

Dissolution – with Children

If you or your spouse own any **real estate**, or have any type of **pension plan**, you should **consult a private attorney** before using these forms.

Forms to be completed by you:

- _____ Domestic Relations Case Designation Form – Provides information to the Clerk about case being filed.
- _____ Disclosure of Personal Identifier Information – Provides personal information to the Clerk that will not be released to the public.
- _____ **Petition for Dissolution of Marriage and Waiver of Service of Summons** - Tells the Court why you want a dissolution and information about you and your spouse. (Have notarized).
- _____ **Separation Agreement** - Tells the Court what you and your spouse have agreed to for the dissolution. (Have notarized).
- _____ **Shared Parenting Agreement** - Tells the Court what you and your spouse have agreed to about the child(ren) of the marriage. (Have notarized). Use only if you have agreed to Shared Parenting.
- _____ **Husband’s Financial Affidavit** – Husband completes to tell the Court about her financial situation. (Have notarized).
- _____ **Wife’s Financial Affidavit** – Wife completes to tell the Court about his financial situation. (Have notarized).
- _____ **Parental Affidavit (UCCJEA)** – Tells the Court about your child(ren). (Have notarized).
- _____ Private Health Insurance Questionnaire – Tells the Court about health insurance available to your child(ren).
- _____ IV-D Application – Starts the child support process.
- _____ Child Support Calculation – Software is available at the Tuscarawas County Law Library.
- _____ Magistrate’s Decision/Judgment Entry

* All forms listed above in **BOLD** must be signed in front of a notary.*

After completing the forms:

- _____ Make 3 copies of each completed form.
- _____ Take the originals and 3 copies to the Clerk of Common Pleas Court.
- _____ Be prepared to pay the filing fee, which is subject to change. The filing fee amount is available at: <http://www.co.tuscarawas.oh.us/Common%20Pleas/CourtCosts.pdf>, or call the Clerk of Courts’ Office at 330-365-3243 to verify the current fee.

After forms are filed:

- The Court will send you notice of your hearing date. Make certain that you attend the hearing and bring one copy of the “Magistrate’s Decision/Judgment Entry Decree of Dissolution” to the hearing. You will need to complete the caption of the case.
- If you move, you must submit your new address to the Clerk of Courts office in writing.

Dissolution with children instructions

Revised 8/27/2013

Domestic Relations Case Designation Form

Address: _____

Plaintiff/Petitioner

vs.

Address: _____

Defendant(s)/Petitioner/Respondent

:
:
Case Number: _____
:
:

:
:
Judge: _____
:
:

Has this case been previously filed and dismissed? Check one: _____ Yes _____ No
If yes, list case number and judge: _____

List all open or closed case(s), involving your children, including case number and judge: (for example, a Juvenile Court case regarding custody and/or support) _____

Please indicate which category:

- | | |
|---|---|
| _____ A. Termination of Marriage w/children
(Divorce) | _____ G. Support Enforcement/
Modification |
| _____ B. Termination of Marriage w/o children
(Divorce) | _____ H. Domestic Violence |
| _____ C. Dissolution of Marriage w/children | _____ I. U.I.F.S.A. |
| _____ D. Dissolution of Marriage w/o children | _____ J. Parentage |
| _____ E. Change of Custody | _____ K. Other
(i.e., Post Decree Property/
QDRO Issues) |
| _____ F. Visitation/Parenting Time
Enforcement or Modification | |

Mediation: Is this case appropriate for mediation? Check one: _____ Yes _____ No

Non-attorney/pro se litigant:

Party Name (if not represented by an attorney)

Signature

Address

Address (continued)

Home Telephone

Cell Phone

Email Address

Rev. 8/27/2013

Attorney:

Attorney of Record

Signature

Attorney Registration Number

Firm Name

Firm Address

Firm Phone Number

Attorney Email Address

Exhibit C

**Disclosure of Personal Identifier Information
For a Domestic Relations or Other Civil Case**

Please complete the following information. You do not need to make copies of this page, but you must submit it with the first document you file that includes personal identifiers. This will allow the Court to have needed information without it being released to the general public.

Under Sup.R. 45(D)(1), “[w]hen submitting a case document to a court or filing a case document with a clerk of court, a party to a judicial action or proceeding shall omit personal identifiers from the document. Under Sup.R. 44(H), “personal identifiers” means social security numbers, except for the last four digits; financial account numbers, including but not limited to debit card, charge card, and credit card numbers; employer and employee identification numbers....”

The following information is considered to be the confidential “personal identifiers” in this case, which will be omitted from documents filed in this case.

Case No. _____

Name of Party:

Personal Identifier Information:

SSN: _____

Financial Account Information:

Employer/Employee ID Number:

Name of Party:

Personal Identifier Information:

SSN: _____

Financial Account Information:

Employer/Employee ID Number:

Minor Child Name (if applicable):

Personal Identifier Information:

SSN: _____

Minor Child Name (if applicable):

Personal Identifier Information:

SSN: _____

Minor Child Name (if applicable):

Personal Identifier Information:

SSN: _____

Minor Child Name (if applicable):

Personal Identifier Information:

SSN: _____

SETS number, if applicable: _____

Attached:

- Additional pages for other parties' information
- Other information or documents exempt from disclosure under state, federal or common law

Identifier/Item: _____ Reference used: _____

Completed by:

Signature

Printed Name

Phone

**Court of Common Pleas
Tuscarawas County, Ohio
General Trial Division**

Name: _____ :
Address: _____ : Case No. _____

DOB: _____ : Judge _____
Phone: _____ :

Petitioner,

and

Name: _____ :
Address: _____ :

DOB: _____ :
Phone: _____ :

Petitioner.

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six months and a resident of this county for at least 90 days immediately prior to filing this Petition.
2. Petitioners were married on the ____ day of _____, _____, (Month, Year) at _____(City), in the State of _____.
3. The minor children born to or adopted by the parties and currently under the age of 19 are as follows:
_____ date of birth _____
_____ date of birth _____

_____ date of birth _____
_____ date of birth _____

4. A Separation Agreement and Shared Parenting Plan (if applicable), agreed to and signed by both Petitioners, which provides for a division of all property, payment of all debts, child related issues and spousal support, where applicable, has been attached.
5. Both Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement and Shared Parenting Plan (if applicable), that they are satisfied with its terms, and that they seek a Dissolution of the Marriage and the Court's approval of the agreement.
6. The wife is not pregnant.
7. The wife does/does not request to be restored to a former name. Former name _____.

WHEREFORE, Petitioners request that the Court grant a Dissolution of Marriage, incorporating the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

**Court of Common Pleas
Tuscarawas County, Ohio
General Trial Division**

Name: _____	:	Case No. _____
Address: _____	:	
_____	:	
Phone: _____	:	Judge _____
	:	
Petitioner,	:	Separation Agreement
	:	(With Minor Children)
and	:	
	:	
Name: _____	:	
Address: _____	:	
_____	:	
Phone: _____	:	
	:	
Petitioner.	:	

This Separation Agreement is voluntarily made and entered into by
Wife, _____, and by Husband, _____
(hereafter called "parties"), who represent the following:

- A. Date of Marriage: _____ Place of Marriage: _____
_____. (City)
(County, State & Country)
- B. Differences have arisen between the parties, and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.
- C. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, for spousal support, and for child-related issues, where applicable.

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

1. **Separation**

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

2. **Division of Property**

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

2.1 **Real Estate** (check all that apply)

- We have no real estate.
- The husband has real estate that he owned prior to this marriage, or received by inheritance, and the wife is waiving her claims to his real estate, now and in the future. The property is located at:

- The wife has real estate that she owned prior to this marriage, or received by inheritance, and the husband is waiving his claims to her real estate, now and in the future. The property is located at:

- The parties jointly own real estate and agree to dispose of it as follows:
Location: _____ Dispose of as follows: _____

- Each party shall pay and hold the other harmless from any debt owed on real estate that they receive.

2.2 **Motor Vehicles** (check all that apply)

- There are no motor vehicles titled in either party's name.

- Husband shall receive, free and clear of any claims of wife, all right, title, and interest in the following motor vehicles:

VIN _____

VIN _____

- Wife shall receive, free and clear of any claims of husband, all right, title, and interest in the following motor vehicles:

VIN _____

VIN _____

Each party shall pay for, and hold the other harmless from, any debt owed on the motor vehicle(s) that they receive.

- The Clerk of Courts is ordered to transfer any of the motor vehicles listed above if necessary.

2.3 Household Goods and Personal Property (check all that apply)

- We agree that our household goods and personal property are already divided, and we are satisfied with the division.

- Husband shall receive the following household goods:

- Wife shall receive the following household goods:

- See the attached list for the division of household goods.

2.4 Bank Accounts (checking, savings, credit union, certificate of deposit) (check all that apply)

- We agree that our accounts are already divided, and we are satisfied with the division.

- Husband shall receive the following account(s): (list the type of account and the last four digits of each account)

-
- Wife shall receive the following account(s): (list the type of account and the last four digits of each account)
-
-

- We have no accounts.

2.5 **Stocks and/or Bonds** (check all that apply)

- We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.

- Husband shall receive the following stocks/bonds:
-
-

- Wife shall receive the following stocks/bonds:
-
-

- We do not have any stocks/bonds.

2.6 **Pension/Profit Sharing, IRA, 401(k) and/or other Retirement Plans** (check all that apply)

- We agree that these assets are already divided, and we are satisfied with the division.

- Husband shall receive the following:
-
-

- Wife shall receive the following:
-
-

- We do not have any of the above.

2.7 **Life Insurance** (check all that apply)

- We agree that the cash value of all life insurance policies has already been divided.

- Husband shall receive the following life insurance policies, free and

clear of any claims of the wife:

- Wife shall receive the following life insurance policies, free and clear of any claims of the husband:

- The parties have no life insurance policies with a cash value.

3. **Spousal Support** (check all that apply)

- Neither the wife nor the husband shall pay spousal support to the other.
- _____ shall pay spousal support to _____ in the amount of \$_____ per month, plus a 2% processing fee, payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372, effective _____, 20____, which shall terminate upon the happening of the earliest of the following events:
1. After a period of _____ months;
 2. Death of the spouse receiving or paying the spousal support;
 3. The spouse receiving the spousal support is living with another person in a marriage-type relationship.

Check the one that applies:

- The parties agree that the Court **shall** have continuing jurisdiction to modify spousal support.
- The parties agree that the Court **shall not** have continuing jurisdiction to modify spousal support.

4. **Debts** (check all that apply)

- Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution, and indemnify the other party for these debts.
- We have no debts.
- The debts will be divided between us as listed:
(use additional pages if needed)

Creditor	Purpose of Loan	Approx. Balance	Who will pay Husband/Wife (indicate)
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			

5. Non-Use of Other's Credit

Neither party shall incur any debt or obligation upon the credit of the other. If a party does so, he or she shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

6. Allocation of Parental Rights and Responsibilities

6.1 Custody

- Wife shall have custody of the following child(ren):

- Husband shall have custody of the following child(ren):

- The parties have agreed to shared parenting as set out in the attached Shared Parenting Plan.

6.2 Visitation (check one)

- The parties agree to the visitation/companionship schedules and rules set out in the Court's Standard Parenting Orders and Incidental Rules, attached and incorporated herein, except as follows: _____

- The parties agree to visitation/companionship as set out in their Shared Parenting Plan attached hereto.
- Other: _____

7. Child Support

Check **either** 1, 2, 3 or 4 below and complete:

1. Wife/Husband shall pay to Husband/Wife as and for the support of the Parties' child(ren), the sum of \$_____ based upon the attached Child Support Worksheet.

2. Neither Party shall pay any support, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
 - amount of time spent with children;
 - unusual medical expenses for the children;
 - cost of transportation;
 - unusual expenses for the children.
 - other: _____

This deviation is in the best interest of the child(ren).

3. Wife/Husband shall pay to Husband/Wife as and for the support of the Parties' child(ren) the sum of \$_____ which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
 - amount of time spent with children;
 - unusual medical expenses for the children;
 - cost of transportation;
 - unusual expenses for the children.
 - other: _____

This deviation is in the best interest of the child(ren).

4. The parties' children are already covered by a child support order, and the following apply: (please check all that apply)

- There is a current Child Support Order issued by the Child Support Enforcement Agency, Case No. _____.
- There is a current Child Support Order issued by the County Juvenile Court, Case No. _____.
- The Parties wish that the current Child Support Order be adopted by reference in the Separation Agreement.

The support shall be set out as an amount per month, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372.

The child support obligation shall be effective (date) _____.
Any support not paid through CSPC shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes self-supporting, or reaches the age of 18, whichever event occurs first, provided that such support shall continue beyond the child's 18th birthday so long as the child continuously attends any recognized and accredited high school on a full-time basis, but not beyond the age of 19, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the party paying support, pursuant to a withholding order issued according to law.

8. **Health and Medical Expenses - Medicaid benefits are not considered health insurance for the purposes of this section.**

8.1 Each party shall have access to all medical records of the child(ren) as provided by law.

8.2 Check **either** 1, 2, or 3 below and complete:

If either parent or both parents currently have health insurance coverage (NOT MEDICAID) for the minor child(ren), check either box 1 or box 2 and fill in the information requested.

1. **The _____ shall provide** health insurance for the minor child(ren) of the parties. The insurance carrier is _____, whose address is _____.

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within 30 days of receipt of same.

2. **Both parties** shall provide and maintain health insurance for the benefit of the minor child(ren).

Primary Insurance (check one)

- Mother
 Father

Secondary Insurance (check one)

- Mother
 Father

Mother's insurance carrier is _____,
whose address is _____

Father's insurance carrier is _____,
whose address is _____

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

If neither parent has health insurance coverage available for the minor child(ren) or the child(ren) only receive Medicaid benefits, check box 3.

3. **Neither party** has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either party, he or she shall obtain the insurance and notify the other party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the party holding the insurance within 30 days of receipt of same.

8.3 **Generally, the percentage of extraordinary medical expenses is divided according to the percentage given on Lines 16a and 16b of the Ohio Child Support Guidelines Calculation; however, the parents can agree to a different percentage.**

Any "*ordinary*" medical, dental, optical, prescription, psychological and related health care expenses for the child(ren), defined as the amount of \$100.00 per year, per child not covered by insurance, shall be paid by the custodial parent. This does not include orthodontia. The cost of any uninsured medical, dental, optical, prescription, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100.00 per year, per child shall be considered "*extraordinary*" medical and related health care expenses and shall be divided between the parties as follows:

_____ % by Husband _____ % by Wife

9. **Tax Exemptions**

9.1 Check **either** 1 or 2 below and complete:

1. Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: _____

2. Husband shall be entitled to claim the following child(ren)

as his dependents for income tax purposes: _____

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid substantially all his/her support obligation for that year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

10. **Name Change**

Wife **does/does not** request that she be restored to her former name of
(circle one)

_____.

11. **Complete Disclosure**

Each party has made a full and complete disclosure of their assets and property, and neither has knowledge of any other property of any kind in which the parties have any interest. In the event it is discovered that either party has failed to disclose, whether knowingly or inadvertently, an asset with a value greater than \$1,000.00, the other party may be entitled to one-half of its value upon written request to the Court.

12. **Incorporation into Decree/Effectiveness of Agreement**

If the parties jointly institute proceedings for a Dissolution, in this state or elsewhere, this agreement shall be presented to the Court in such proceeding with the request that it be adjudicated to be fair, just and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the Court. If, at the time of the hearing on such Dissolution, either spouse is not satisfied with this Separation Agreement or does not wish a Dissolution of the Marriage, and if neither spouse files a motion pursuant to Ohio law to convert the Dissolution action to an action for Divorce, the Court shall dismiss the Dissolution Petition and refuse to approve this proposed Separation Agreement. In that event, the terms and provisions contained in this Separation Agreement shall be null and void and have no further legal effect.

13. Complete Agreement

This written agreement is the complete agreement of the parties. There are no other representations, agreements, statements, or prior written matters that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms of this agreement shall be valid unless in writing and signed by both of the parties. No waiver of any breach or default of this agreement shall be deemed a waiver of any later breach or default of the same or similar nature.

14. Performance of Necessary Acts

Upon execution and approval by the Court of this agreement, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement, and all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder, Clerk of Courts, and/or any and all other public and private officials are authorized and directed to accept this agreement or a properly certified copy of it instead of the document regularly required for such conveyance or transfer.

15. Other

We agree to the following additional matters:

16. **Severability**

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

17. **Applicable Law**

All of the provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

18. **Mutual Release**

Except as otherwise provided, the parties release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other, for any reason, up to the date of the execution of this agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights that would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Petitioner/Wife's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____
_____ this _____ day of _____,
20_____. (Wife)

Notary Public, State of Ohio
My Commission Expires _____

Petitioner/Husband's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____
_____ this _____ day of _____,
20_____. (Husband)

Notary Public, State of Ohio
My Commission Expires _____

**Court of Common Pleas
Tuscarawas County, Ohio
General Trial Division**

Name: _____ : Case No. _____
Address: _____ :
_____ : Judge _____
Phone: _____ :

Petitioner,

: **Shared Parenting Agreement**

and

Name: _____ :
Address: _____ :
_____ :
Phone: _____ :

Petitioner.

Pursuant to R.C. 3109.04(D), the Parties hereby request that the Court grant them Shared Parenting and control of their minor child(ren), in accordance with the terms set forth in the following Shared Parenting Agreement.

JOINT CARE AND CONTROL

A. The Parties are the parents of the following child(ren) born to or adopted by them, and currently under the age of 19. The Parties have no other issue between them.

_____, date of birth _____
_____, date of birth _____
_____, date of birth _____
_____, date of birth _____
_____, date of birth _____

B. The Parties have given considerable thought to the question of allocating parental rights and responsibilities and the manner in which the child(ren)'s best interests may be served. The Parties desire the Court to approve this Shared Parenting Agreement filed with their Petition for Dissolution of Marriage.

C. In the exercise of their obligations and duties, the Parties will discuss and cooperate on matters pertaining to the child(ren)'s health, education, and general welfare, acknowledging that the general well-being of the child(ren) is of paramount importance. The Parties, therefore, will abide by the spirit of the Shared Parenting Agreement, as well as its written provisions, in so far as the welfare of the child(ren) is concerned. At all times during the term of this plan, each Party shall make a dedicated and sincere effort to foster love and respect between the child(ren) and the other Party, with a view to the Parties cooperating to adopt and follow a harmonious policy toward the upbringing and welfare of the child(ren), which shall include:

1. Allowing the child(ren) to spend as much time as is practical with each Party; and
2. Sharing the reasonable expenses in connection with the care and support of the child(ren); and
3. Consulting and mutually agreeing with each other as to the best interest of said child(ren) in matters concerning the education, religious upbringing, and social activities, medical care and attention; and
4. Allowing each Party to enjoy his or her parental rights and relationships with the child(ren), free from the interference and harassment of the other Party, or family members of the other Party.

D. The parties agree that the following is in the best interest of the child(ren):

1. For the time sharing allocated within this agreement, the Parties agree that Wife shall be designated the primary residential parent and legal custodian of the following minor child(ren):

_____, date of birth _____
_____, date of birth _____
_____, date of birth _____

2. For the time sharing allocated within this agreement, the Parties agree that Husband shall be designated the primary residential parent and legal custodian of the following minor child(ren):

_____, date of birth _____
_____, date of birth _____
_____, date of birth _____

3. The other Party shall have companionship in the following manner:

According to this Court's Standard Parenting Orders and Incidental Rules incorporated herein.

Other time as specifically set forth here: _____

E. Neither Party shall be permitted to remove the child(ren) from the State of Ohio for permanent residence purposes without the written permission of the other Party and written notice to the Court.

F. Each Party will notify the other Party of events at school, church, and group activities, and of other matters that normally would be of interest to a caring parent. Notification shall be provided within a reasonable time prior to the appearance of the event, so long as the notifying parent has also received notice within a reasonable time. In the event that notice is received by a Party shortly before the event, that Party will make every reasonable effort to immediately notify the other Party to allow the opportunity to participate and share in the event. Each Party shall have full access to the school records of the child(ren) as provided by law.

G. Each Party shall promptly notify the other of any injuries or situations that may include any emergency or extraordinary medical, dental, optical or pharmaceutical attention for the minor child(ren).

H. Each Party shall have access to all medical records of the child(ren) as provided by law.

Check **either** 1, 2 or 3 below and complete:

1. **The _____ shall provide** health insurance for the minor child(ren) of the Parties. The insurance carrier is _____, whose address is _____.

Proof of insurance, insurance forms and an insurance card shall be submitted to the other Party. A copy of medical bills must be submitted to the Party holding the insurance within 30 days of receipt of same.

2. **Both Parties shall provide** and maintain health insurance for the benefit of the minor child(ren).

Primary Insurance (check one)

Mother

Father

Secondary Insurance (check one)

Mother

Father

Mother's insurance carrier is _____,
whose address is _____.

Father's insurance carrier is _____,
whose address is _____.

Proof of insurance, insurance forms and an insurance card shall be submitted to the other Party. A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.

If neither parent has health insurance coverage available for the minor child(ren) or the child(ren) only receive Medicaid benefits, check box 3.

3. **Neither Party** has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either Party, he/she shall obtain the insurance, notify the other Party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the Party holding the insurance within 30 days of receipt of same.

Any "*ordinary*" medical, dental, optical, prescription, psychological and related health care expenses for the child(ren), defined as the amount of \$100.00 per year, per child not covered by insurance, shall be paid by the custodial parent. The cost of any uninsured medical, dental, optical, prescription, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100.00 per year, per child shall be considered "*extraordinary*" medical and related health care expenses and shall be divided between the Parties as follows:

_____ % by Husband _____ % by Wife

I. **Child Support**

Check **either** 1, 2, 3 or 4 below and complete:

1. Wife/Husband shall pay to Husband/Wife for the support of the Parties' child(ren), the sum of \$ _____ based upon the attached Child Support Worksheet,
- Or
2. Neither Party shall pay any support, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
- amount of time spent with children;
 - unusual medical expenses for the children;
 - cost of transportation;
 - unusual expenses for the children.
 - Other: _____
- This deviation is in the best interest of the child(ren).

Or

3. Wife/Husband shall pay to Husband/Wife for the support of the Parties' child(ren) the sum of \$_____, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
- amount of time spent with children;
 - unusual medical expenses for the children;
 - cost of transportation;
 - unusual expenses for the children.
 - Other: _____
- This deviation is in the best interest of the child(ren).

Or

4. The parties' children are already covered by a child support order, and the following apply: (please check all that apply)
- There is a current Child Support Order issued by the Child Support Enforcement Agency, Case No. _____.
 - There is a current Child Support Order issued by County Juvenile Court, Case No. _____.
 - The Parties wish that the current Child Support Order be adopted by reference in the Separation Agreement.

The support shall be set out as an amount per month, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372.

The child support obligation shall be effective (date) _____.
Any support not paid through CSPC shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes self-supporting, or reaches the age of 18, whichever event occurs first, provided that such support shall continue beyond the child's 18th birthday so long as the child continuously attends any recognized and accredited high school on a full-time basis, but not beyond the age of 19, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the Party paying support, pursuant to a withholding order issued according to law.

- J. In the event that both Parties choose to enroll the child(ren) in non-public schooling, they shall split the cost of all school, tuition and related expenses in connection with non-public schooling by the same percentages as set forth in the child support guideline calculation, or as follows:

_____ % by Husband _____ % by Wife

In the event that the Parties do not agree to enroll the child(ren) in non-public schooling, and the primary residential parent chooses to enroll the child(ren) in non-public schooling, then the Party making this decision shall be responsible for all school, tuition and related expenses in connection with non-public schooling.

- K. Check **either** 1 or 2 below and complete:

1. Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: _____

2. Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: _____

For the Husband or Wife to be able to claim the child(ren) set out above, he/she must have paid substantially all of his/her support obligation for that year. Substantially is defined as arrears of less than one month's child support obligation incurred during that calendar year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

- L. Transportation to accomplish the rights of companionship, as set forth in Paragraph D, shall be divided between the Parties as follows: (check only 1 of the 4 options)

1. Each Party shall drive half-way during each companionship period,

with the Parties meeting at the following mutually convenient location to exchange the minor child(ren): _____
_____.

- 2. The Party exercising the rights of companionship shall provide all transportation for the companionship.
- 3. The transportation shall be divided equally between the Parties. The non-primary residential Party shall provide transportation at the beginning of each companionship period, and the primary residential Party shall provide transportation at the end of each companionship period.
- 4. Other:

Dated at _____, Ohio, this _____ day of _____, 20____.

Witness

Wife's Signature

Witness

Acknowledgment

State of Ohio
County of _____

This Shared Parenting Agreement was signed and acknowledged before me by
_____ this _____ day of _____, 20____.
(Wife)

Notary Public, State of Ohio
My Commission Expires _____

Witness

Husband's Signature

Witness

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by
_____, this _____ day of _____, 20_____.
(Husband)

Notary Public, State of Ohio
My Commission Expires _____

**In the Court of Common Pleas
Tuscarawas County, Ohio
General Trial Division**

Name: _____ :
Address: _____ :

Phone: _____ : Judge _____

Petitioner, _____ : Case No. _____
_____ :

-and-

Name: _____ : **Husband's**
Address: _____ : **Financial Affidavit for**

Phone: _____ : **Child Support Worksheet**
_____ :

Petitioner.

I, _____, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____.
(include name and address)
2. My annual gross income is _____.
3. I earn \$_____ per hour/per week/per month and have _____ pay periods per year.
(circle one) (number)
4. I earn overtime, bonuses, and/or commissions, and they have been as follows:
\$_____ 3 years ago
\$_____ 2 years ago
\$_____ last year
\$_____ average of above
5. I am self-employed and below is my income/expense information:
 - a. \$_____ gross receipts from business
 - b. \$_____ ordinary and necessary business expenses
 - c. \$_____ 5.6% of adjusted gross income or actual marginal difference between the actual rate paid by me and the F.I.C.A. rate

- d. \$_____ adjusted gross income (subtract the sum of b. and c. from a.)
6. \$_____ is my annual income from interest and dividends.
7. I receive unemployment compensation of \$_____ **per week/per month.** I
(circle one)
received unemployment compensation earlier this calendar year in the amount of
\$_____.
8. I receive workers' compensation, disability insurance benefits, or social security
disability/retirement benefits of \$_____ **per week/per month.**
(circle one)
9. I am the biological or adoptive parent of _____ (number) of other minor child(ren)
who live in my home and are not the children of my current husband. I receive
\$_____ per month in court-ordered child support for these other
minor child(ren).
10. I pay court-ordered spousal support in the amount of \$_____ per year to my
former spouse.
11. I pay _____ in local income taxes in the amount of \$_____ **per year.** This
is at a rate of _____% and it is paid to _____ (name of city/tax district).
12. I have mandatory work-related deductions such as union dues, uniform fees, etc. (not
including taxes, social security or retirement) that total \$_____ **per year.**
13. I pay work-related, education-related, employment-training-related and/or day care
expenses for the minor child(ren) of this marriage in the amount of \$_____
per year.
14. I pay out-of-pocket costs necessary to provide health insurance for my child(ren) from
this marriage in the amount of \$_____ per year.
- a. The cost to cover myself only is \$_____ **per week/per pay.**
(circle one)
- b. The family plan is \$_____ **per week/per pay.**
(circle one)

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

Page 2 of 2

Husband's Financial Affidavit

**In the Court of Common Pleas
Tuscarawas County, Ohio
General Trial Division**

Name: _____ :
Address: _____ :

Phone: _____ : Judge _____

Petitioner, _____ : Case No. _____
_____ :

-and-

Name: _____ : **Wife's**
Address: _____ : **Financial Affidavit for**

Phone: _____ : **Child Support Worksheet**
_____ :

Petitioner.

I, _____, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____.
(include name and address)
2. My annual gross income is _____.
3. I earn \$_____ per hour/per week/per month and have _____ pay periods per year.
(circle one) (number)
4. I earn overtime, bonuses, and/or commissions, and they have been as follows:
\$_____ 3 years ago
\$_____ 2 years ago
\$_____ last year
\$_____ average of above
5. I am self-employed and below is my income/expense information:
 - a. \$_____ gross receipts from business
 - b. \$_____ ordinary and necessary business expenses
 - c. \$_____ 5.6% of adjusted gross income or actual marginal difference between the actual rate paid by me and the F.I.C.A. rate

- d. \$_____ adjusted gross income (subtract the sum of b. and c. from a.)
6. \$_____ is my annual income from interest and dividends.
7. I receive unemployment compensation of \$_____ **per week/per month.** I
(circle one)
received unemployment compensation earlier this calendar year in the amount of
\$_____.
8. I receive workers' compensation, disability insurance benefits, or social security
disability/retirement benefits of \$_____ **per week/per month.**
(circle one)
9. I am the biological or adoptive parent of _____ (number) of other minor child(ren)
who live in my home and are not the children of my current husband. I receive
\$_____ per month in court-ordered child support for these other
minor child(ren).
10. I pay court-ordered spousal support in the amount of \$_____ per year to my
former spouse.
11. I pay _____ in local income taxes in the amount of \$_____ **per year.** This
is at a rate of _____% and it is paid to _____ (name of city/tax district).
12. I have mandatory work-related deductions such as union dues, uniform fees, etc. (not
including taxes, social security or retirement) that total \$_____ **per year.**
13. I pay work-related, education-related, employment-training-related and/or day care
expenses for the minor child(ren) of this marriage in the amount of \$_____
per year.
14. I pay out-of-pocket costs necessary to provide health insurance for my child(ren) from
this marriage in the amount of \$_____ per year.
- a. The cost to cover myself only is \$_____ **per week/per pay.**
(circle one)
- b. The family plan is \$_____ **per week/per pay.**
(circle one)

Signature of Petitioner Wife

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

Page 2 of 2

Wife's Financial Affidavit

**IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO**

DECLARATION UNDER UNIFORM CHILD CUSTODY Case No. _____

JURISDICTION AND ENFORCEMENT ACT (UCCJEA) Division: Domestic Relations/Juvenile

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

1. [] I am requesting the court to not disclose my address or that of the child(ren). My address is confidential pursuant to ORC 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.

2. **(Number):** _____ **Minor Child(ren) are subject to this proceeding 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 To Present	Address <input type="checkbox"/> Confidential	Person child lived with (name & address)	Relationship
to			
to			
to			
to			

a. Child's name		Place of birth	
Date of birth		Sex	
Period of residence To Present	Address <input type="checkbox"/> Confidential	Person child lived with (name & address)	Relationship
to			

to			
to			
to			
a. Child's name		Place of birth	
Date of birth		Sex	
Period of residence To Present	Address <input type="checkbox"/> Confidential	Person child lived with (name & address)	Relationship
to			
to			
to			
to			

Additional children are listed on Attachment 2e. (Provide requested information for additional children on an attachment.)

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

I HAVE NOT participated as a party, witness, or in any capacity in any other litigation, in this or another state, concerning the custody of or visitation (parenting time) with any child subject to this proceeding.

I HAVE participated as a party, witness, or in any capacity in any other litigation, in this or any other state, concerning the custody of or visitation (parenting time) with any child subject to this proceeding.

Explain:

a. Name of each child _____

b. Type of proceeding _____

c. Court and state _____

d. Date of court order or judgment (if any): _____

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

I HAVE NO INFORMATION of any proceedings that could affect the current proceeding,

including any proceedings relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this proceeding .

I HAVE THE FOLLOWING INFORMATION concerning proceedings that could affect the current proceeding, including any proceedings relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this proceeding, other than set out in item 3. Explain:

- a. Name of each child _____
 - b. Type of proceeding _____
 - c. Court and state _____
 - d. Date of court order or judgment (if any): _____
-

5. Persons not a party to this proceeding: (only one)

I DO NOT KNOW OF ANY PERSON not a party to this proceeding who has physical custody or claims to have custody or visitation rights with respect to any child subject to this proceeding.

I KNOW THAT THE FOLLOWING NAMED PERSON(S) not a party to this proceeding has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this proceeding:

(See next page)

a. Name and address of person _____
 has physical custody claims custody rights claims visitation rights
Name of each child _____

b. Name and address of person _____
 has physical custody claims custody rights claims visitation rights
Name of each child _____

c. Name and address of person _____
 has physical custody claims custody rights claims visitation rights
Name of each child _____

6. Knowledge of prior child support proceedings: (only one)

The child(ren) described in this affidavit are **NOT** subject to existing child support order(s) in this or any state or territory.

The child(ren) described in this affidavit **ARE** subject to the following existing child support order(s):

- a. Name of each child _____
- b. Type of proceeding _____
- c. Court and address _____
- d. Date of court order or judgment (if any): _____
- e. Amount of child support paid and by whom: _____

7. I acknowledge that I have a continuing duty to advise this Court of any custody, visitation, child support, or guardianship proceeding (including dissolution of marriage, child neglect, or dependency) concerning the child(ren) in this state or any other state about which information is obtained during this proceeding.

I certify that a copy of this document was (only one) (mailed faxed and mailed hand delivered to the person(s) listed below on (date) _____

Other party or his/her attorney:

Name: _____ Address: _____

City, State, Zip: _____

Phone Number: _____ Fax: _____

I understand that I am swearing or affirming under oath to the truthfulness of the statements made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: _____

Signature of Party

Printed name: _____ Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

STATE OF OHIO
COUNTY OF _____

Sworn to or affirmed and signed before me on this _____ day of _____, 20____.

Notary Public

My commission expires _____

PRIVATE HEALTH INSURANCE QUESTIONNAIRE

CASE NO.: _____

SETS NO.: _____

Section A
Personal Information

PRINT NAME (Mother Father) _____

Street _____

City State Zip Code _____

(_____) _____
Home Telephone Number

(_____) _____
Cell Phone Number

Check ALL applicable boxes and fill-in ALL blanks.

My child(ren) is/are covered by low-income government-assisted health care coverage (Healthy Start/Medicaid, etc.)

Section B
List of Plans

I have the following **private health insurance** policies, contracts or plans to cover the child(ren) available to me.

Name of policy, contract or plan	Name of Insurance Company	Entity/group through which policy, contract or plan is available
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section C
No Private Health Insurance

I **DO NOT HAVE** the child(ren) enrolled in **private health insurance** because:

- health insurance **is not available** through my employer or another group policy, contract or plan that will cover the child(ren).
- I **declined enrollment** of the child(ren) in health insurance available through my employer or another group policy, contract or plan, but **I am enrolled in a policy, contract or plan for myself.**
- I am **not yet eligible** to enroll in private health insurance through employment or another group policy, contract or plan, but I will become eligible on (month/day/year) ____/____/____
- I expect to enroll the child(ren) when I become eligible.
- Other reason the child(ren) is/are not enrolled (explain): _____

Section D
Current Private Health Insurance Enrollment

I **DO HAVE** the child(ren) enrolled in **private health insurance** through:

- an **individual (non-group)** policy, contract or plan.
- a **group** policy, contract or plan.

Date child(ren) was/were enrolled in private health insurance: (month/day/year) ____/____/____

Provided through: Employer Current Spouse Other: _____

Name of policyholder: _____
Policyholder Address: _____

Policyholder Phone No.: (____) _____
Name of policy, contract or plan: _____

Insurance Co. Name: _____
Insurance Co. Claims Address: _____

Insurance Co. Claims Phone No: (____) _____
Group Number: _____
Identification/Subscriber Number: _____

Section E

Accessibility of primary care service

My child(ren) has/have primary care services (health care/laboratory services customarily provided by a general practitioner, internal medicine, family medicine physician, or pediatrician) **accessible with this private health insurance:**

- within **30 miles** of the child(ren)'s home.
- because the child(ren) **live(s)** in a geographic area where the residents customarily travel farther than 30 miles for their child(ren)'s primary care services.
- because primary care services are **only accessible by public transportation.** (Primary care services are accessible by public transportation and the person responsible for taking the child(ren) for primary care service is dependent upon public transportation).

The cost for private health insurance benefits that cover me and/or my child(ren) or will cover us when I am eligible is: (Do not include the amount that an employer or other person/entity pays for health insurance.)

Single coverage	\$ _____ per month
Single coverage plus one	\$ _____ per month
Single coverage plus two	\$ _____ per month
Family coverage (unlimited dependents)	\$ _____ per month
Other (explain): _____	\$ _____ per month

I want to enroll/continue to have the child(ren) enrolled in the private health insurance plan in which I am currently enrolled/will become eligible to enroll in **even if the cost exceeds 5% of my TOTAL ANNUAL GROSS INCOME** (Health Insurance Maximum).

Number of Dependents currently enrolled or who will be enrolled when I become eligible: _____

Name of Dependent	Relationship to You
_____	_____
_____	_____
_____	_____
_____	_____

In addition to my premium for private health insurance I must pay the following:

Annual Deductible:	\$ _____	Office Visits:	\$ _____
Prescriptions:	\$ _____	Urgent Care:	\$ _____
Emergency Rm.:	\$ _____	Other:	\$ _____

Type of Coverage: PPO HMO Traditional (unrestricted providers) Other: _____

My private health insurance covers the following services:

- | | | |
|---|---|--|
| <input type="checkbox"/> Doctor's Office Visits | <input type="checkbox"/> Hospital Room & Board | <input type="checkbox"/> Home Health Care |
| <input type="checkbox"/> Emergency Care | <input type="checkbox"/> Mental Health In-patient | <input type="checkbox"/> Mental Health Out-patient |
| <input type="checkbox"/> Medical Supplies | <input type="checkbox"/> Substance Abuse Care | <input type="checkbox"/> Durable Medical Equipment |
| <input type="checkbox"/> Prescription Drugs | <input type="checkbox"/> Diagnostic Testing | <input type="checkbox"/> Laboratory |
| <input type="checkbox"/> Surgery | <input type="checkbox"/> 2 nd Surgical Opinion | <input type="checkbox"/> Skilled Nursing Home |
| | | <input type="checkbox"/> Other: _____ |

Attach a copy of all participant cards, prescription cards, and summary plan descriptions.

Section G

Certification

I, _____ (print name), certify that the information I have provided on this PRIVATE HEALTH INSURANCE QUESTIONNAIRE is true and accurate to the best of my knowledge.

Date Questionnaire completed (month/day/year) _____

Signature Mother Father _____

TUSCARAWAS COUNTY CSEA
154 2ND STREET NE
PHONE: 330-343-0099
FAX: 330-364-4854

DATE: NOVEMBER 13, 2013
APPLICATION NUMBER:

APPLICANT NAME
ADDRESS
ADDRESS

APPLICATION AND QUESTIONNAIRE FOR CHILD SUPPORT SERVICES

The Child Support program aims to provide services to help families by promoting family self-sufficiency and child well-being. Services are available to either parent when one parent is living outside the home. Services are also available to caretakers of children. Services are available automatically for families receiving assistance under the Ohio Works First (OWF) program.

The child support enforcement agency (CSEA) can assist you with the following services:

1. Establishment of Paternity – Legally Identifying a Child's Father

The CSEA can assist in establishing paternity (legal fatherhood) if there has not been a final and enforceable determination of paternity for the child.

2. Establishment or Adjustment of Child Support and Medical Support Orders

The CSEA can assist in obtaining an order for child support and medical support. A support order establishes how much a parent should pay for child support. It also allocates the costs of providing for the health care of the child between the parents. The CSEA can assist in modifying a support order (review and adjustment) every 36 months or sooner if there is a qualifying change in circumstances.

3. Enforcement of Support Orders

The CSEA can assist in collecting and disbursing current and past due support, as well as enforcing medical support orders. The parent ordered to pay support (obligor), will be required to pay child support by income withholding. The CSEA will issue income withholding orders to collect support from the parent's wages and/or unearned income. Overdue support may also be collected from Federal or state income tax refunds and liens placed on property. In addition, when past-due support is owed, the following may occur:

- Unpaid child support may be reported automatically to credit reporting bureaus
- Driver's, professional, occupational and recreational licenses may be suspended if the obligated parent is not paying the required support
- The U.S. State Department will deny a passport to a parent who owes more than \$2,500 in back child support
- Funds may be seized from accounts in financial institutions
- Court actions, such as contempt, and possibly criminal actions may be taken against chronic delinquent parents

4. Location of Parents

The CSEA can use available information to locate parents and their income and assets. The applicant can request "Location Only Services," if the sole need is to find the whereabouts of the non-residential parent.

Child Support Services Requested:

All child support services available Location of non-residential parent only Other (please explain):

PLEASE READ BEFORE SIGNING RIGHTS AND RESPONSIBILITIES

Confidentiality of Case Material

You have the right to see the parts of your file at the CSEA about you and the actions taken for you by the agency. You cannot see some parts of your file that are protected by confidentiality laws, such as information obtained from the IRS. Information about you in the CSEA file is confidential. However certain portions of your file become public record when a court is notified about your case.

Hearing Rights

If you disagree with an action, lack of action or delay by the CSEA, you may request a state hearing.

OWF Participants

As a condition of eligibility to receive Ohio Works First (OWF) benefits, you give up the right to keep child and spousal support up to the amount of assistance you received. You must cooperate in establishing paternity for each child born, if you were not married to the father. You must assist the CSEA in getting support payments and any other payments. If you fail to cooperate without good cause (determined by the CSEA), you may be ineligible to receive OWF benefits.

While a family is receiving OWF, support collections are used to repay benefits. When a family leaves OWF, current support and family arrears are released to the family. Payments from the IRS are applied to repay OWF benefits before being applied to support payable to the household.

Medicaid Participants

While Medicaid benefits are received, medical support is paid to ODJFS to reimburse Medicaid benefits. If health insurance is available, that insurance will be used first for payment of medical bills. If you are eligible for Medicaid and are also covered by a health insurance plan, it is your responsibility to notify the provider of medical services that you have medical insurance coverage and Medicaid coverage for uninsured costs.

IV-E Foster Care Participants

If a child receives Title IV-E foster care benefits, the assignment includes current child support during the time the child is eligible for benefits and child support arrearages accruing before and during the time the child is eligible for benefits. Support received that does not exceed foster care maintenance payments is distributed to reimburse Title IV-E benefits. When IV-E foster care maintenance benefits stop, the assignment of support rights terminates, except for the amount of any unpaid support that accrued under that assignment.

Fees

There is an application fee of one dollar for applicants not receiving OWF or IV-E foster care benefits. Some counties waive this fee for the applicants.

Child Support Overpayments

An overpayment is child support that you are not entitled to keep because you have assigned your rights to support to ODJFS, the payment was made to you instead of ODJFS, or the payment was sent to you in error by ODJFS. You may be personally liable for returning any amounts paid in error, including amounts that must be returned because the IRS or ODT accepts an amended tax return or complaint from the non-obligated spouse. In tax refund situations you may be required to sign an affidavit attesting to the amount of support arrears.

The child support agency has provided sufficient information regarding the services available and my responsibilities.

I declare that I have examined this application and, to the best of my knowledge and belief, it is a true and correct statement of every material point.

I understand that the CSEA, its staff, and any of its contracted agencies, represent only the county and the State of Ohio, and do not represent me, either parent, the child(ren), or other custodian of the children.

I understand that within 20 days of receiving this completed and signed application and questionnaire, the CSEA will send a written notice informing me whether my application for Title IV-D child support services has been accepted.

Signature of Applicant: _____ **Date:** _____

Signature of Parent/Guardian if Applicant is a Minor : _____ **Print Name:** _____ **Date:** _____

Ohio Child Support Website and Customer Service Portal available at www.jfs.ohio.gov/ocs

If you are receiving a type of public assistance that requires cooperation with Child Support, you are required to complete and sign this questionnaire and to cooperate with the CSEA in establishing paternity or in establishing, modifying, or enforcing a support order. Unless the CSEA approves a good cause waiver of cooperation, failure to cooperate could result in delay, denial, and/or termination of your public assistance benefits.

INSTRUCTIONS

PLEASE COMPLETE EACH APPLICABLE FIELD CLEARLY, PROVIDING THE MOST INFORMATION YOU CAN, INCLUDING ANY PARTIAL INFORMATION. PLEASE SUPPLY COPIES OF ALL PERTINENT INFORMATION LISTED IN THE CHECKLIST ON THE LAST PAGE OF THE APPLICATION. SIGNATURES ARE REQUIRED ON PAGES 2 AND 5.

APPLICANT INFORMATION

LAST NAME		FIRST NAME		MIDDLE
MAIDEN OR OTHER		SSN		DOB
CURRENT MARITAL STATUS			NAME OF SPOUSE	
GENDER	RACE	DO YOU NEED AN INTERPRETER? <input type="checkbox"/> YES <input type="checkbox"/> NO LANGUAGE OR OTHER SERVICE REQUESTED:		
RESIDENTIAL ADDRESS-STREET		CITY	STATE	ZIP
MAILING ADDRESS-STREET		CITY	STATE	ZIP
HOME PHONE		WORK PHONE		
CELL PHONE Can you receive texts from the CSEA? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER PHONE		
EMAIL:				
EMPLOYER NAME AND ADDRESS			EMPLOYER PHONE	

CHILD 1 SERVICES REQUESTED FOR THIS CHILD : PATERNITY SUPPORT ESTABLISHMENT ENFORCEMENT
PLEASE MAKE COPIES AS NEEDED TO PROVIDE INFORMATION FOR ADDITIONAL CHILDREN

LAST NAME		FIRST NAME		MIDDLE	CITY & STATE OF BIRTH
SSN	DOB	WHERE WAS THE CHILD CONCEIVED (STATE)?	WHEN WAS CHILD CONCEIVED (MO/YR)?		
APPLICANT'S RELATIONSHIP TO CHILD 1: <input type="checkbox"/> MOTHER <input type="checkbox"/> FATHER <input type="checkbox"/> OTHER (Please specify)					GENDER: <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, WHAT IS THE FATHER'S NAME (LAST, FIRST)?			
WAS AN ACKNOWLEDGEMENT OF PATERNITY AFFIDAVIT SIGNED? <input type="checkbox"/> YES, <input type="checkbox"/> NO IF YES, WHERE AND WHEN:			NAME OF FATHER THAT SIGNED THE AFFIDAVIT (LAST, FIRST)?		
CHILD'S MOTHER'S NAME (LAST, FIRST)			CHILD'S FATHER/ALLEGED FATHER'S NAME (LAST, FIRST)		
COULD THERE BE MORE THAN ONE POSSIBLE ALLEGED FATHER? <input type="checkbox"/> YES <input type="checkbox"/> NO (Sex with anyone 2 months before or 2 months after becoming pregnant) If yes, please list the names here and complete an Other Parent Information Sheet for each named father.					
WAS THE MOTHER EVER MARRIED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS THE MOTHER MARRIED WHEN THE CHILD WAS BORN? <input type="checkbox"/> YES <input type="checkbox"/> NO			
HUSBAND'S NAME:		DATE OF MARRIAGE:	CITY, STATE:	DIVORCE DATE:	
HUSBAND'S NAME:		DATE OF MARRIAGE:	CITY, STATE:	DIVORCE DATE:	
IS THERE AN ORDER DETERMINING PATERNITY FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO		WHEN WAS THE ORDER FILED?	IN WHICH COUNTY, STATE?		
IS THERE A CHILD SUPPORT ORDER FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO		WHEN WAS THE ORDER FILED?	IN WHICH COUNTY, STATE?		
IS THERE ANY PENDING LEGAL ACTION INVOLVING THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO		MOST RECENT FILE DATE?	IN WHICH COUNTY, STATE?		

CHILD 2 SERVICES REQUESTED FOR THIS CHILD : PATERNITY SUPPORT ESTABLISHMENT ENFORCEMENT

LAST NAME		FIRST NAME		MIDDLE	CITY & STATE OF BIRTH
SSN	DOB	WHERE WAS THE CHILD CONCEIVED (STATE)?	WHEN WAS CHILD CONCEIVED (MO/YR)?		
APPLICANT'S RELATIONSHIP TO CHILD 2: <input type="checkbox"/> MOTHER <input type="checkbox"/> FATHER <input type="checkbox"/> OTHER (Please specify)					GENDER: <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, WHAT IS THE FATHER'S NAME (LAST, FIRST)?			
WAS AN ACKNOWLEDGEMENT OF PATERNITY AFFIDAVIT SIGNED? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHERE AND WHEN:			NAME OF FATHER THAT SIGNED THE AFFIDAVIT (LAST, FIRST)?		
CHILD'S MOTHER'S NAME (LAST, FIRST)			CHILD'S FATHER/ALLEGED FATHER'S NAME (LAST, FIRST)		
COULD THERE BE MORE THAN ONE POSSIBLE ALLEGED FATHER? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please list the names here and complete an Other Parent Information Sheet for each named father.					
WAS THE MOTHER EVER MARRIED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS THE MOTHER MARRIED WHEN THE CHILD WAS BORN? <input type="checkbox"/> YES <input type="checkbox"/> NO			
HUSBAND'S NAME:		DATE OF MARRIAGE:	CITY, STATE:	DIVORCE DATE:	
HUSBAND'S NAME:		DATE OF MARRIAGE:	CITY, STATE:	DIVORCE DATE:	
IS THERE AN ORDER DETERMINING PATERNITY FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO		WHEN WAS THE ORDER FILED?	IN WHICH COUNTY, STATE?		
IS THERE A CHILD SUPPORT ORDER FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO		WHEN WAS THE ORDER FILED?	IN WHICH COUNTY, STATE?		
IS THERE ANY PENDING LEGAL ACTION INVOLVING THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO		MOST RECENT FILE DATE?	IN WHICH COUNTY, STATE?		

INFORMATION ABOUT THE OTHER PARENT

THIS OTHER PARENT IS THE **MOTHER** **FATHER/ALLEGED FATHER OF** _____ **(LIST CHILD(REN))**
OTHER PARENT REFERS TO THE NON-APPLICANT PARENT OF THE CHILD(REN) **OR** IN THE CASE OF A CARETAKER APPLICANT, IT REFERS TO **BOTH** THE MOTHER AND FATHER OF THE CHILD(REN) AND AN INFORMATION SHEET FOR EACH PARENT IS NEEDED.
IF THERE ARE MORE THAN 2 OTHER PARENTS, PLEASE MAKE COPIES AS NEEDED TO PROVIDE INFORMATION FOR EACH ADDITIONAL OTHER PARENT.

IS THERE A HISTORY OF DOMESTIC VIOLENCE WITH THIS OTHER PARENT? YES NO
 IF YES, PROVIDE AVAILABLE DOCUMENTATION OR A STATEMENT EXPLAINING THE SITUATION.

APPLICANT'S RELATIONSHIP TO THIS OTHER PARENT: NEVER MARRIED MARRIED LEGALLY SEPARATED DIVORCED OTHER (note below)

LAST NAME	FIRST	MIDDLE	MAIDEN OR OTHER
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SSN	DOB/AGE (APPX)	PLACE OF BIRTH (CITY & STATE)
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GENDER	RACE	DOES OTHER PARENT NEED AN INTERPRETER? <input type="checkbox"/> YES <input type="checkbox"/> NO LANGUAGE OR OTHER SERVICE NEEDED:
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MAILING ADDRESS-STREET	CITY	STATE	ZIP
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RESIDENTIAL OR OTHER ADDRESS-STREET	CITY	STATE	ZIP
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HIS ADDRESS	HER ADDRESS
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FATHER'S PHONE	MOTHER'S PHONE
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INFORMATION ABOUT OTHER PARENT'S EMPLOYMENT

CURRENT EMPLOYER	ADDRESS-STREET	CITY	STATE	ZIP
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IF UNEMPLOYED, NAME LAST EMPLOYER	ADDRESS-STREET	CITY	STATE	ZIP
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OCCUPATION	UNION NAME	LOCAL NO.
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ADDITIONAL INFORMATION THAT COULD ASSIST IN LOCATION OF PARENT, INCOME AND ASSETS. INCLUDE NAMES AND CONTACT INFORMATION OF OTHER FAMILY MEMBERS AND FRIENDS. LIST TYPES AND LOCATION OF ANY PROPERTY OR ASSETS OWNED BY OTHER PARENT.

ADDITIONAL INFORMATION

Please provide any additional information here.

SIGNATURE AND DOCUMENTATION

SIGNATURE OF APPLICANT	PRINT NAME OF APPLICANT	DATE
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SIGNATURE OF PARENT/GUARDIAN IF APPLICANT IS A MINOR	PRINT NAME OF PARENT/GUARDIAN	DATE
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CHECKLIST OF INFORMATION TO SUBMIT

- Copy of Social Security Card for Each Child
- Copies of all Court Orders including Civil Protection Orders
- Copy of Marriage Certificate(s)
- Copy of birth certificate for each child, if child was born outside of the State of Ohio
- Copy of Out of State Support Payment Records
- Copy of Medical Insurance Cards

Ohio Child Support Website and Customer Service Portal available at www.jfs.ohio.gov/ocs

3. This matter was heard not less than 30 nor more than 90 days after the filing of the Petition.
4. The parties were married on _____, at _____ and the minor children born or adopted during this marriage and currently under the age of 19 are:

	date of birth _____
	date of birth _____
	date of birth _____
	date of birth _____
5. The wife is not pregnant.
6. The parties have voluntarily entered into and executed a Separation Agreement and Shared Parenting Plan (if applicable), which provides for the division of their property, payment of all debts, child related issues and spousal support, where applicable. The Separation Agreement and Shared Parenting Plan (if applicable) are incorporated herein.

Recommendations

1. A dissolution of marriage should granted upon the Petition of the parties, and the marital relationship between the parties should be terminated.
2. The Child Support and Health Care Determinations attached should be incorporated herein by reference.
3. The Separation Agreement and Shared Parenting Plan (if applicable) should be found to be fair and equitable and in the best interest of the minor child(ren) and should be approved and incorporated as part of this Decree of Dissolution.
4. The parties should fulfill each and every obligation imposed by the Separation Agreement and Shared Parenting Plan (if applicable).
5. All support under this Order should be withheld or deducted from the incomes or assets of the 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 should be forwarded to the Obligee in accordance with Chapters 3119., 3121., 3123., and 3125 of the Revised Code.

6. **Tax Exemptions**

Check **either** 1 or 2 below and complete:

1. Wife should be entitled to claim the following child(ren) as her dependents for income tax purposes: _____

2. Husband should be entitled to claim the following child(ren) as his dependents for income tax purposes: _____

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid substantially all of his/her support obligation for that year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

7. If the residential parent of the children, or either parent under the Shared Parenting Plan (if applicable), intends to move to a new residence, the residential parent should promptly file a Notice of Intent to Relocate with the Court. The notice must include the date of the intended move and the case number of this case. Upon receipt of the Notice, the Court will serve a copy of the Notice to the nonresidential parent. The Court, on its own motion or the motion of the nonresidential parent, may schedule a hearing with notice to both parties to determine whether it is in the best interest of the children to revise the visitation or parenting schedule for the children.

8. Both parties should be entitled to equal access to any record related to their children, except as provided in R.C. 3319.321(F) (children under care of domestic violence shelter).

9. Both parents should be entitled to equal access to any day-care center that is, or

in the future may be, attended by the children with whom visitation is granted, unless this Decree of Dissolution states otherwise. Neither parent should remove the children from the day care premises except during periods of time when that parent is entitled to do so under this Order or by written consent of the other parent.

10. Both parents should be entitled to equal access to any student activity that is related to their children, except as provided in R.C. 3319.321(F) (children under care of domestic violence shelter).

11. Spousal Support should be as indicated below:

Neither the wife nor the husband should pay spousal support now or in the future to the other.

_____ should pay spousal support to _____ in the amount of \$_____ per month, plus a 2% processing fee, payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372 effective _____, 20 _____, which should terminate upon the happening of the earliest of the following events:

- After a period of _____ months;
- Death of the spouse receiving or paying the spousal support;
- Cohabitation with another person by the spouse receiving support; (Cohabitation is living with another person in a marriage-type relationship).
- (Other): _____.

12. The Court should order that it:

- retains continuing jurisdiction to modify spousal support
- does not retain continuing jurisdiction to modify spousal support

13. The Court orders that:

- The wife's name is changed to her former name of _____.
- The wife's name is not changed.

14. Other Orders: _____
