

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Plaintiff :
:
: Case No. _____
File No. _____
-vs/and- : CSEA No. _____

Defendant :

SHARED PARENTING PLAN- WITH PRIVATE HEALTH INSURANCE

Judge _____
Magistrate _____

This Shared Parenting Plan, by and between _____ hereinafter referred to as "Plaintiff" and _____ hereinafter referred to as "Defendant" is submitted by Plaintiff and/or Defendant pursuant to both parents' Motion and/or request for Shared Parenting filed this same date. Both parents hereby request the Court, pursuant to Ohio Revised Code section 3109.04 (D)(1)(a)(i, ii, or iii) to grant the parents the shared parenting of their child(ren): (Include dates of birth) _____

Neither parent expects opposition to this plan from the other. Each parent is a caring and appropriate parent with the ability to provide guidance, concern and a proper home environment for the minor children.

Neither parent has been convicted of or pleaded guilty to a violation of Ohio Revised Code section 2919.25 involving a family member, any other offense which resulted in physical harm to a family member, has been determined to be the perpetrator of an abusive act that is the basis of an adjudication that a child is an abused child or has acted or contributed in any manner resulting in a child being a neglected child.

The parties acknowledge that each has the present ability to cooperate and make decisions jointly with respect to the minor children and the ability to encourage the sharing of love, affection and contact between the minor children and each parent. The parents shall discuss and resolve all major issues jointly. The geographic proximity of the parties to each other is not considered to be a barrier and makes the concept of shared parenting a realistic alternative.

1. PHYSICAL LIVING ARRANGEMENTS

1.1 Plaintiff and Defendant shall be the residential parents without regard to where the children are physically located.

1.2 Plaintiff shall have the following parenting time: _____

1.3 Defendant shall have the following parenting time: _____

1.4 Holidays with each parent shall be alternated. In the event the parents disagree as to holidays, they shall adopt the Standard Parenting Order as it relates to holidays. The Standard Parenting Order is attached hereto and incorporated herein.

1.5 Each parent shall have time with the minor children on the children’s birthdays (set forth with specificity).

1.6 Each parent shall have two (2) weeks of uninterrupted annual vacation with the children with the other parent to receive written notice of such vacation request at least thirty (30) days prior to the vacation period’s commencement. However, reasonable telephone contact is to be allowed.

1.7 Plaintiff and Defendant shall have the minor children at any other time as agreed upon in advance between the parents. The parents shall modify the schedule to meet the needs of the children. In the event they disagree as to modification, they shall utilize mediation or counseling before filing motions with the Court. Each parent will provide a bedroom(s) for the children separate from the parent’s room.

1.8 If either parent desires to relocate, the relocating parent, under this Shared Parenting Plan must notify the Court of their intent to relocate and provide the Court with a new residence address promptly. Said notice shall be filed with the Domestic Relations Docket Office who will forward said notice to the clerk of Courts and a copy forwarded to the other parent except as provided in Ohio Revised Code section 3109.051(G)(2)(3) and (4). Upon receipt of the Notice, the Court on its own motion or the motion of the non-relocating parent may

schedule a hearing with notice to both parents to determine whether it is in the best interest of the minor children to revise the Standard Parenting Order for the minor children.

1.9 The current address for Plaintiff is: _____

1.10 The current address for Defendant is: _____

2. CHILD SUPPORT - WITH PRIVATE HEALTH INSURANCE

2.1 The **Obligor** pays child support and the **Obligee** receives child support.

_____ is the Child Support Obligor. _____
is the Child Support Obligee. The full name and date of birth of each child subject to this child support order includes the following:

2.2 _____ [INSERT name of parent(s) providing private health insurance], who is the _____ [INSERT Child Support Obligor/Obligee/ or both if both provide insurance] provides private health insurance for the parties' child(ren) that is accessible through a group policy, contract, or plan. Private health insurance is reasonable in cost or is provided in accordance with R.C. 3119.302(A)(2).

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

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

2.3 **Deviation (SELECT only the applicable paragraphs):**

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

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

- b. The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 90 overnights per year and is entitled to a 10% reduction as identified on Line 24 of the attached Child Support Worksheet, pursuant to R.C. 3119.231(A);
- OR**
- The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 147 overnights per year and the Court has determined the deviation for Obligor’s parenting time shall be _____ as shown on Line 24 of the Attached Child Support Worksheet, pursuant to R.C. 3119.23(B).

OR

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

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

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

All support under this order shall be withheld or deducted from the income or assets of the Child Support Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Child Support Obligee in accordance with Chapters 3119, 3121, 3123 and 3125 of the Revised Code. A person and/or entity required to comply with withholding or deduction notices described in Section 3121.03 of the Revised Code shall determine the manner of withholding or deducting from the specific requirement included in the notices without the need for any amendment to the support order, and a person required to comply with an order described in sections 3121.03, 3121.04 to 3121.06 and

3121.12 of the Revised Code shall comply without need for any amendment to the support Order. The withholding or deduction noticed and other orders issued under sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code, and the notices that require the obligor to notify the Child Support Enforcement Agency administering the support order of any change in the obligor's employment status or of any other change in the status of the obligor's assets, are final and enforceable by the Court.

Payments to Child Support Payment Central ("CSPC") must be sent to the following address: Ohio CSPC, P. O. Box 182372, Columbus, Ohio 43218-2372. Payments may be made by personal check, certified check, cashier's check, or money order. The payment must include the Court case number _____ and the SETS number _____. If the SETS number is not available, then the payment must include Obligor's Social Security number.

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

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

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE

NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

2.4 Definitions: Applicable to Health Expenses and Health Insurance

“Cash Medical.” At this time, the State of Ohio recognizes that parents spend an average of

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

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

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

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

2.5 **Provision of Health Insurance for the Child(ren)**

Select the appropriate choice:

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

- b. Despite exceeding a reasonable cost of 5% of his/her gross income(s),
 _____ [INSERT name(s) of parents agreeing to provide such
 insurance] have/has agreed that _____ [INSERT name(s)
 of parents agreeing to provide such insurance] shall obtain or maintain private health
 insurance for the children; or
- c. Despite exceeding reasonable cost of 5% of his/her gross income(s), the Court has
 determined that it is in the best interest of the child(ren) and that the cost of providing
 private health care coverage will not impose an undue financial burden on the
 parent(s); therefore, _____ [INSERT name(s) of parents
 being ordered to provide such insurance] shall obtain or maintain private health insurance
 for the children.
- d. -AND- include the following for choice a, b or c: Pursuant to R.C. 3119.30, it is hereby
 ordered that no later than thirty (30) days after this issuance of this Order,
 _____ [INSERT name of party ordered or agreeing to maintain
 a plan of health insurance] shall maintain private health insurance for the child(ren) named
 in the child support order so long as this parent continues to have private health care
 coverage available at a reasonable price for the child(ren). A Qualified Medical Child
 Support Order shall issue.

-AND- (regardless whether you select paragraph 1 or 2 above) This Order shall remain in
 effect for each child identified in the parties' child support order until each such child
 reaches the age of eighteen (18) and no longer attends an accredited high school on a
 full-time basis unless otherwise ordered. Except in cases in which a child support order
 requires the duty of support to continue for any period after the child reaches age nineteen,
 the order shall not remain in effect after the child reaches age nineteen.

2.6 **Payment of Uninsured/Unreimbursed Extraordinary Medical Expenses**

Both parents are liable to all health care providers for their child(ren)'s uncovered

extraordinary health care expenses as defined herein according to the formula set forth Below.

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

The remaining costs of any and all uninsured/unreimbursed medical, dental, orthodontic, optical, prescription, psychological, counseling or psychiatric expenses, including deductibles and/or co-payments under the health insurance plan for the child(ren), shall be paid _____ % by the Child Support Obligor, _____ and _____ % by the Child Support Oblige, _____. Each parent must submit to the other parent copies of all medical bills and receipts for payment as soon as each parent is in receipt of the bill/receipt. Each parent must submit copies of all bills(including expenses for which the submitting parent is responsible) so the other parent is aware of what expenses have been incurred and what expenses have been paid. Each parent should have a complete set of all the medical bills and receipts. Documentation of all such expenses shall be provided to the other parent and reconciliation of the amounts owed for reimbursement shall occur on a quarterly basis (the last day of January, April, July, and November each year).

If one parent has paid the bill in full, the other parent must pay his/her share to the parent who paid the bill within 30 days after he/she receives the receipts. If the health care provider has not been paid in full, each parent must make arrangements with the health care provider to pay his/her share within 30 days of the date that he/she receives the bill. If the bill is later reduced for any reason (insurance payment, insurance company modification, etc.), the parent who first learns of the reduction must notify the other parent immediately.

Each parent's portion of the original bill will be reduced accordingly, based on the percentage of each parent's responsibility for the original bill. Neither parent may use the child(ren) to deliver medical bills, proof of payment, or reimbursement to the other parent.

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

3. TAX EXEMPTIONS

3.1 Beginning with tax year 20 , _____ shall claim _____ and _____ shall claim _____ as a tax exemption for Federal, State and local income tax purposes to the extent allowed by law.

3.2 Each parent shall sign, execute and deliver to the other all documents requested by any taxing authority in order for the other to claim the children in the year in which they are entitled. Said documents shall be signed promptly upon request. Said entitlement shall be contingent upon Obligor being current in his/her support obligation for the tax year in question.

4. CHANGE OF RESIDENCE OF MINOR CHILD

4.1 Neither parent may remove the child(ren) from Hamilton County or its contiguous Ohio counties (i.e. Butler, Warren, Clermont counties) and establish residence for them in another county without first obtaining a court order or an agreed entry permitting such removal. (Note: To have legal effect, an agreed entry must be signed by both parents, their attorneys (if any), and the Court, and thereafter be filed with the Hamilton County Clerk of Courts.)

5. ACCESS TO ALL OTHER RECORDS AND ACTIVITIES

5.1 Both parents shall be entitled to any and all other records related to the child (ren).

5.2 Both parents shall be entitled to attend student activities relating to the child (ren).

5.3 Both parents shall have access to any day care center, day care provider or babysitter that is, or that in the future may be, attended by the child(ren).

6. SCHOOLS

- 6.1 The parents shall consult as to the appropriate school placement for the minor child(ren). It is the parents' intent that the minor child(ren) attend public/private/parochial schools.
- 6.2 Both parents recognize that the child(ren) legally may attend either parent's school system. Currently _____ residence shall be used for school registration purposes.

7. RELIGION

- 7.1 The parents shall consult as to the appropriate religious education and training for the minor child(ren). It is the parents' intention to raise the minor child(ren) in the _____ faith.

8. TRANSPORTATION

- 8.1 _____ shall provide transportation at commencement of _____ parenting time and _____ shall provide transportation at termination of said time.
- 8.2 Both parents acknowledge their responsibility to discuss activities important to the child(ren) in advance, including times, dates and transportation needs, so that the child(ren) are not deprived of activities and maintaining friendships. The parent who has the child(ren) will take the responsibility for transportation, as agreed, to schedule activities and to school.

9. DISCIPLINE

- 9.1 The parents shall consult with each other regarding consistent and appropriate forms of discipline. The parent with whom the child(ren) are in residence at that time shall make the day to day decisions regarding discipline and shall advise the other parent immediately of his or her serious concerns about the minor child(ren)'s behavior. The parents shall strive to maintain consistent methods of discipline in the child(ren)'s best interest.

10. LIFE INSURANCE

- 10.1 Each parent shall name the minor child(ren) as equal beneficiaries on all existing or comparable life insurance policies currently in effect through the parents' employment. At the parents' discretion, a term policy in an equal face value amount may be substituted for the employment life insurance policy. Either parent may name a trust and a trustee of his or her own choosing on behalf of the minor child(ren) as the beneficiary of such policy proceeds informing the other parent in writing of such action.

11. DISPUTE RESOLUTION

- 11.1 To implement the provisions of this Shared Parenting Plan, for the benefit and best interests of their minor children, the parties agree that if any major disagreement between them relating to the minor children, and before any court hearing, the parties shall engage in one of the following to resolve disagreements: 1) Mediation or 2) Collaborative Process as set forth in Ohio Revised Code section 3105.44
- 11.2 The parties agree to attend a minimum of three sessions, unless a mediator or a collaborative professional determines that further mediation or collaboration would be unproductive.
- 11.3 The cost of any shared or neutral professionals shall be divided equally between the parties unless otherwise agreed, or unless the Court orders costs allocated on some other basis. The parties agree that they shall use the designated process to resolve disputes relating to the implementation of this plan, but it is not required in matters of financial dispute or modification of child support. The parties may file the appropriate motions with the Court prior to the completion of the process selected, however, no hearing shall be scheduled until the process is completed, unless the Court otherwise orders.

12. MISCELLANEOUS

- 12.1 Findings of Fact and Conclusions of Law pursuant to Ohio Revised Code (O.R.C.) section 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been addressed elsewhere by the Court.
- 12.2 Any keeper of any record who knowingly fails to comply with this plan, or a division (H) of section 3109.051 of the Ohio Revised Code, and any school official or employee who knowingly fails to comply with this order or division (J) of section 3109.051 of the Ohio Revised Code is in contempt of Court.
- 12.3 Willful non-compliance by a parent/party with this plan may result in a finding of contempt resulting in thirty (30) days to ninety (90) days incarceration, a \$250.00 to \$1,000.0 fine, and an award of the moving party's attorney fees and costs.
- 12.4 By signature on this plan the parents knowingly and voluntarily waives any requirement that the Court issue separate findings of fact/conclusions of law pursuant to Ohio Revised Code 3109.04, 3109.051 and 3109.052.

13. REPRESENTATION

13.1 Both parents have/have not at all times been represented by counsel.

13.2 Plaintiff is represented by _____, Esquire, Phone:

Defendant is represented by _____, Esquire, Phone:

14. CONTINUING JURISDICTION

14.1 The Hamilton County, Ohio, Court of Domestic Relations shall retain jurisdiction to enforce and/or modify any and all provisions of this Shared Parenting Plan in the best interest of the minor child(ren) as provided by law.

15. ENTIRE PLAN

15.1 This Shared Parenting Plan contains the entire Shared Parenting Plan and orders of this Court, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth.

16. INCORPORATION INTO DECREE

16.1 This Shared Parenting Plan, as approved and adopted by the Court herein, shall be incorporated into a Shared Parenting Decree and entered as said Order of the Court.

RESPECTFULLY SUBMITTED

PLAINTIFF

DEFENDANT

DATE

DATE

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT