

New York Case Identifier:

SCU County Name:

Custodial Parent:

Noncustodial Parent:

Participation Agreement for the Arrears Pilot Program

Eligibility for participation in, and receipt of the benefits of, the Arrears Pilot Program (“program”) as outlined in this agreement is contingent upon the following:

I, _____, the Support Obligor herein agree to, and fully understand, the following:

1. Participation will begin upon signing this agreement and will last until **December 31, 2016**. Eligibility for program benefits will be based upon payments made for current child support due between **January 1, 2016 and December 31, 2016**. The total current child support due for such period shall be adjusted to conform with any modifications to the payments ordered by the court or as a result of an administrative cost of living adjustment. In the event that the current child support order terminates during the period of the program, or if the child support obligation amount is reduced to zero, participation in the program shall end; however, eligibility for the reduction in arrears for the milestone period during which the order terminated or was reduced to zero will not be affected (for example, if my order terminates on May 5, 2016, I will be eligible for the milestone 2 reduction in arrears but I will no longer be eligible for milestone 3).
2. My participation in this program does not stop or prevent other enforcement actions (such as tax refund offset) to collect arrears owed.
3. I have not been incarcerated for crimes against a child or party to this order, nor do I have a history of family violence against any child.

I understand that if at any time during my participation in this program an incident of family violence occurs, the Support Collection Unit (SCU)

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reserves the right to terminate my participation in the program without further notice to me.

4. I will notify the _____ County SCU of all future changes to my home, mailing or work address until the obligation to pay support is terminated.
5. I understand that arrears reductions made as part of this program will only be made to arrears owed to the local social services district (“permanently-assigned arrears”). I understand that arrears owed to the custodial parent will not be impacted by my participation in this program.

The SCU herein agrees to the following when I reach each of the three (3) program milestones listed below:

1. **Milestone 1:** At the time of signing this Participation Agreement, the SCU will make a one-time reduction of arrears owed to the local social services district (SSD) by the lesser of \$250.00 or the total of the arrears owed to the SSD as of the date I sign this Participation Agreement.
2. **Milestone 2:** If I successfully make full payment of all current child support due on the account listed on page one between **January 1, 2016 and June 30, 2016**, the SCU will make a one-time reduction of arrears owed to the SSD by the lesser of \$2,000.00 or the total of the arrears owed to the SSD as of June 30, 2016. The termination of my current child support order or the reduction of my child support obligation amount to zero during this milestone period will not affect my eligibility for this one-time reduction of arrears, but my participation in the program will end and I will not be eligible for milestone 3.
3. **Milestone 3:** If I successfully make full payment of all current child support due on the account listed on page one between **July 1, 2016 and December 31, 2016**, the SCU will make a one-time reduction of arrears owed to the SSD by the lesser of \$2,750.00 or the total of arrears owed to the SSD as of December 31, 2016. The termination of my current child support order or the reduction of my child support obligation amount to zero during this milestone period will not affect my eligibility for this one-time reduction of arrears.

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The SCU further agrees that if, in addition to successfully reaching all three program milestones, I make payment(s) toward my arrears balance during the period of this program that are equal to the difference between the total of the arrears judgment(s) owed to the SSD as of January 1, 2017 and the total arrears reduction I receive for participating in this program, the SCU will forgive all interest due on the arrears judgments owed to the SSD.

This Participation Agreement has been read by each of the parties hereto and signed by each of them on the date indicated below.

I affirm that the information provided on the attached Financial Disclosure Affidavit is true and correct and represents all income, benefits, and assets held by me or due and owing to me. At the time of signing this Participation Agreement, I have no knowledge of any additional source(s) of income, benefits, or assets to which I am entitled.

I affirm under the penalty of perjury that the above information is true to the best of my knowledge, information and belief.

SCU Supervisor

Support Obligor

Sworn to before me this
day of

Sworn to before me this
day of

(Notary/Commissioner of Deeds)

(Notary/Commissioner of Deeds)