



The Commonwealth of Massachusetts
Department of Revenue
Child Support Enforcement Division

PAYMENT AGREEMENT

This PAYMENT AGREEMENT (hereinafter "Agreement") is entered into on _____ by the Child Support Enforcement Division of the Massachusetts Department of Revenue (hereinafter "DOR") and A (hereinafter "obligor").

The parties agree as follows:

1. The obligor is the noncustodial parent in the following cases in which DOR is currently providing child support enforcement services:

B

2. For the cases listed in paragraph 1, the obligor owes a total of \$ C in past-due child support, interest and penalty as of D. Some past-due support and interest may be owed to a custodial parent and some to the Commonwealth of Massachusetts if the custodial parent received public assistance benefits. All penalties are owed to the Commonwealth. This Agreement applies only to the cases listed above.
3. The obligor is also a veteran who has applied to the Massachusetts Department of Veterans' Services (hereinafter "DVS") for veterans' benefits under G.L. c. 115. DVS requires that veterans be in compliance with child support obligations as one condition of receipt of veterans' benefits. To meet this requirement, the obligor has agreed to enter into and comply with this Agreement.
4. The obligor agrees to pay \$ E per month from the veterans' benefits. The first such payment must be paid within thirty (30) days from the date this Agreement is signed. Thereafter, payments will be due each month on or before the last day of the month. The obligor will make such payments until the first to occur of the following:
 - a. The past-due support set forth in paragraph 2, plus any past-due support that accrues after the date of this Agreement, is paid in full and there is no longer any current support due; or
 - b. The obligor is no longer receiving veterans' benefits from DVS.
5. If the obligor has more than one child support case, the amount paid pursuant to paragraph 4 will be distributed according to DOR's distribution rules.
6. The obligor acknowledges that DOR will notify DVS that the obligor has entered into this Agreement and that veterans' benefits should no longer be denied for non-payment of child support. The obligor further acknowledges that DOR does not guarantee that DVS will approve the obligor's application for veterans' benefits. DVS may deny veterans' benefits for reasons unrelated to the failure to pay child support.

7. The obligor agrees to make the payments specified in paragraph 4 on time and in full. The obligor acknowledges that DOR will share information with DVS regarding the obligor's compliance with the terms of this Agreement and that DOR may notify DVS immediately of the obligor's failure to comply with the terms of this Agreement. "Failure to comply with the terms of this Agreement" is defined as failure to make one monthly payment. Failure to comply with the terms of this Agreement may, at the sole discretion of DOR, result in the termination of the obligor's participation in the program.

8. The obligor understands that even if the payments specified in paragraph 4 are made regularly and on time, DOR may use all means authorized by law to collect the past-due support, including, but not limited to, intercepting federal and state tax refunds, intercepting insurance settlements or pension benefits, seizing lottery winnings, and placing liens on real and personal property. Notwithstanding the foregoing, DOR agrees that while the obligor remains in compliance with the terms of this Agreement and receives veterans' benefits pursuant to G.L. c. 115,
 - a. DOR will exempt from bank levy the funds in one specified personal checking account or, if the obligor does not have a personal checking account, one specified savings account. The obligor must provide to DOR the name of the financial institution and the account number for the account; and
 - b. DOR will not suspend the obligor's professional, occupational or driver's license. If DOR has previously suspended the obligor's professional, occupation or driver's license, upon receipt of the first payment under this Agreement, DOR will notify the appropriate licensing agency that the license no longer should be suspended for failure to pay child support . Recreational licenses shall remain subject to suspension.

9. Upon the occurrence of either of the events stated in paragraph 4, this Agreement and the obligor's participation in the program will be terminated.

10. DOR may void this Agreement if DOR finds that the obligor has acted with intent to defraud or has intentionally concealed assets or financial history from DOR, including, but not limited to, placement of assets beyond the reach of DOR or the failure to disclose information relating to assets which obscures the existence of such assets, whether accompanied by act, misrepresentation, silence or suppression of truth.

Signed this _____ day of _____, _____.

Obligor

DOR Representative

Instructions for Completing Payment Agreement

Field A: Enter noncustodial parent's name.

Field B: Enter case numbers and custodial parents' names for all of noncustodial parent's cases.

Field C: Enter roll-up amount of arrears + interest + penalty in all of noncustodial parent's cases.

Field D: Enter last day of previous month (*e.g.*, if today is June 4, 2010, enter May 31, 2010).

Field E: Enter amount that is 10% of noncustodial parent's monthly veterans' benefit, as provided by DVS (*e.g.*, if DVS indicates that the noncustodial parent would be eligible for a monthly veterans' benefit of \$300, enter \$30 as the amount in this field).