

## Child Support and Health Care Determinations and Orders

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

The following child support and cash medical obligations were computed pursuant to O.A.C. 5101:12-1-17 Ohio Child Support Guidelines. The child support worksheet is attached.

Parent A: \_\_\_\_\_ is the child support  Obligor  Obligee

Parent B: \_\_\_\_\_ is the child support  Obligor  Obligee

### Findings of Fact:

#### Health Insurance

The **child support** Obligee is the **health insurance** Obligor.

The **child support** Obligor is the **health insurance** Obligor as one or more of the following apply:

The Obligor already has health insurance coverage for the child that is reasonable in cost;

The Obligor already has health insurance coverage in place for the child that is not reasonable in cost, but the obligor wishes to be named the health insurance obligor and provide coverage under division (A)(2)(a) of section 3119.302 of the Revised Code;

The Obligor can obtain coverage for the child that is reasonable in cost through an employer or other source.

The child support Obligee is a non-parent individual or agency that has no duty to provide medical support.

#### Accessibility

The health insurance available to Parent A and/or Parent B:

Parent A	Parent B	
<input type="checkbox"/>	<input type="checkbox"/>	Provides primary care services within thirty miles from the residence of the child(ren) subject to the child support order.
<input type="checkbox"/>	<input type="checkbox"/>	Is accessible because residents in part or all of the child(ren)'s immediate geographic area customarily travel farther distances than thirty miles for primary care services.
<input type="checkbox"/>	<input type="checkbox"/>	Is accessible because primary care services are only available to the child(ren) by public transportation.

### Reasonableness

The cost of health insurance to **Parent A** is \$\_\_\_\_\_ /year (total cost of coverage), which:

**exceeds** the Health Insurance Maximum (line 8 of Child Support Computation Worksheet).

**does not exceed** the Health Insurance Maximum (line 8 of Child Support Computation Worksheet).

The cost of health insurance to **Parent B** is \$\_\_\_\_\_ /year (total cost of coverage), which:

**exceeds** the Health Insurance Maximum (line 8 of Child Support Computation Worksheet).

**does not exceed** the Health Insurance Maximum (line 8 of Child Support Computation Worksheet).

The following health insurance coverage is available to the Parent A and/or Parent B through a group policy, contract, or plan at a reasonable cost:

Insurer:

\_\_\_\_\_

\_\_\_\_\_

Available to:

Parent A

Parent B

Neither party has health insurance available to cover the child(ren) at a reasonable cost as the cost **exceeds** the health insurance maximum on the child support calculation. Check applicable box(es) below if cost of Health Insurance **exceeds** the health insurance maximum.

**Both parties agree that:**

**Parent A** shall obtain or maintain health insurance that exceeds the health insurance maximum for that parent.

**Parent B** shall obtain or maintain health insurance that exceeds the health insurance maximum for that parent.

**both Parent A and Parent B** shall obtain or maintain health insurance that exceeds the health insurance maximum for that parent.

**Parent A** has **requested** to obtain or maintain the health insurance that exceeds the health insurance maximum for that parent.

**Parent B** has **requested** to obtain or maintain the health insurance that exceeds the health insurance maximum for that parent.

**The Court finds that neither parent has health insurance available at a reasonable cost therefore:**

**Parent A**  **Parent B** as the support Obligee shall obtain health care coverage within 30 days and report the same to the CSEA

## **Recommendations/Orders:**

### **Child Support**

**Parent A**  **Parent B** is the Child Support Obligor and shall pay child support as provided below.

The following order is effective \_\_\_\_\_.

**This is a retroactive Order**, the amount of \$\_\_\_\_\_ per month of child support and \$\_\_\_\_\_ per month of cash medical support has accrued from \_\_\_\_\_ to date of Magistrate's Order or Judgment Entry. Unpaid balances, if any, are hereby reduced to an arrearage to be paid at a rate of \$\_\_\_\_\_ per month.

The Child Support Obligor shall pay **child support** for the minor child(ren) in the sum of \$\_\_\_\_\_ per month, for the minor children, **plus 2% processing charge**. (Line 24 or 26, Child Support Computation Worksheet-Sole Residential Parent or Shared Parenting Order **or** Line 25 or 27, Child Support Computation Worksheet-Split Parental Rights and Responsibilities).

Check if applicable:

The above child support deviates from the amount of child support that would otherwise result from the use of the Basic Child Support Schedule and the applicable worksheet, through the line establishing the actual annual obligation because, pursuant to R.C. 3119.22, the amount would be unjust and inappropriate and would not be in the best interest of the minor child(ren) for the following reason(s):

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The above represents a child support deviation of \_\_\_\_\_% or \$\_\_\_\_\_ (to be used when the deviation could be appropriate for future modifications.)

### Cash Medical Support

The Child Support Obligor shall pay **cash medical support** in the sum of \$\_\_\_\_\_ per month, **plus 2% processing charge**. (Line 27 or 28, Child Support Computation Worksheet-Sole Residential Parent or Shared Parenting Order **or** Line 29 or 31, Child Support Computation Worksheet-Split Parental Rights and Responsibilities).

The above cash medical support deviates from the amount of cash medical support that would otherwise result from the use of the Basic Child Support Schedule and the applicable worksheet, through the line establishing the actual annual obligation because, pursuant to R.C. 3119.22, the amount would be unjust and inappropriate and would not be in the best interest of the minor child(ren) for the following reason(s):

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The above represents a cash medical deviation of \_\_\_\_\_% or \$\_\_\_\_\_ (to be used when the deviation could be appropriate for future modifications.)

**Parent A and Parent B** shall share liability for the extraordinary medical expenses of the child(ren) that are not covered by health insurance or cash medical support, including co-payments and deductible costs, as calculated in accordance with R.C. 3119.02, as applicable, as follows:

\_\_\_\_\_% to be paid by **Parent A**

\_\_\_\_\_% to be paid by **Parent B**.

In accordance with the following formula: \_\_\_\_\_  
\_\_\_\_\_.

Pursuant to R.C. 3119.01(C)(7) extraordinary medical expenses means “any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.” (Line 23(a), Child Support Computation Worksheet-Sole Residential Parent or Shared Parenting Order or Child Support Computation Worksheet-Split Parental Rights and Responsibilities) The Obligor(s) satisfy his/her portion of the ordinary medical expenses through the cash medical obligation.

All support shall be paid through wage withholding to the Child Support Processing Center. During any month when wage withholding is not in effect, the Child Support Obligor should pay this amount directly to the Child Support Processing Center, P.O. Box 182372, Columbus, Ohio, 43218. All payments must include the Child Support Obligor’s Name, Social Security Number, Case Number, and SETS Number to ensure proper credit.

#### **Health Insurance**

**Parent A**  **Parent B**  **Both Parent A and Parent B** shall provide health insurance.

**Neither Party** shall currently provide health insurance. **The Obligee shall obtain health care coverage for the children not later than thirty days after it becomes available to the Obligee at a reasonable cost and shall inform the child support enforcement agency when health care coverage for the children has been obtained.**

**The Court orders that it is in the child(ren)'s best interest for:**  
 **Parent A**  **Parent B** or  **both Parent A and Parent B** to obtain health insurance that exceeds the health insurance maximum for that parent for the following reasons \_\_\_\_\_

The child support Obligee is a non-parent individual or agency that has no duty to provide medical support. If health insurance becomes available at a reasonable cost, the Obligor shall inform the child support enforcement agency and may request a modification of the Order.

The child support Obligee is a non-parent individual or agency that has no duty to provide medical support. The Obligor \_\_\_\_\_ (name) shall obtain health insurance coverage for the children not later than 30 days after it becomes available at a reasonable cost to the Obligor and shall inform the child support enforcement agency when health insurance for the children has been obtained.

<b>Parent A</b>	<b>Parent B</b>
Name of employer/group/individual	
Address of employer/group/individual	
Name of health plan	
Name of insurance company	
Claims address of insurance company	
Customer service telephone number	

Group number	
Identification/Subscriber number	

Full name of each child subject to the Medical Support Order and Date of Birth

Child	Date of Birth

The person(s) required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependents under any health care policy, contract, or plan for which the person contracts within thirty days after the issuance of this Order.

The person(s) required to provide health care coverage shall provide to the other party, not later than thirty days after the issuance of this order, information regarding the benefits, limitations, and exclusions of the coverage copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

The health plan administrator of the health insurer that provides the health insurance for the child(ren) shall reimburse the following individual for covered out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the above-named child(ren):

Name of party: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

The health plan administrator of the health insurer that provides the health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital,

dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

### **NOTICE PURSUANT TO R.C. 3119.32**

The employer of the person required to obtain health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA on written request any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with this section and any order or notice issued under this section.

If the person required to obtain health care insurance coverage for the children subject to this child support order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

If neither party is providing health insurance, the Child Support Oblige shall obtain health insurance coverage for the children not later than thirty days after it becomes available to the obligee at a reasonable cost and inform the child support enforcement agency when health insurance coverage for the children has been obtained.

If health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the child support enforcement agency and may seek a modification of health insurance coverage from the court with respect to a court child support order, or from the agency with respect to an administrative support order.

### **NOTICE TO CHILD SUPPORT OBLIGOR AND OBLIGEE PURSUANT TO R.C. 3121.29**

**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, DRIVERS 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.**