



Child Support Arrears Credit Program - Participant Agreement

I. CLIENT INFORMATION AND OBLIGATIONS

(A) I, _____ (name), am the non-custodial parent and I have an account with the New York City Human Resources Administration, Office of Child Support Enforcement (“OCSE”). My account number is/are _____, _____, _____ . I am applying to participate in the Child Support Arrears Credit Program (ACP). This Agreement explains my responsibilities as a participant in this program. By signing this document, I agree to the responsibilities and the other requirements of this Agreement.

(B) My participation in this program is intended to help reduce—and possibly bring to zero—my New York City Department of Social Services (NYC DSS) permanently assigned arrears (the unpaid amount of child support debt I owe to the government while my children were receiving public assistance). This does not affect any child support that I owe to the custodial parent with whom the child resides or to other Social Services Departments outside of New York City.

(C) One of the following to sections applies to me. Either:

(a) I AM CURRENTLY PAYING AN ORDER OF SUPPORT.

In this case, after signing this Agreement, and on the due date of my next child support payment, participation in the program will start and will last for (1) one year. During the year of my participation, I agree to pay the amount of child support I owe each month for my account. Missing a payment may disqualify me from this program and any credits that I earned may be lost. I cannot reapply for this program once I have been disqualified.

Or:

(b) I AM ONLY PAYING CHILD SUPPORT ARREARS.

In this case, my participation in the program starts immediately after signing this Agreement, and lasts for (1) one year from the date of this Agreement. During the year of my participation, I agree to pay the amount of my last child support court order towards the arrears I owe for my account. Missing a payment may disqualify me from this program and any credits that I earned may be lost. I cannot re-apply for this program once I have been disqualified.



- (D) If I have multiple child support accounts, my participation in this program may apply to all of them. Each of my child support accounts that have arrears payable to NYC DSS is eligible to receive up to a \$5,000 arrears credit if I successfully complete the program for each case. OCSE will determine the adjustments made to the permanently assigned arrears owed to NYC DSS.
- (E) My participation in this program does not stop or prevent other enforcement actions (such as a tax refund offset) to collect arrears owed. Those payments received during the year of my participation will be considered when OCSE determines the amount of the adjustments made to the permanently assigned arrears owed to NYC DSS.

II. FINANCIAL INFORMATION

By signing this Agreement, I am saying that I currently do not have more than \$3,000 in the bank or own property (such as cars, jewelry, or real estate) worth \$5,000 or more. I am confirming that the statements made above regarding my financial history are correct to my knowledge and that I do not have these assets. If it comes to OCSE's attention that the information is incorrect or has changed without my informing the agency, the credits that I have earned will be lost and I will be disqualified from the program.

III. OTHER INFORMATION

Participants in this program cannot have a record of incarceration for crimes against a child and cannot have a documented history of domestic violence. By signing this Agreement, I am saying that I have not been incarcerated for crimes against a child and I do not have a documented history of domestic violence.

IV. COURT REFERRAL

If at any point I am required to appear in Family Court pursuant to a child support matter, I will be expected to comply. Failure to do so may place me at risk of being disqualified from the program. I will also lose any arrears credits that I have earned.

V. CLIENT OUTCOMES

As a result of my successful participation in this program, OCSE agrees to adjust the amount of child support arrears I permanently owe to NYC DSS twelve (12) months from the date of my first support payment occurring after the date I sign this Agreement. If I owe arrears only, OCSE agrees to adjust the amount of child support arrears I permanently owe to NYC DSS twelve (12) months from the date I sign this Agreement. If I have successfully completed the



twelve (12) months, with timely payments on each month, I will be automatically re-enrolled in the program for another year to further reduce the remaining arrears permanently owed to NYC DSS, up to three years, whichever comes first. To remain eligible and receive the credit, I must pay the amount of child support I owe for each full twelve (12)-consecutive month period in which I participate in the program, even if I earn enough credits in less than one year to reduce to zero the amount of child support I owe to NYC DSS. The credit I earn cannot be more than the amount of permanently assigned child support that I owe to NYC DSS. I will receive up to a \$5,000 arrears credit on each NYC DSS case at the conclusion of paying my current child support obligation(s) for twelve (12) consecutive months for each case.

VI. CLIENT ENDORSEMENT

I, _____ (name), hereby swear and/or affirm under penalties of perjury that the information that has been provided in this Participant Agreement for the Child Support Arrears Credit Program is true and correct. I willfully participate in the Arrears Credit Program and agree to the terms as stated. I understand that the Arrears Credit Program will begin on the date my first payment for support is due after I sign this Agreement. I agree to consistently pay my child support obligation(s) every month. I understand that if I do not comply with the terms of this Agreement, including all mandatory court obligations, I will be permanently disqualified from this program and will not be allowed to reapply. If I am disqualified from participation in this program, any arrears credits that I have earned will be lost and the full amount of child support I owe will be restored.

Noncustodial Parent signature

Date

Notary

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK.....)



Sworn to before me on thisday of, 20....,

Notary Public, State of New York State

Commission Expires: _____

To complete your application, mail the original signed and notarized version of this document, along with all of the necessary documentation, to:

NYS HRA/OCSE
PO Box 830
Attention: Arrears Cap Program
Canal Street Station
New York, NY 10013

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