of the availability of any other sources of income that can be the subject of a withholding order. This duty to notify the CSEA shall continue until further notice from the court. A failure to provide such notification may make the obligor liable for retroactive support that would otherwise have been ordered.

IT IS FURTHER ORDERED that if the obligee is to receive spousal support from the obligor, the obligee shall immediately notify the CSEA, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.

To make payments through the Butler County CSEA:

Make cash or credit card payments only at the following location: Butler County Child Support Enforcement Agency, Government Services Center, 315 High Street, 8th Floor, Hamilton, Ohio 45011.

Acceptable methods of payment are as follows: Visa, MasterCard, ATM, and Cash payments may be made locally in person only. Do not send cash by mail. Personal checks will not be accepted by the Butler County CSEA."

To make payments to the Ohio Child Support Payment Central (OCSPC):

The obligor shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218.

The employer shall send payments to the following location: Ohio Child Support Payment Central, P.O. Box 182394, Columbus, Ohio 43218.

Acceptable methods of payment to OCSPC are as follows: certified check, cashier's check, personal check, or money order.

The agreed entry shall specifically identify the deduction order to be issued. If the obligor is receiving income from a payor as defined in section 3121.01(E) of the Revised Code, an income withholding notice shall issue. If the obligor's income is not subject to withholding, a bank account deduction notice shall issue. If the obligor has no income, but is able to post bond, an order to post bond shall issue. If the obligor is unemployed and has no funds from which support can be paid, an order to seek work shall issue and the obligor shall pay the current statutory minimum support order (currently \$50.00 per month for all children subject to the order). The court may waive or modify the minimum order in appropriate circumstances.

The agreed entry shall specify any child(ren) that either parent shall be entitled to claim as dependent(s) for federal income tax purposes. The agreed entry shall also specify the tax year(s) for which the child(ren) may be claimed as dependent(s), the name of the person who may claim them and the requirement that the person claiming them shall be substantially current in payment of child support for any tax year for which the child(ren) are claimed as dependents. A child support obligor shall be substantially current in payment of child support if less than \$100 arrears are owed for the tax year for which the child(ren) are to be claimed as dependent(s), on or before January 31st of the following year. (ORC 3119.82)

IT IS FURTHER ORDERED that the parties must comply with one of the following obligations concerning health insurance coverage imposed under section 3119.30 to 3119.31 of the Ohio Revised Code no later than thirty (30) days after the applicable order is issued:

If one of the parties has health insurance:

“ _____ shall provide the primary health insurance for the parties' minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30. _____ shall obtain secondary health insurance for the parties' minor child(ren) when it becomes available through employment at a reasonable cost as defined in ORC 3119.30. Upon receipt of the health insurance _____ shall within 14 days of obtaining coverage inform the Child Support Enforcement Agency.

In the future, the parties shall, upon receipt of new health insurance information regarding 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 provide all updated information to the other party within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty (30) days.

Absent extraordinary circumstances, motions for payment of health care bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

□ If both of the parties have health insurance:

“ _____ shall provide the primary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30. _____ shall provide the secondary health insurance for the parties’ minor child(ren) so long as the health insurance is available through employment at a reasonable cost as defined in ORC 3119.30.

In the future, the parties shall upon receipt of new health insurance information regarding 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 provide all updated information within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty (30) days.

Absent extraordinary circumstances, motions for payment of health care bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

□ If neither of the parties has health insurance:

“Both parties shall provide health insurance for the child(ren) whenever it is available through their employment at a reasonable cost as defined in ORC 3119.30. Upon receipt of the health insurance the party shall within fourteen (14) days of obtaining coverage inform the Child Support Enforcement Agency.

In the event either party obtains health insurance, that party shall upon receipt of new health insurance information regarding 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 provide all updated information within fourteen (14) days.

The parties shall divide all co-pays, deductible costs required under the health insurance policy and all other uncovered health care expenses as follows, father shall pay _____% and mother shall pay _____%.

The parties shall provide each other with a copy of all health care bills for the minor child(ren) on a quarterly basis and a summary of all amounts paid by either party.

The summary shall include an offset against all cash medical support received.

The documentation of health care expenses shall be provided on the last day of the months of March, June, September, and December. Payment/reimbursement for all health care expenses shall be made within thirty days.

Absent extraordinary circumstances, motions for payment of health care medical bills must be made within one (1) year of the date the bills were incurred.

The parties shall use all health and dental care providers within the health and dental care plan, unless the parties have entered into a written agreement. Any party who uses a health or dental care provider outside of the health and dental care plan shall solely pay said debt. The only exceptions to this provision are a medical emergency or a health and dental care provider under the plan does not exist in their area. Medical emergency is defined as a life threatening illness or serious injury.”

A DR705 health insurance order shall be issued if either, or both, parents have health insurance available to them through a group policy.

A DR707 health insurance order shall be issued if neither parent has health insurance available through a group policy and neither is able to afford private insurance, an order for the payment of medical expenses.

A DR708 health insurance order shall be issued if neither parent has health insurance available through a group policy, but one or both has the means of providing private insurance

IT IS FURTHER ORDERED that any person who fails to provide health insurance as ordered may be punished for contempt of court and shall be solely responsible for the payment of all health care expenses incurred on the child(ren)'s behalf as a result of the failure to provide insurance. The agreed entry shall further state that if the obligor is found in contempt for failing to provide health insurance coverage and he/she has previously been found in contempt under Chapter 2705 of the Ohio Revised Code, the court shall consider the obligor's failure to comply with the order as a change of circumstances for the purpose of modification of the amount of support due under the child support order that is the basis of the order issued under Ohio Revised Code 3119.30 to 3119.31.

IT IS FURTHER ORDERED that any person who is the residential parent of a child, including any party to a shared parenting agreed entry or any other legal custodian, shall send a notice of intent to relocate to the Domestic Relations Court Case Management Office, as follows:

- (A) If a parent or other legal custodian desires to move, he/she must notify, **in writing:**
 - a. The other parent;
 - b. The Domestic Relations Court Compliance Office; and
 - c. The Butler County Child Support Enforcement Agency (CSEA.)
- (B) Notice must be sent within the following time frames:
 - a. If relocating within Butler County - at least thirty (30) days in advance of the move.
 - b. If relocating outside Butler County - at least sixty (60) days in advance of the move.
- (C) Written notice must be submitted to the Case Management Office on form C13, if relocating within Butler County, and on form C13-A, if relocating outside Butler County.
- (D) If either parent believes the relocation requires a change in the allocation of parenting time, it is the responsibility of that parent to file a motion to review the allocation parenting time.
- (E) If a parent believes that the move requires a change in residential parent status, that parent may file a motion for change of residential parent or modification of the shared parenting plan, in accordance with rule DR 41 (B).

IT IS FURTHER ORDERED that each parent, or other legal custodian, shall have equal access to the children's school, day care center, medical or educational records and extracurricular or recreational activities, or an order limiting a parent's access to specific areas. Any order limiting a parent's access shall contain specific findings of fact which support such limitation. The order shall contain a notice to school and day care officials and to all keepers of records that their knowing failure to comply with the order may be punishable as contempt of court.

The parties in the above-captioned matter hereby waive the necessity of the Magistrate's making findings of fact and issuing a decision, and further waive the time period for filing objections to said decision as provided by Ohio Civil Rule 53, and consent to the immediate filing of a Judgment Entry in this matter, service of which is hereby acknowledged and waived.

THE PARTIES AND THEIR LEGAL COUNSEL, IF REPRESENTED, APPROVE THE FORGOING AGREEMENT BY THEIR SIGNATURES BELOW:

Plaintiff/1st Petitioner/Petitioner Defendant/2nd Petitioner /Respondent
Telephone # _____ Telephone# _____

Sworn to and subscribed in my presence by Plaintiff/First
Petitioner/Petitioner _____ on
_____, 20____.

NOTARY PUBLIC

Sworn to and subscribed in my presence by Defendant/Second
Petitioner/Respondent _____ on _____,
20____.

NOTARY PUBLIC

Attorney for Plaintiff/1st Petitioner/Petitioner Attorney for Defendant/2nd Petitioner/Respondent
Supreme Court Reg. # _____ Supreme Court Reg. # _____
Address: _____ Address _____
Telephone # _____ Telephone# _____

I find that the parties have freely and voluntarily entered into the above agreement and that this agreement has been signed and approved by the parties and their attorneys. The agreement is found to be fair and just to all parties and is in the best interest of the children. I recommend that the agreement be approved and that the agreement become the order of this court.

Date

Magistrate

Date

Judge

NOTICE OF RIGHTS TO APPEAL

The filing of timely written objections by any party to this action shall act as an automatic stay of the above judgment entry until the Court takes further action as delineated in Civil Rule 53. **INTERIM ORDERS, HOWEVER, ARE NOT SUBJECT TO THIS AUTOMATIC STAY, AND SHALL REMAIN IN EFFECT REGARDLESS OF THE FILING OF OBJECTIONS. OBJECTIONS MUST BE FILED WITHIN FOURTEEN (14) DAYS OF THE FILING OF THIS MAGISTRATE'S DECISION OR AMENDED MAGISTRATE'S DECISION.** Objections must be in writing, must be specific and state with particularity the grounds of the objection. For other requirements, see Civil Rule 53 and Local Rule.

PARTIES WAIVE THEIR RIGHT TO OBJECT WITHIN 14 DAYS