

APPLICATION FOR CHILD SUPPORT SERVICES

, MPI , hereby contract with the County Child Support Services (CSS) agency to provide appropriate child support services. This application constitutes the contract and its terms. I understand that the Child Support agency determines which services are necessary for me. If any application fee is required, no services will begin until the fee is paid.

Applicant's Rights and Responsibilities

I understand and agree that:

- ◆ Any payments sent to me in error are my responsibility to repay.
- ◆ The agency will collect any payments sent to me in error. The agency collects **10%** of current support due to me and **ALL** money paid toward arrears due to me, until it is paid.
- ◆ Child support payments will be deposited to an agency issued debit card or my personal bank account. I authorize CSS to contact the financial institution and make debit entries and adjustments for any credit entries made in error to my debit card or bank account. (There may be exceptions in select cases.)
- ◆ The agency may use an attorney to establish or enforce my child support order. **The attorney represents the interests of the agency and no attorney-client relationship exists between the attorney and me. The attorney cannot handle any other legal matter such as custody or visitation.**
- ◆ Either party has the right to request that the support order be reviewed for a possible adjustment every **three** years or an earlier date if there is a significant change in circumstances.

Annual \$25.00 Mandatory Fee for Services

Federal regulations at Section 454(6)(B)(ii) of the Deficit Reduction Act of 2005 and N.G.G.S. 110-130.1 require that an **annual fee of \$25.00** be assessed on each case of an individual who has never received public assistance funds for any child in the case and who receives \$500.00 in child support payments during each Federal Fiscal Year (October 1 - September 30). I understand that if this fee is assessed on my case, payment of the fee is automatically deducted from the next child support payment(s) owed to me.

Tax Refund Intercept

Federal law requires that the agency intercept tax refunds to pay off past due child support. **I understand and agree that:**

- ◆ If the noncustodial parent owes past due support that meets the rules for tax intercept, the agency notifies the Internal Revenue Service and the N.C. Department of Revenue to withhold up to that amount from the noncustodial parent's tax refund.
- ◆ Past due support owed to the State may be paid before I receive any past due support.
- ◆ A processing fee may be charged. The fee is deducted from the tax refund.

- ◆ If the refund is intercepted from a joint return, the agency must determine if I can receive any of the money. This process may take up to six months.
- ◆ The IRS may adjust the amount of the refund for up to six years. This may require that I return a portion of the refund previously sent to me.

Use of Social Security Number

Federal regulation at 42 USC 666 (a)(13) require the mandatory disclosure of your Social Security Number or the Security number(s) of the child(ren) in this case. The number will only be used for the purpose of establishing paternity and establishing, modifying, and enforcing the support obligation.

Use of Cell Phone Number and Email Address

- ◆ If a cell phone number is provided, I am giving the agency permission to call that number during business hours. I understand that I am responsible for any charges from my cell phone provider.
- ◆ If an email address is provided, I am giving permission to the agency to contact me through email

I have received Program information describing services, fees, rights and responsibilities, collection policies and distribution procedures. I am returning all completed supplemental information with this application.

Applicant Signature

Date