



## Child Support Arrears Credit Program - Participant Agreement

### I. Client Information And Obligations

(A) I, \_\_\_\_\_, am the noncustodial parent and I have an account with the New York City Human Resources Administration, Office of Child Support Services (OCSS). My account number(s) is/are \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. I am applying to the Child Support Arrears Credit Program (ACP). This Agreement explains my duties as a participant in this program. By signing this document, I agree to all the terms and requirements in this Agreement.

(B) I am participating in this program to 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 cash assistance). I will still need to pay any child support that I owe to the custodial parent (who lives with the child) or to any other Social Services Departments outside of New York City.

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

Either:

**I. I am currently paying an order of support**

Participation in the program will start on the due date of my next child support payment and last for one year after signing this Agreement. During that year, I agree to pay the amount of child support I owe each month for my account. Missing a payment may remove me from this program and any credits that I earned towards my child support debt may be lost.

**OR**

**II. I am only paying child support debt**

Participation in this program starts once I sign this Agreement and lasts for one year from the date of this Agreement. During that year, I agree to pay the amount of my last child support court order towards the debt I owe for my account. If I miss a payment, I may be removed from this program and any credits that I earned towards my child support debt may be lost.

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(D) My involvement in this program may apply to all child support accounts that I have. Each of my child support accounts that have debt owed to NYC DSS, is eligible to receive up to a \$5,000 credit if I complete the program for each case. OCSS will decide the amount of the adjustment to be made to the permanently assigned debt owed to NYC DSS.

(E) My involvement in this program does not stop other enforcement actions (such as a tax refund offset). Payments received as a result of an enforcement action may reduce the amount of permanently assigned debt owed to the NYC DSS. The amount of credit received will be up to the amount of permanently assigned debt owed to NYC DSS or \$5,000, whichever is greater.

## **II. Financial Information**

By signing this Agreement, I am saying that the following statements about my financial history and assets are correct to the best of my knowledge:

- I currently do not have more than \$3,000 in the bank.
- I do not own property (such as cars, jewelry, or real estate) worth more than \$5,000.

## **III. Other Information**

Participants in this program cannot have gone to jail for crimes against a child. By signing this form, I state that I have not gone to jail for crimes against a child.

## **IV. Court Referral**

I understand that, if there is any time that I must appear in Family Court regarding a child support matter, I will do so. Failure to do so may place me at risk of being removed from the program. I will also lose any credits that I have earned.

## **V. Client Outcomes**

If I successfully participate in this program, OCSS agrees to lower the amount of child support debt I permanently owe to NYC DSS twelve (12) months from the date of my first support payment after signing this Agreement. If I owe debt only, OCSS agrees to lower the amount of child support debt 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 each month, I will be automatically enrolled in the program for another year to further reduce the remaining debt permanently owed to NYC DSS, up to three years, whichever comes first.

To remain eligible and receive the credit, I must pay the child support I owe for a twelve (12) consecutive month period while 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.)

I cannot earn more credit 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 after paying my current child support obligation(s) for twelve (12) consecutive months for each case.

## **VI. Client Endorsement**

I, \_\_\_\_\_, swear or affirm under penalty of perjury that the information I provided in this Participant Agreement for the Child Support Arrears Credit Program is true. I agree to enroll 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 pay my child support obligation(s) on time every month. I understand that if I do not follow the terms of this Agreement, including compliance with all court orders, I will be removed from this program. If I am removed from enrollment in this program, any arrears credits that I may have earned will be lost.

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Noncustodial Parent Signature

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Date

(Turn over)

## VII. Free Remote Notary Service

In light of the COVID -19 pandemic, Governor Cuomo has signed an executive order approving remote notary service in New York State during the pandemic.

Therefore, if you are not able to get notary service in person, OCSS will provide free remote notary service for clients.

To get free remote notary service for child support documents, you must have:

- A smart phone
- or -
- A computer with Internet
  - Your smart phone or computer must be able to scan or fax
- A valid photo ID

To request this service, email [dcse.cseweb@dfa.state.ny.us](mailto:dcse.cseweb@dfa.state.ny.us) with **REMOTE NOTARY** in the subject line of the email.

Please include:

- Your name
- Your child support case number
- Phone number where you can be reached

OCSS will contact you to schedule an appointment to notarize your documents during these hours:

- **10 am to noon** - Monday, Tuesday, Friday
  - or -
  - **2 pm to 4 pm** - Wednesday, Thursday
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### VIII. For Regular Notary Service, please use this form:

Notary

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK.....)

Sworn to before me on this .....day of ....., 20....,

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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 the necessary documentation, to:

NYC HRA/OCSS  
Attention: Arrears Credit Program  
PO Box 830  
Canal Street Station  
New York, NY 10013

**Do you have a medical or mental health condition or disability?** Does this condition make it hard for you to understand this notice or to do what this notice is asking? Does this condition make it hard for you to get other services at HRA? **We can help you.** Call us at **212-331-4640**. You can also ask for help when you visit an HRA office. You have a right to ask for this kind of help under the law.