

Case No: _____

**EXHIBIT A
CHILD AND MEDICAL SUPPORT DETERMINATIONS ADDENDUM**

1. SUMMARY OF CHILD AND CASH MEDICAL SUPPORT:

It is hereby **ORDERED** that:

(A) This order for child support and medical support is effective _____.

(B) The Obligor pays support and the Obligee receives support.

The Child Support Obligor is:

Name: _____

Date of Birth: _____

Social Security Number: xxx-xx- _____

The Child Support Obligee is:

Name: _____

Date of Birth: _____

Social Security Number: xxx-xx- _____

(C) This order pertains to the following child(ren):

Child(ren)'s Names

Date(s) of Birth:

(D) The worksheet used to compute child support and medical support under Ohio Revised Code (hereinafter "ORC") §3119.022 is attached as **Exhibit** _____.

(E) **SUMMARY OF CHILD AND CASH MEDICAL SUPPORT:**

The Child Support Obligor shall pay child and cash medical support for the child(ren) in the total sum of \$_____, per month, summarized as follows:

(1) **Child support** for the child(ren) in the sum of \$_____ **per month.**

(2) **Cash Medical support** for the child(ren) in the sum of \$_____ **per month.**

(3) **Two percent (2%) processing charges** in the sum of \$_____ **per month.**

2. PROVISIONS FOR CHILD SUPPORT:

It is further **ORDERED** that the obligation of child support for the child(ren) who is/are the subject of the order set forth hereinabove has been determined as follows:

(A) MINIMUM SUPPORT ORDER: (if applicable)

If this box is checked, this is a minimum support amount of \$80.00 per month pursuant to ORC §3119.06.

OR

If this box is checked, the court has determined that a support amount of less than \$80.00 per month is appropriate based on findings made pursuant to ORC §3119.06 as follows: _____

(B) OVERNIGHT PARENTING TIME DETERMINATIONS: (if applicable)

(1) Reduction under ORC §3119.051:

If this box is checked, it is determined that the above-named Child Support Obligor has court-ordered parenting time that equals or exceeds 90 overnights per year and therefore the amount to be paid under the child support order has been reduced by ten percent (10%) pursuant to ORC §3119.051.

OR

If this box is checked, it is determined that the above-named Child Support Obligor has court-ordered parenting time that equals or exceeds 90 overnights per year. However, the Child Support Obligor has failed, without just cause, to exercise said court-ordered parenting time and therefore shall not receive the ten percent (10%) reduction pursuant to ORC §3119.051.

(2) Deviation under ORC §3119.231:

If this box is checked, it is determined that the above-named Child Support Obligor has court-ordered parenting time that amounts to _____overnights per year. Therefore:

The court-ordered parenting time exceeds 90 overnights per year, and the Court has considered whether to grant a deviation pursuant to ORC §3119.22 and ORC §3119.23(C), which deviation, if any, is set forth under Section (C) hereinbelow.

OR

The court-ordered parenting time is equal to or exceeds 147 overnights per year, and the Court has considered whether to grant a deviation pursuant to Ohio R.C. 3119.22 and 3119.23(C). A deviation is not granted for the following reasons:

(C) DEVIATION DETERMINATION: (If applicable)

If this box is checked, the Child Support Obligor's obligation for child support which is set forth hereinabove is deviated from the amount otherwise calculated under the guidelines. The amount of the deviation is \$_____ per month which is a deviation of _____ percent. The 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 because, pursuant to ORC §3119.22 and/or ORC §3119.24 and after considering the factors and criteria set forth under ORC §3119.23, it is determined that the amount calculated pursuant to the basic child support schedule and the applicable worksheet would be unjust or inappropriate and therefore not in the best interest of the child(ren) for the following reason(s):

3. **ARREARAGES:**

It is further **ORDERED** that the child support arrearages are payable as follows:

(A) Child support arrearages for the minor child(ren) herein payable either by temporary or final order accruing during any period of time when either parent assigned support rights and received or receives benefits from any Department of Job & Family Services for said child(ren) shall survive and continue as an enforceable obligation due the Department of Human Services that provided said benefits, until paid in full.

(B) **If this box is checked**, any temporary child support arrearage and cash medical support arrearage owed to a party will survive this order.

(C) The Child Support Obligor shall pay \$_____ **per month** plus 2% processing charge as payment **on arrears. This amount is in addition to the support obligation set forth in Paragraph 1(E) above**, and shall terminate upon the arrears being satisfied.

4. **SEEK WORK ORDER:**

If this box is checked, the above named Child Support Obligor has been determined to be unemployed. Therefore, a Seek Order is issued. _____ is hereby ordered to seek employment if able to engage in employment. Further, he/she shall comply therewith by reporting to the Trumbull County CSEA on a _____ basis and shall comply with all the requirements pursuant to ORC §3121.03 (et al.), including but not limited to registering with the Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. All prior Orders of the Court are to remain in effect.

5. **METHOD TO SECURE SUPPORT PAYMENT(S):**

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

The Child Support Obligor shall immediately notify the Trumbull County CSEA, in writing, of any change in employment (including self-employment), receipt of additional income/monies, or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

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

All support shall be paid through the Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218. Checks or money orders shall be made payable to OCSPC. All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Court case number. **If there is to be a withholding/deduction order, the Child Support Obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

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

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

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

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

6. DURATION AND TERMINATION OF SUPPORT & REQUIRED NOTICES:

The duty of child support and cash medical support imposed for each child pursuant to this order shall continue until further order of Court or until the above-named child reaches age 18 unless one of the following circumstances apply:

- The child(ren) is/are mentally or physically disabled and is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old. Under this circumstance, child and cash medical support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of 19, whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

The Child Support Obligor shall continue to pay any other existing orders which are not expressly modified herein.

If this box is checked, the parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

If this box is checked, the parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability are as follows: _____

7. TAX DEPENDENCY DESIGNATION:

It is further **ORDERED** that pursuant to ORC §3119.82, the individual(s) who may claim the child(ren) who are the subject of this child support order as dependents for income tax purposes is determined to be as follows:

If this box is checked, _____ shall be entitled to claim all of the minor children who are the subject of this order as dependents for all income tax purposes commencing with tax year _____.

OR

If this box is checked, the parties shall share the ability to claim the minor child(ren) who are the subject of this order as dependents for income tax purposes as follows: _____

The Residential Parent/Legal Custodian is ordered to take whatever action is necessary pursuant to §152 of the "Internal Revenue Code of 1986." 100 Stat. 2085, 26 U.S.C. 1, as amended, to enable the Non-Residential Parent to claim the child(ren) as dependents for federal income tax purposes.

8. HEALTH INSURANCE COVERAGE

It is further **ORDERED** that the parties shall comply with the following provisions for the health insurance coverage for the child(ren) who is/are the subject of this order:

(A) AVAILABILITY OF PRIVATE HEALTH INSURANCE COVERAGE:

If this box is checked, at the time of the issuance of this order, private health insurance for the child(ren) through a group policy, contract, or plan is NOT accessible or available at a reasonable cost OR pursuant to ORC §3119.302(A)(3), it is not in the best interest of the child(ren) to utilize the available private health insurance for the following reason(s): _____

Therefore, in accordance with ORC §3119.302(A)(2) and/or (A)(3), it is hereby **ORDERED** that private health insurance shall not be required to be provided by either the Child Support Obligor or the Child Support Obligee.

Further, in accordance with ORC §3119.30(B)(2), if private health insurance coverage for the child(ren) who are the subject of this order was not accessible or available at reasonable cost at the time of this order to either the Child Support Obligee or the Child Support Obligor, it is hereby **ORDERED** that if the Child

Support Obligees obtain private health insurance coverage for the child(ren) who are the subject of this order, not later than thirty (30) days after it becomes available to the Child Support Obligees at a reasonable cost the Child Support Obligees **SHALL IMMEDIATELY INFORM THE TRUMBULL COUNTY CSEA OF THE AVAILABLE COVERAGE.** If private health insurance coverage becomes available to the Child Support Obligor at a reasonable cost, the Child Support Obligor shall immediately inform the CSEA of the available coverage and may seek a modification of the child support order with respect to the cost of the health insurance coverage from the court or from the CSEA.

OR

If this box is checked, the Court finds that private health insurance for the child(ren) IS accessible through a group policy, contract, or plan and that the health insurance is reasonable in cost or shall be required to be provided in accordance with ORC §3119.302(A)(2).

(B) DESIGNATION OF HEALTH INSURANCE OBLIGOR:

Therefore, in accordance with ORC §3119.30, it is hereby ORDERED that, Child Support Obligees and/or Child Support Obligor is/are designated as the Health Insurance Obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor(s) until further order of Court for the following reasons:

- The Child Support Obligees is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).
- The Child Support Obligor already has health insurance coverage in place for the child(ren) that is reasonable in cost.
- The Child Support Obligor already has health insurance coverage in place for the child(ren) that is not reasonable in cost, but the Child Support Obligor wishes to be named the Health Insurance Obligor and provide coverage.
- The Child Support Obligees is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to be named the Health Insurance Obligor and already have health insurance coverage in place or have health insurance coverage available for the child(ren).

The Health Insurance Obligor(s) shall immediately notify Trumbull County CSEA and the Child Support Obligees if the health insurance coverage is changed or terminated for any reason.

(C) HEALTH INSURANCE COVERAGE REQUIREMENTS:

No later than thirty days after the issuance of this support order, the Health Insurance Obligor(s) shall designate the minor child(ren) who are the subject of this order as dependent(s) eligible for health insurance coverage and secure and maintain private health insurance for the child(ren) who are the subject of this order.

The individuals who are designated to be reimbursed by the health plan administrator for covered out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the child(ren) named above are:

Name: _____
Address: _____

Name: _____
Address: _____

The private health insurance company's contact information is:

Insurance Company's Name: _____
Insurance Company's Address: _____
Policy Number or Group Number: _____

It is further ORDERED that within thirty days from the date of this Order, the Health Insurance Obligor(s) must send a copy of the child(ren)'s health insurance cards, or other documentation verifying coverage is being provided as ordered, to CSEA.

9. CASH MEDICAL SUPPORT & CHILD(REN)'S MEDICAL EXPENSES

It is further **ORDERED** that the parties shall comply with the following provisions for the cash medical support and medical expenses of the child(ren) who is/are the subject of this order:

(A) LIABILITY FOR CHILD(REN)'S MEDICAL CARE EXPENSES:

Pursuant to ORC §3119.30(A), both parents are liable for the medical care expenses of the child(ren) which are not covered by health insurance as follows:

- (1) Ordinary medical expenses: The Child Support Obligees shall pay the first **\$510.21** per child per calendar year for the child(ren)'s medical, hospital, dental, orthodontic, optical, prescription, psychiatric, psychological, or counseling expenses not paid by insurance, including deductibles and co-payments.
- (2) Extraordinary medical expenses: In accordance with ORC §3119.30 or §3119.32, any medical expenses that **that exceed the sum of \$510.21** per year will be considered "extraordinary medical expenses." _____ shall pay _____% and _____ shall pay _____% of any extraordinary medical expenses **in excess of \$510.21** per calendar year per child, including medical, hospital, dental, orthodontic, optical, prescription, psychiatric, psychological, or counseling expenses not paid by insurance, including deductibles and co-payments.
- (3) 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. Proof of payment is limited to a receipt for payment signed by the medical provider, a copy of a cancelled check, or a copy of a credit card statement verifying the amount paid. The parents are encouraged to use the Explanation of Health Care Bills Form (Uniform Domestic Relations Form-26 and Uniform Juvenile Form-8) available on the Supreme Court of Ohio's website, www.sconet.state.oh.us/JCS/CFC/DRForms, when submitting medical bills to the other parent.

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.

(B) DEVIATION IN CASH MEDICAL SUPPORT: (If applicable)

If this box is checked, the Child Support Obligor's obligation for cash medical support set forth hereinabove is deviated from the amount otherwise calculated. The amount of the deviation is \$ _____ per month which is a deviation of _____ percent. The cash medical support deviates from the amount of cash medical support that would otherwise result from the use of the applicable worksheet because, after considering the factors and criteria set forth under ORC §3119.23, it is determined that the amount calculated pursuant to the applicable worksheet would be unjust or inappropriate and therefore not in the best interest of the child(ren) for the following reason(s): _____

NOTICE TO THE HEALTH INSURANCE OBLIGOR

1. The health plan administrator that provides the health insurance coverage for the child(ren) named above may continue making payment for medical, hospital, dental, orthodontic, optical, prescription, psychiatric, psychological, or counseling services directly to any health care provider in accordance with the applicable health insurance policy, contract, or plan.
2. The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under ORC §3109.19, 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 ORC §3119.32 and any order or notice issued under ORC §3119.32.
3. If the Health Insurance Obligor obtains new employment, the CSEA shall comply with the requirements of ORC §3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) named above in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.
4. **Within thirty days of the date of this support order, the Health Insurance Obligor must provide the other party with the following:**
 - a. **Information regarding the benefits, limitations, and exclusions of the coverage;**
 - b. **Copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage; and**
 - c. **Copies of any necessary insurance cards.**

NOTICE TO REPORT REASON WHY SUPPORT ORDER SHOULD TERMINATE

PURSUANT TO ORC SECTIONS 3119.87 AND 3119.88

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

- A. The child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis;
- B. The child ceasing to attend an accredited high school on a full-time basis after attaining the age of majority;

- C. The child's death;
- D. The child's marriage;
- E. The child's emancipation;
- F. The child's enlistment in the armed services;
- G. The child's deportation; or
- H. Change of legal custody of the child

NOTICE TO CHILD SUPPORT OBLIGOR AND OBLIGEE

PURSUANT TO ORC SECTION 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 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 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 YOUR ARE THE 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 DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.