

**CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES**

P.O. Box 419064, Rancho Cordova, CA 95741-9064



December 24, 2003

CSS LETTER: 03-27

ALL IV-D DIRECTORS  
ALL COUNTY ADMINISTRATIVE OFFICERS  
ALL BOARDS OF SUPERVISORS

SUBJECT: INTERIM COMPROMISE OF ARREARS PROGRAM – STATEWIDE  
IMPLEMENTATION

Assembly Bill 1752 (Chapter 225 of the Statutes of 2003), effective August 11, 2003, requires the Department of Child Support Services (DCSS) to establish an arrears collection enhancement process in which DCSS may accept offers in compromise of arrears and interest owed as reimbursement for public assistance. Family Code Section 17560 sets forth the requirements of the offers in compromise program.

DCSS is currently developing the Compromise of Arrears Program (COAP) which will be implemented as a pilot in early 2004 in five local child support agencies (LCSAs) -- Amador, San Diego, Santa Cruz/San Benito, Solano and Sonoma -- and statewide two months later. The limited pilot is intended to assist in refining the COAP process based on experiences in the pilot LCSAs.

As a result of the extensive activity that DCSS and the pilot LCSAs have undertaken to develop COAP, DCSS determined that a version of COAP could be implemented ahead of schedule in limited cases. Until COAP is implemented, DCSS has developed the Interim Compromise of Arrears Program (I-COAP) that will allow a compromise of arrears in exchange for a single, lump sum payment in cases involving arrears only. This will allow DCSS to continue development of the COAP System while at the same time allowing individuals who meet the I-COAP criteria to qualify for a compromise now. Upon implementation of COAP, the COAP System will be able to track cases that owe current support, and will permit the participation of obligors who cannot pay the compromise in a lump sum, but require a repayment plan. This phase-in of compromise cases through the use of I-COAP should also prove beneficial to the LCSAs by allowing the processing of a subset of cases immediately.

Reason for this Transmittal

- State Law or Regulation Change
- Federal Law or Regulation Change
- Court Order or Settlement Change
- Clarification requested by One or More Counties
- Initiated by DCSS

I-COAP is effective on January 5, 2004, and terminates in each pilot LCSA when COAP becomes effective in the pilots, and terminates statewide upon the statewide implementation of COAP. In other words, while the pilot LCSAs are conducting COAP, the remaining LCSAs will continue to offer I-COAP until statewide implementation.

All compromises under I-COAP, including compromises for less than \$5,000, must be approved by DCSS. This letter transmits the instructions for I-COAP, the forms necessary for the program, and the Excel I-COAP System that assists LCSAs in computing the accurate compromise.

### **The I-COAP Process**

I-COAP only applies to cases with arrears only. Cases involving current support are excluded from I-COAP. In order to qualify for a compromise under I-COAP, the noncustodial parent (NCP) must be able to pay a lump sum, upon execution of the compromise agreement, which includes the required arrears repayment amount, and any arrears owed to the custodial parent (CP). Note that the arrears repayment amount under I-COAP could be different than the arrears repayment amount under COAP.

#### **1. Outreach to Targeted Noncustodial Parents**

Since I-COAP is a short-term program limited to only a subset of the obligors who could be eligible for participation in COAP, the LCSA shall not perform any broad based outreach prior to implementation of the full Compromise of Arrears Program. However, the LCSA may perform outreach to NCPs who are potential candidates for I-COAP. The LCSA may first wish to do outreach to NCPs who owe only permanently assigned arrears, before doing outreach to NCPs who also owe arrears to the CP. The LCSA shall not perform outreach to NCPs whom the LCSA knows are not eligible for I-COAP. The LCSA also shall not perform outreach to NCPs who have a Family Violence Indicator in their case on behalf of the CP.

#### **2. Receipt of Application**

The LCSA shall provide application forms, Application for Child Support Compromise of Arrears Program - Arrears Only Cases, DCSS form 0110, to targeted NCPs and to other NCPs who request applications. The form seeks verified information about the NCP's income and assets. If necessary, the LCSA shall assist NCPs with completion of the application form.

When the application is received, the LCSA shall review it for completeness and inclusion of all necessary supporting documentation. If the application is incomplete, the LCSA shall return it to the NCP with an explanation of what information is missing, using the Notice of Incomplete Information, DCSS form 0111. If the application is complete, the LCSA shall proceed to evaluate the application.

### **3. Alternative Procedure Determination**

The LCSA shall review each application to determine if I-COAP is the most appropriate approach for the recovery of support from the NCP. In some instances, I-COAP may not be the most appropriate program; other programs or procedures authorized and defined by statute or regulation may be more appropriate. For example, state law may dictate that a set aside of a presumed income order is appropriate under the circumstances, or that the obligor is entitled to a compromise of all arrears under Assembly Bill 1449 Compromise of Arrears - Family Reunification. Alternatively, a case may qualify for immediate closure if, for example, the NCP's income is from SSI/SSP and he or she has no other attachable income or assets. The LCSA must be cognizant of the remedies that may be appropriate in the case, and apply the appropriate one, even though the applicant did not apply for that particular remedy but instead applied for I-COAP. In such a case, the LCSA shall send the NCP a denial of eligibility, Notice of Denial of Request for Compromise of Arrears – Arrears Only Cases, DCSS form 0112, indicating under "other" that I-COAP was not the appropriate remedy, and how the LCSA will proceed with the case.

### **4. Eligibility Determination**

The LCSA shall determine the NCP's eligibility for I-COAP in accordance with the following eight specific eligibility criteria:

1. Minimum amount of permanently assigned arrears owed to the government of \$5,000.  
Determination: Review and verification of the arrears balance in the NCP's case.
2. No current support due.  
Determination: Review of case file.  
Note, the NCP may still be eligible for COAP (once implemented).
3. No conviction or contempt finding for failure to pay child support within three years prior to the date of application.  
Determination: Review of case file.
4. No intentional failure to pay child support in anticipation of I-COAP.  
Determination: Review of payment record in the NCP's case. If the NCP has significantly reduced child support payments since August 2003 without providing a reasonable explanation (e.g., lost employment), the LCSA shall determine that the NCP stopped paying support in anticipation of I-COAP and is ineligible for the program.

5. Only one child support case in California's child support program. This restriction does not include duplicate cases that should be transferred to the appropriate LCSA. If there is a duplicate case, the LCSAs shall work together to transfer the case as appropriate, and to mutually agree to the compromise if the transfer cannot be accomplished timely.  
Determination: Caseworker Query Tool.
6. No ability to pay all child support arrears and interest owed within five years.  
Determination: Review of arrears balance, income and assets through the I-COAP Worksheet.
7. Ability to pay those arrears owed to the CP that must be distributed prior to distribution of the arrears owed to the government and the Arrears Repayment Amount in a lump sum upon execution of the Agreement.  
Determination: Review of arrears balance, income, assets and offer in Application.  
Note, the NCP may still be eligible for COAP (once implemented).
8. No concealment of any income or assets and no intentional withholding or falsifying of financial information.  
Determination: Review of application, case file and verifying information.

If the NCP fails to meet any one of the above criteria, he or she is ineligible to participate in I-COAP. The LCSA shall notify the NCP that the application has been denied by sending the NCP a completed Notice of Denial of Request for Compromise of Arrears – Arrears Only Cases, DCSS form 0112. The LCSA shall record the reason for the denial of eligibility on the Eligibility Worksheet, DCSS form 0149, and forward the Application and the Eligibility Worksheet to DCSS by fax at (916) 464-2448 within 2 working days of the denial.

If the NCP is denied eligibility because of reasons 2 or 7, above, the NCP may still be eligible for COAP. Once COAP has been implemented in the LCSA, the LCSA shall notify NCPs denied for reasons 2 or 7 that they may qualify for COAP.

## **5. Arrears Balance Determination**

The LCSA shall determine the accurate outstanding arrears balances for the NCP. The arrears balances are categorized into permanently assigned arrears owed to the government and all other arrears. The LCSA must also determine the accurate Unreimbursed Assistance Pool (UAP) in order to ensure that only money owed to the government may be compromised. It is extremely important that arrearage balances and UAP balances be accurate since this forms the basis for I-COAP decision-making, and because once an Agreement is entered, the compromise amount will not be subject to change. The maximum amount that may be compromised is the permanently assigned arrears up to the amount of the UAP. Any other arrears may be owed to the CP and, therefore, may not be compromised as part of I-COAP.

## **6. Arrears Repayment Amount Calculation**

The LCSA shall calculate the Arrears Repayment Amount – the amount of support the NCP must pay in order to have the balance of the permanently assigned arrears (up to the amount of the UAP) compromised. Calculating the Arrears Repayment Amount requires calculation of three possible repayment amounts on the I-COAP System, the highest of which is the Arrears Repayment Amount.

The Arrears Repayment Amount is the highest of the following:

1. Offer Amount
2. Minimum Amount
3. Income/Asset Amount

Upon execution of the Compromise Agreement, the NCP must pay off in a lump sum the Arrears Repayment Amount, along with any arrears owed to the CP that must be paid before the arrears owed to the government can be paid.

The I-COAP System is a work book that includes several worksheets which address eligibility, income and asset valuation. Instructions for entering data into the I-COAP System are set out in the Instructions for Completing I-COAP Automated Worksheet, DCSS form 0152. Upon entering data into key fields on the worksheets, the I-COAP System will automatically fill in remaining fields and complete the Arrears Repayment Amount. Data entered into the I-COAP System must be verified, as appropriate.

### **6.1. Offer Amount**

The Offer Amount is the amount offered by the NCP in the Application for repayment of arrears.

### **6.2. Minimum Amount**

The Minimum Amount that may be compromised is ten percent of the arrears available for compromise, which is the lesser of the permanently assigned arrears and the UAP. The minimum amount is increased by ten percent if the NCP had the historical ability to pay child support and substantially failed to do so as set forth in section 6.4, below.

### **6.3. Income/Asset Amount**

The Income/Asset Amount is calculated by determining the amount of the NCP's income and assets that are available to repay arrears. This is done by first calculating the guideline support amount for the NCP for one child, using the NCP's actual income, deductions and hardships under the guideline, assuming there is no timeshare (H=0) and the CP has no income. No add-on child support is included in calculating guideline support.

Income should be the NCP's actual income unless the NCP is voluntarily unemployed or underemployed to avoid paying support. If the NCP is voluntarily reducing his or her

income in order to avoid paying support, the LCSA shall increase the parent's income to what that parent could reasonably be expected to earn. This ensures that parents are not rewarded with a compromise of arrears that they could otherwise pay but for their voluntary unemployment or underemployment to avoid paying support. This is a higher standard for imputing income than the standard used under the child support guideline.

The guideline result is then multiplied by 12 (representing 12 months in a year) and then multiplied by 5 (which represents the 5-year period of time used to determine the amount of support that could otherwise be collected toward repayment of the arrears obligation). The total is then divided by 1.131, which represents a reduction based on the present value of money over five years since the arrears must be repaid in a lump sum. The result is the income portion of the Income/Asset Amount.

The asset portion is calculated next. Assets include the following: homes and other real estate, vehicles, cash, stocks, bonds, mutual funds, secured notes, other personal property valued above \$2,500 per item, business interests and life insurance with cash surrender or loan value. Income producing business interests where the income is included in the income calculation above are excluded from assets.

For each asset, the LCSA shall determine the NCP's equity interest by first establishing the parent's interest in the asset and the fair market value of that interest. Any outstanding loans or encumbrances on that interest are then subtracted from its fair market value.

Some assets have additional exemptions to their value, necessary to help the NCP meet his or her living expenses. These exemptions are similar to the exemptions in bankruptcy and will be automatically subtracted from the NCP's interest in the asset by the I-COAP System. Exemption amounts are \$75,000 for a home in which the NCP resides and \$5,000 for one automobile.

The value of all of the NCP's assets are then added together. This total asset value is then reduced by 20 percent, the amount used by the Internal Revenue Service (IRS) to recognize the cost of sale of the asset should the NCP need to sell the asset to pay support. This is the asset portion of the Income/Asset Amount.

For example, if the NCP resides in a home worth \$150,000, with an outstanding loan of \$50,000, the NCP will have an asset value of \$20,000:

$$\begin{aligned} & \$150,000 \text{ value} - \$50,000 \text{ loan} = \$100,000 \text{ equity interest in home} \\ & \$100,000 - \$75,000 \text{ homeowners exemption} = \$25,000 \\ & \$25,000 - (20\% \times \$25,000) \text{ cost of sale} = \$20,000 \end{aligned}$$

The income portion and the asset portion are then added together to arrive at the Income/Asset Amount. If the NCP had the historical ability to pay child support, and substantially failed to do so as set forth in section 6.4, below, the Income/Asset Amount is increased by ten percent.

#### **6.4. Historical Ability to Pay**

For many NCPs, arrears accrued because they did not have the ability to comply with their support order. Their child support order did not represent what they could actually afford to pay. For example, the order may have been established by default using presumed income or not modified as circumstances changed, such as loss of employment or incarceration. Compromise may be particularly appropriate in these cases. However, other NCPs may have had the ability to pay their support and chose not to pay the support. In these cases, it is appropriate to increase the repayment amount to reflect the NCP's deliberate choice to avoid paying support.

The LCSA shall review the case file to determine if the NCP had the documented ability to pay during the time period of the order and substantially failed to comply. If the LCSA determines that the NCP had the ability to pay and substantially failed to do so, the Minimum Amount and the Income/Asset Amount, determined respectively under sections 6.2 and 6.3, above, are increased by 10 percent. This determination may not always involve a month-by-month determination of the order amount, the payment amount and the NCP's ability to pay during that period. Rather, it may involve an analysis of the NCP's overall ability to comply with the support order and whether he or she substantially complied in accordance with that ability.

#### **6.5 Notifying the NCP of Arrears Repayment Amount**

In order to ensure the NCP understands the full amount of the arrears he or she is being asked to pay to enter into the compromise, the LCSA shall immediately notify the NCP of the proposed Arrears Repayment Amount, along with any arrears owed to the CP that must be paid in a lump sum upon execution of the Compromise Agreement. This should occur prior to submission of the case for DCSS approval.

### **7. DCSS Approval of Compromise Agreement Terms**

Before entering into any Compromise Agreement, the LCSA must obtain approval from DCSS of the Arrears Repayment Amount in all cases under I-COAP. Each LCSA will be assigned a DCSS analyst to assist with the review process. The list of DCSS analysts and assigned LCSAs is attached. The LCSA shall seek approval by forwarding to DCSS by either secure fax or overnight mail delivery service the following information:

1. Completed application and supporting documentation, including any information verification performed by the LCSA;
2. UAP and arrears balances and supporting documentation;
3. Guideline calculation; and
4. Completed Worksheets from the I-COAP System.

The secure fax number is (916) 464-2448. Overnight mail deliveries shall be sent to:

Department of Child Support Services  
Collections Enhancement Branch  
Attn: Denise Cason  
11120 International Drive, MS #30  
Rancho Cordova, CA 95741-9064  
(916) 464-0418

Upon receipt of all necessary information, DCSS will review the proposed compromise and will approve or deny the compromise or approve a modified compromise. The approved Arrears Repayment Amount will be valid for 60 days from the date of approval by DCSS. The Arrears Repayment Amount remains valid even if the permanently assigned arrears increase as the result of interest charges.

Note: All compromise agreements must be forwarded to DCSS for approval regardless of the amount compromised.

#### **8. Execution of Agreement and Payment**

Upon receipt of approval from DCSS, the LCSA shall prepare the Agreement to Compromise Assigned Arrears, DCSS form 0139, and arrange for its execution. The Agreement shall include up-to-date arrears balances. At the signing of the Agreement, the NCP must pay the full Arrears Repayment Amount, along with any arrears owed to the CP that must be repaid before the government arrears can be paid. After receiving payment, the LCSA shall reduce both the arrears balances and the UAP by the amount paid and the amount compromised. If the payment is made by personal check, the LCSA shall wait until the check has cleared before reducing the UAP.

If the case is an interstate case, the LCSA shall also notify the responding state of the arrears reduction.

#### **9. Sending the Compromise Agreement to DCSS**

Within two working days of the funds clearing, the LCSA shall forward a copy of the executed Agreement to DCSS by fax or overnight mail as set forth in section 7, above. Timely receipt of all executed Agreements is necessary so DCSS can correctly track all support collected and compromised.

#### **10. Filing the Compromise Agreement with Court**

The LCSA shall file the original executed Agreement with the court with jurisdiction over the case, along with the Notice of Agreement to Compromise Assigned Arrears, DCSS form 0145.

#### **11. Case Closure**

If no further arrears are owed to the CP, the LCSA shall close the case. If additional arrears are owed to the CP, the LCSA shall continue to enforce the case.



## **12. Rescinding the Agreement**

If, after the NCP has executed a Compromise Agreement, the LCSA determines that the parent concealed, withheld or falsified information as described in section 4, item 8, above, the LCSA shall void the Agreement by providing written notification to the NCP, Notice of Cancelling of Agreement for Child Support Compromise of Arrears Program – Arrears Only Cases, DCSS form 0140. The LCSA shall reinstate all arrears and interest compromised under the Agreement, including interest on the arrears from the date of approval of the compromise, and increase the UAP by the amount previously compromised. The support paid shall be distributed, based on the date of receipt, according to normal distribution rules. The LCSA shall not refund the lump sum payment.

The LCSA shall immediately notify DCSS by fax of the rescission by forwarding a copy of the Notice of Rescission – Child Support Compromise of Arrears Program – Arrears Only Cases, DCSS form 0141, and the amount of arrears and interest reinstated. The LCSA shall also file the Notice of Rescission of Child Support Compromise of Arrears Program – Arrears Only Cases, DCSS form 0141, with the court.

I-COAP is an exciting new tool that will, for the first time, give LCSAs the opportunity to work with NCPs to correct what may have been past unfairness resulting from inaccuracy in the support obligation. I-COAP is also a unique performance enhancement tool which will generate revenue for the State from support that otherwise may never have been collected, and expedite the collection of support for nonwelfare custodial parents.

If you have any questions about I-COAP or COAP, please contact Michael Weinberg, Chief of the Collections Enhancement Branch at (916) 464-2627.

Sincerely,



DONNA S. HERSHKOWITZ  
Deputy Director  
Child Support Services Division

Attachments

# APPLICATION FOR CHILD SUPPORT COMPROMISE OF ARREARS PROGRAM - ARREARS ONLY CASES

DCSS 0110 (12/03)

**INSTRUCTIONS:** This Application must be completed to apply for a compromise (reduction) of child support arrears. The arrears must be paid with a single, lump sum payment. Please complete all four pages of this application, attaching additional pages if necessary.

**PART I: INFORMATION ABOUT THE NON-CUSTODIAL PARENT**

NAME OF NON-CUSTODIAL PARENT		DATE OF BIRTH	SOCIAL SECURITY NUMBER
ADDRESS			COUNTY WHERE YOU LIVE NOW
CITY	STATE	ZIP CODE	COUNTY WHERE YOUR CHILD SUPPORT CASE IS
HOME TELEPHONE NUMBER (    )	E-MAIL ADDRESS		LOCAL CHILD SUPPORT AGENCY (LCSA) NUMBER

**PART II: INFORMATION ABOUT OTHER CHILDREN**

**DO YOU HAVE ANY BIOLOGICAL CHILDREN OR LEGALLY ADOPTED DEPENDENTS LIVING IN YOUR HOME WHO YOU SUPPORT?**     YES     NO    IF "YES" PLEASE LIST BELOW:

NAME OF CHILD	DATE OF BIRTH
NAME OF CHILD	DATE OF BIRTH
NAME OF CHILD	DATE OF BIRTH
NAME OF CHILD	DATE OF BIRTH

**PART III: NON-CUSTODIAL PARENT'S INCOME AND EXPENSES**

**1. EMPLOYMENT** *Fill out the information below on your current job, or if you are unemployed, your most recent job.*

EMPLOYER'S NAME	EMPLOYER'S PHONE NUMBER	DATE JOB STARTED
EMPLOYER'S ADDRESS		ARE YOU CURRENTLY EMPLOYED WITH THIS EMPLOYER? <input type="checkbox"/> YES <input type="checkbox"/> NO
YOUR OCCUPATION		IF "NO" WHAT DATE DID YOU STOP WORKING FOR THIS EMPLOYER?

I work about \_\_\_\_\_ hours per week.

**PART III: NON-CUSTODIAL PARENT'S INCOME AND EXPENSES, Continued...**

**2. TAX INFORMATION**

What year did you last file taxes? \_\_\_\_\_ (Year)                      What state did you file tax returns in? \_\_\_\_\_

WHAT IS YOUR TAX STATUS? PLEASE MARK ONLY ONE BOX.

Single     Head of Household     Married filing separately     Married filing jointly with: \_\_\_\_\_  
NAME

**3. INCOME (Check all sources that you have received income from for the last 12 months)**

Average monthly  
(total last 12  
months divided  
by 12)

	Last month	
a. Salary or wages, including overtime (gross, before taxes) . . . . .	\$ _____	_____
b. Commissions or bonuses. . . . .	\$ _____	_____
c. Public assistance (for example, TANF, SSI, GA or GR) <input type="checkbox"/> currently receiving. . . . .	\$ _____	_____
d. Spousal support . . . . .	\$ _____	_____
e. Pension/retirement fund payments. . . . .	\$ _____	_____
f. Social security retirement (not SSI). . . . .	\$ _____	_____
g. Dividends or Interest Income . . . . .	\$ _____	_____
h. Trust Income. . . . .	\$ _____	_____
i. Disability <input type="checkbox"/> social security (not SSI) <input type="checkbox"/> state disability (SDI) <input type="checkbox"/> private insurance. \$ _____	\$ _____	_____
j. Unemployment compensation. . . . .	\$ _____	_____
k. Workers' compensation. . . . .	\$ _____	_____
l. Other (military basic allowance for quarters (BAQ), royalty payments, etc.) (specify): . . . . .	\$ _____	_____

**4. DEDUCTIONS**

Last month

a. Required union dues. . . . .	\$ _____	_____
b. Required retirement contributions (not Social Security, FICA, 401K or IRA). . . . .	\$ _____	_____
c. Medical, hospital, dental, and other health insurance premiums for me or my legal dependents. . . . .	\$ _____	_____
d. Child support I pay for other children who are not living in my house . . . . .	\$ _____	_____
e. Spousal support I pay by court order. . . . .	\$ _____	_____

**5. HARDSHIP**

I have the extra expenses identified below, which are justifiable expenses that have caused an extreme financial hardship for me.

	Amount paid per month	How many months will you need to make these payments
a. <input type="checkbox"/> Extraordinary health care expenses (specify and attach any supporting documents):	\$ _____	_____
b. <input type="checkbox"/> Uninsured catastrophic losses (specify and attach supporting documents):	\$ _____	_____
c. <input type="checkbox"/> Minimum basic living expenses of dependent minor children listed in Part II.	\$ _____	_____

**6. DESCRIBE WHY YOU WERE UNABLE TO PAY YOUR CHILD SUPPORT IN THE PAST. (Include any important dates in your description.)**

**PART IV: NON-CUSTODIAL PARENTS ASSETS (If you need more room you may attach extra pages)**

**1. DO YOU OWN A CAR, BOAT, MOTORCYCLE, TRAILER, ETC?**  YES  NO If YES, complete the following:

VEHICLE TYPE	VEHICLE #1	VEHICLE #2	VEHICLE #3	VEHICLE #4
MAKE				
MODEL / YEAR				
LICENSE NO./STATE				
VALUE OF VEHICLE	\$	\$	\$	\$
HOW MUCH DO YOU OWE FOR THE VEHICLE?	\$	\$	\$	\$

**2. DO YOU OWN ANY REAL ESTATE?**  YES  NO If YES, complete the following:

ARE YOU THE SOLE OWNER?	PROPERTY #1 <input type="checkbox"/> YES <input type="checkbox"/> NO	PROPERTY #2 <input type="checkbox"/> YES <input type="checkbox"/> NO
DO YOU SHARE OWNERSHIP WITH ANOTHER PERSON(S), COMPANY, OR BUSINESS?	<input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHAT % DO YOU OWN? _____ %	<input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHAT % DO YOU OWN? _____ %
HOW IS TITLE OF PROPERTY HELD?		
IS THIS WHERE YOU LIVE ALL THE TIME? (Your Primary Residence)	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS: (Street, Apt. or Unit No.) (City, State, Zip Code)		
TYPE (Residential, Commercial, etc.)		
DOES THIS PROPERTY PRODUCE INCOME FOR YOU?	<input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, HOW MUCH A MONTH? \$	<input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, HOW MUCH A MONTH? \$
VALUE OF PROPERTY	\$	\$
WHAT DO YOU OWE?	\$	\$

**3. DO YOU HAVE ANY BANK ACCOUNTS?**  YES  NO If YES, complete the following:

BANK/CREDIT UNION	BANK ACCOUNT #1	BANK ACCOUNT #2	BANK ACCOUNT #3	BANK ACCOUNT #4
BRANCH				
ADDRESS				
ACCOUNT NO.				
BALANCE	\$	\$	\$	\$
TYPE OF ACCOUNT	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS

**4. DO YOU HAVE ANY CASH, MUTUAL FUNDS, SECURED NOTES, STOCKS, OR BONDS?**  YES  NO If YES, complete the following:

LOCATION	FINANCIAL ASSET #1	FINANCIAL ASSET #2	FINANCIAL ASSET #3	FINANCIAL ASSET #4
TYPE				
VALUE OF ASSET	\$	\$	\$	\$

**5. DO YOU HAVE ANY LIFE INSURANCE POLICIES WITH A CASH SURRENDER OR LOAN VALUE?**  YES  NO If YES, complete the following:

LOCATION	LIFE INSURANCE POLICY #1	LIFE INSURANCE POLICY #2	LIFE INSURANCE POLICY #3	LIFE INSURANCE POLICY #4
TYPE				
CASH VALUE	\$	\$	\$	\$

**6. DOES ANYONE OWE YOU MONEY?**  YES  NO If YES, complete the following:

AMOUNT OWED TO YOU	Loan #1	Loan #2	Loan #3	Loan #4
HOW OFTEN DO YOU GET A PAYMENT Example: Weekly, Monthly, etc.				
HOW MUCH IS EACH PAYMENT?	\$	\$	\$	\$
WHEN WILL LOAN BE PAID OFF?				

**PART IV: LIST OF NON-CUSTODIAL PARENT'S ASSETS, Continued ...****7. ARE YOU INVOLVED IN ANY BUSINESS PARTNERSHIP OR OTHER BUSINESS INTEREST?** YES  NO If YES, complete the following:

DOES THIS PROVIDE AN INCOME FOR YOU?	BUSINESS INTEREST #1 <input type="checkbox"/> YES <input type="checkbox"/> NO	BUSINESS INTEREST #2 <input type="checkbox"/> YES <input type="checkbox"/> NO	BUSINESS INTEREST #3 <input type="checkbox"/> YES <input type="checkbox"/> NO	BUSINESS INTEREST #4 <input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, HOW MUCH MONEY DO YOU GET PER MONTH NOT ALREADY LISTED?	\$	\$	\$	\$
NAME OF BUSINESS				
VALUE OF BUSINESS	\$	\$	\$	\$
WHAT PERCENT OF THE BUSINESS DO YOU OWN?	%	%	%	%

**8. DO YOU HAVE ANY OTHER ASSETS NOT ASKED ABOUT ABOVE THAT ARE WORTH \$2,500 OR MORE?** YES  NO If YES, complete the following:

LOCATION	1	2	3	4
TYPE OF ASSET				
VALUE OF ASSET	\$	\$	\$	\$

**PART V: YOUR OFFER FOR A COMPROMISE OF ARREARS**

Please indicate the exact amount of your offer.

AMOUNT  
\$How will you get the money to assist you in payment of your compromise? Check the type of assistance you will be getting (it can be more than one).  GIFT  LOAN  OTHER (*Explain*) \_\_\_\_\_**PART VI: ATTACHMENTS REQUIRED****IMPORTANT!**You must attach copies of the items listed here to this application or the application will **not** be complete.

- Your Tax Returns for the last year
- Your Wage Stubs for the last 12 months
- Your Bank Statements for the last 12 months

**PART VII: REQUEST FOR COMPROMISE**

I am requesting a compromise of arrears for my case. I acknowledge and agree that if my compromise is approved, the compromise agreement may be revoked if I concealed, falsified, or misrepresented any information in this application.

**DECLARATION*****I declare under penalty of perjury under the laws of the State of California that the foregoing and the attached information are true and correct.***

Signature:

Date:

Print Name:

LCSA Case Number: \_\_\_\_\_

Non-Custodial  
Parent's Name: \_\_\_\_\_

Dear \_\_\_\_\_: Date: \_\_\_\_\_

**NOTIFICATION OF INCOMPLETE INFORMATION  
CHILD SUPPORT COMPROMISE OF ARREARS PROGRAM - ARREARS ONLY CASES**

REQUEST NUMBER: \_\_\_\_\_

Thank you for your interest in participating in the Child Support Compromise of Arrears Program - Arrears Only Cases. In order for us to continue reviewing your request for a compromise, we need the following information:

- The Application for Child Support Compromise of Arrears Program - Arrears Only Cases, Form DCSS 0110, must be completed and returned.
- The Application for Child Support Compromise of Arrears Program - Arrears Only Cases, Form DCSS 0110, must be signed.
- Lines \_\_\_\_\_ of the Application for Child Support Compromise of Arrears Program - Arrears Only Cases, Form DCSS 0110, must be fully completed.
- You did not provide the following supporting documents: \_\_\_\_\_  
\_\_\_\_\_
- Other: \_\_\_\_\_

It is important that the above mentioned items are completed, signed and returned so our office can consider your request for a compromise. **Please note, if the information we need is not received within 30 days from the date of this letter, your child support case will not be reviewed for a compromise.** If you have questions concerning the application process, please call the number below.

Sincerely,

LCSA Representative

LCSA Telephone Number:

LCSA Case Number: \_\_\_\_\_

Non-Custodial  
Parent's Name: \_\_\_\_\_

Dear \_\_\_\_\_ : Date: \_\_\_\_\_

**NOTICE OF DENIAL OF REQUEST FOR COMPROMISE OF ARREARS -  
ARREARS ONLY CASES**

REQUEST NUMBER: \_\_\_\_\_

Thank you for your interest in participating in the Child Support Compromise of Arrears Program - Arrears Only Cases. Your request has been denied for the following reason(s):

- The amount of applicable arrears owed to the government is less than \$5000.
- You are required to pay current child support (You may however, qualify for the new Compromise of Arrears Program, which will be released soon. Please contact your Local Child Support Agency for further details.)
- You had a conviction or contempt finding for not paying your child support within the last three years.
- You stopped paying your child support because you were hoping to participate in this program.
- You have more than one child support case in California's child support program.
- We have determined that you are able to pay your child support arrears within the next five years.
- You concealed income or assets or withheld financial information in your Application.
- You are unable to make the lump sum payment required by this program. (You may however, qualify for the new Compromise of Arrears Program, which will be released soon. Please contact your Local Child Support Agency for further details.)
- Other: \_\_\_\_\_

If you have questions concerning the denial of your request, please call the number below .

Sincerely,

LCSA Representative

LCSA Telephone Number:

# AGREEMENT TO COMPROMISE ASSIGNED ARREARS

DCSS 0139 (REV. 12/03)

This Agreement to Compromise Assigned Arrears (Agreement) is entered into between \_\_\_\_\_, the parent who is ordered to pay support (Noncustodial Parent), and \_\_\_\_\_ County Department of Child Support Services (LCSA), regarding LCSA case number \_\_\_\_\_.

## RIGHT TO AN ATTORNEY:

1. The Noncustodial Parent understands his/her right to be represented by an attorney, at his/her expense, in connection with this Agreement.

## TERMINATION OF COLLECTION EFFORTS:

2. The parties to this Agreement understand that this compromise of arrears will stop all collection efforts of the arrears to be compromised under this Agreement, except as set forth in section 9. Collection efforts on any other arrears will continue.

## CONSEQUENCES OF COMPROMISING ARREARS:

3. The parties to this Agreement understand that once this Agreement is executed and the Noncustodial Parent has fully paid the support required under section 8, below, the LCSA can never reinstate or seek payment of the support compromised, except as set forth in section 9.
4. The Noncustodial Parent has had sufficient time to read and think about this Agreement and to discuss it with any and all advisors, counselors, and/or attorneys of his/her choosing.
5. The LCSA has determined that this Compromise Agreement is in the best interest of the State of California and that the compromise amount equals or exceeds what the State of California can otherwise expect to collect.

## AMOUNT OF ARREARS OWED TO THE GOVERNMENT:

6. As of \_\_\_\_\_ (date calculated):

The Noncustodial Parent owes the following to the government:

TYPE	PRINCIPAL	INTEREST	TIME PERIOD
a. Child/Family/Medical Support	\$ _____	\$ _____	_____ To _____
b. Spousal Support	\$ _____	\$ _____	_____ To _____
c. <b>TOTAL</b>	\$ _____	\$ _____	_____ To _____

The Unreimbursed Assistance Pool is: \$ \_\_\_\_\_.

7. The parties agree that the amounts set forth in section 6, above will be considered a final determination of the amount of arrears owed to the government in this case, as of the date set forth in section 6.



# AGREEMENT TO COMPROMISE ASSIGNED ARREARS

DCSS 0139 (REV. 12/03)

## COMPROMISE OF ARREARS:

8. In consideration of payment on the date of execution of this Agreement by the Noncustodial Parent of \$ \_\_\_\_\_, the arrears owed to the government set forth in section 6, above, are deemed paid in full, except as set forth in section 9, below.

## CONDITIONS OF COMPROMISE:

9. If the Noncustodial Parent concealed from the LCSA any of his/her income, assets, or other property, or intentionally withheld, destroyed, mutilated, or falsified any information, document or record, or intentionally made any false statement to the LCSA relating to his/her financial condition, the Agreement shall be rescinded (revoked) and all arrears compromised under the Agreement shall be reinstated, along with interest back to the date of this Agreement. All money paid by the Noncustodial Parent under this Agreement shall be retained by the LCSA and credited against arrears owed by the Noncustodial Parent.
10. This Agreement does not modify or affect the duty of the Noncustodial Parent to pay current support which may accrue or any support arrears that may accumulate after the date set forth in section 6, above.
11. The Noncustodial Parent understands that the LCSA does not represent him/her in this matter. The NCP has not been given legal advice from the LCSA or any of its attorneys in regard to this Agreement.
12. This Agreement contains the entire understanding and agreement of the parties, and there has been no verbal or other written promises or conditions by anyone, except as stated in this Agreement.

NONCUSTODIAL PARENT'S SIGNATURE	DATE	LOCAL CHILD SUPPORT AGENCY REPRESENTATIVE'S SIGNATURE	DATE
NONCUSTODIAL PARENT'S PRINTED NAME	DATE	LOCAL CHILD SUPPORT AGENCY REPRESENTATIVE'S PRINTED NAME	DATE
ATTORNEY SIGNATURE	DATE	INTERPRETER'S SIGNATURE	DATE
ATTORNEY'S PRINTED NAME	DATE	INTERPRETER'S PRINTED NAME	DATE

LOCAL CHILD SUPPORT  
AGENCY (LCSA) CASE  
NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_

**NOTICE OF CANCELLING OF AGREEMENT FOR CHILD SUPPORT  
COMPROMISE OF ARREARS PROGRAM - ARREARS ONLY CASES**

This letter is being sent to tell you that we have cancelled (revoked) your agreement with the \_\_\_\_\_ County Department of Child Support Services because you purposely withheld, destroyed, mutilated, or falsified information, documents, or records, or purposely made false statements with respect to your Application for Child Support Compromise of Arrears Program - Arrears Only Cases.

**Since the Agreement To Compromise Assigned Arrears has been cancelled, any arrears compromised under the Agreement and any interest that would have accrued on those arrears, will be reinstated immediately.**

Local Child Support Agency Case Worker Name :  
Telephone Number:

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name and Address</i> ):  TELEPHONE NO.:	<b>FOR COURT USE ONLY</b>
ATTORNEY FOR ( <i>Name</i> ): <b>SUPERIOR COURT OF CALIFORNIA, COUNTY</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE BRANCH NAME	
PETITIONER/PLAINTIFF:  RESPONDENT/DEFENDANT:	
CASE NUMBER:	

<p><b>NOTICE OF RESCISSION</b></p> <p><b>CHILD SUPPORT COMPROMISE OF ARREARS PROGRAM - ARREARS ONLY CASES</b></p>
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In the above referenced case, the Compromise of Arrears Agreement between the noncustodial parent \_\_\_\_\_, and the \_\_\_\_\_ County Department of Child Support Services executed on \_\_\_\_\_ and filed with the court on \_\_\_\_\_ has been rescinded.

By

Enclosure:

CC:

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name and Address</i> ):	TELEPHONE NO.:	<b>FOR COURT USE ONLY</b>
ATTORNEY FOR ( <i>Name</i> ): <b>SUPERIOR COURT OF CALIFORNIA, COUNTY</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE BRANCH NAME		
PETITIONER/PLAINTIFF:  RESPONDENT/DEFENDANT:		

**NOTICE OF AGREEMENT TO COMPROMISE ASSIGNED ARREARS**

In the above referenced case, the noncustodial parent, \_\_\_\_\_, and the \_\_\_\_\_ Department of Child Support Services have agreed to a compromise of arrears as set forth in the attached Agreement to Compromise Assigned Arrears, executed on \_\_\_\_\_.

By

Enclosure:

CC:

## INSTRUCTIONS FOR COMPLETING I-COAP AUTOMATED WORKSHEETS

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The I-COAP automated workbook utilizes the Microsoft Excel program. The Excel workbook containing the automated I-COAP system has three separate worksheets:

- Eligibility Worksheet (DCSS 0149)
- Asset Worksheet (DCSS 0150)
- Calculation Worksheet (DCSS 0151)

Upon opening the workbook, the LCSA worker may access any of the three worksheets by left clicking with the computer's mouse on the appropriate tab at the bottom of the open worksheet. All three worksheets are protected allowing entries only in the shaded boxes. The non-shaded boxes will not allow the LCSA worker to enter data and will be automatically filled in by the system.

### Eligibility Worksheet (DCSS 0149)

- 1) The LCSA worker should first enter data in the shaded boxes labeled "Date", "LCSA Name", "Case Number", and "Non-Custodial Parent Name". The other worksheets will then automatically display this information.
- 2) The Eligibility Worksheet is comprised of nine statements, and corresponding "Yes" and "No" boxes.
- 3) The LCSA worker must answer all nine statements by inserting an "X" in the appropriate box.
  - a) Please note that the LCSA worker must use an "X" as the only entry. Inserting any other character or inserting an "X" and adding a space with the space bar will result in an error message.
    - i) For example, inserting two characters or a non-X character in the "Yes" box will result in the error message **"Invalid Entry In Yes Box"**. An invalid entry in the "No" box will result in a similar message.
    - ii) To remedy this error, highlight the cell and use the keyboard delete button to remove all entries in the "Yes" box.
  - b) An entry of X in both the "Yes" and "No" boxes will result in the error message **"X in both Yes and No boxes"**. To resolve this error message delete the incorrect entry.
- 4) A "No" answer to any of the nine statements indicates the applicant is ineligible for the I-COAP program. A "No" answer to any of the nine statements will result in the following:
  - a) A message **"Ineligible, Deny Application"**.
  - b) The number (1 through 9) of the question answered "No" will appear at the bottom of the worksheet.

- 5) All “Yes” answers indicates that the Non-Custodial Parent (NCP) has passed the eligibility criteria for the I-COAP and the LCSA worker should now complete the Asset Worksheet.

### **Asset Worksheet (DCSS 0150)**

- 1) The Asset Worksheet has six columns labeled A through F. The LCSA worker can enter numeric values in columns B through D.
- 2) The LCSA worker enters the fair market value of all of the NCP’s assets in column B.
- 3) The LCSA worker enters the debt owed (encumbrance) on the asset in column C. Please note that the values placed in column C must be a positive numeric value. A negative value will generate the following error message, “**Value in Column C cannot be a negative number.**”
- 4) The LCSA worker enters the percentage the NCP owns of the asset in column D.
- 5) The worksheet will automatically determine the value of all assets and will place that value in the Calculation Worksheet.

### **Calculation Worksheet (DCSS 0151)**

- 1) Arrears: Enter the date that the arrears owed was determined in the shaded area provided.
  - 1.a. Enter the amount of **permanently assigned arrears** owed. If the LCSA worker enters an amount of less than \$5000, the following error message automatically appears: “**Permanent Arrears Must Be \$5000 or More**”.
  - 1.b. Enter the amount of **conditionally assigned arrears** owed.
  - 1.c. Enter the amount of arrears owed to the Custodial Parent (CP) that have **never been assigned**.
  - 1.d. Enter the amount of arrears owed to the CP that are **unassigned pre-assistance**.
  - 1.e. Enter the amount of arrears owed to the CP that are **unassigned during assistance**.
  - 1.f. **Line 1.f.** is automatically calculated.
- 2) Enter the verified UAP balance. In addition, enter the date of the UAP determination in the shaded area provided.
- 3) **Line 3** is automatically calculated.
- 4) Enter the NCP’s gross monthly income. If the current gross monthly income does not reflect ability to pay, use the average 12-month income, or imputed income, as appropriate. If an alternative method was used to compute the monthly income, please explain the reason in the shaded area provided.
- 5) Enter the child support guideline amount calculated using one child, 0% visitation (H=0), \$0 income for the CP, and using all other guideline hardships and deductions as appropriate.
- 6) **Line 6** is automatically calculated.

- 7) **Line 7** is automatically calculated.
- 8) **Line 8** is automatically calculated.
- 9) **Line 9** is automatically calculated.
- 10) **Line 10** is automatically calculated.
- 11) Enter “yes” or “no” depending on whether the NCP had the historical ability to pay during the period the debt was incurred and substantially failed to do so. If answered yes, please explain why in the shaded area provided. A 10% differential is automatically added if the NCP had the ability to pay and substantially failed to do so.
- 12) **Line 12** is automatically calculated.
- 13) Enter the lump sum amount offered by the NCP in the application.
- 14) **Line 14** is automatically calculated.
- 15) **Line 15** is automatically calculated based on line 11.
- 16) **Line 16** is automatically calculated.
- 17) **Line 17** is automatically calculated. If the amount in line 17 is greater than or equal to the amount in line 3, the NCP is ineligible for the compromise because the NCP is able to pay all of their child support arrears owed to the government. Deny Application.
- 18) **Line 18** is automatically calculated.
- 19) **Line 19** is automatically calculated.

**INTERIM COMPROMISE OF ARREARS PROGRAM (I-COAP)  
ELIGIBILITY WORKSHEET**

<b>Date:</b>	
<b>LCSA Name:</b>	
<b>Case Number:</b>	
<b>Non-Custodial Parent Name:</b>	

**Please respond to the following statements (X in Yes or No Box):**

- |     |  |  |     |    |  |  |
|-----|--|--|-----|----|--|--|
| 1   | The amount of permanently assigned arrears is \$5000 or more.  | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 2   | No current support is due.   | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 3   | The NCP has not been convicted, or had a contempt finding, for failure to pay child support in a California court within three years of the date of the application.   | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 4   | The NCP did not intentionally fail to pay child support in anticipation of the compromise of arrears program.  | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 5   | The NCP is not the support obligor in more than one child support case in California's child support program.  | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 6   | The NCP does not have the ability to pay all of the child support arrears and interest owed within five years (Populed automatically by Calculation worksheet).  | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 7   | The NCP has the ability to pay the amount set forth in this worksheet, all conditionally assigned arrears, non-welfare arrears, and unassigned pre-assistance arrears in a lump sum at the time of execution of the I-COAP Agreement. (Note: Calculation Worksheet will provide the amount of the lump sum payment.) | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 8   | The NCP has not concealed any income or assets and has not intentionally withheld or falsified any information as part of this compromise process.   | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |
| 9   | Interim COAP is the most appropriate program for the NCP.  | <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table> | Yes | No |  |  |
| Yes | No   |  |     |    |  |  |
|     |  |  |     |    |  |  |

**(Note: Items 1 – 9 must all be Yes statements in order to approve the I-COAP application.)**

The I-COAP application is denied because the following numbered items are not true for this NCP:

\_\_\_\_\_



## INTERIM COMPROMISE OF ARREARS PROGRAM (I-COAP) AUTOMATED ASSET WORKSHEET

Local Child Support Agency:	<b>0</b>
Case Number:	<b>0</b>
Non-Custodial Parent Name:	<b>0</b>

Column A: Asset / Description	Column B: Fair Market Value	Column C: Debt Owed <small>(entry must be a positive number)</small>	Column D: NCP's Share of the Assets	Column E: Exemptions	Column F: Equity in NCP's Share <small>((B - C) * D) - E</small>
Vehicle #1			100%	\$5,000	\$0
All Other Vehicles			100%		\$0
House/Real Estate			100%	\$75,000	\$0
All Other Real Estate			100%		\$0
All Bank Accounts			100%		\$0
Cash, Mutual Funds, Secured Notes, Stocks, Bonds			100%		\$0
Life Insurance Policies (w/cash surrender value)			100%		\$0
Business Interests			100%		\$0
Other (more than \$2,500)			100%		\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>			<b>\$0</b>

## INTERIM COMPROMISE OF ARREARS PROGRAM (I-COAP) AUTOMATED WORKSHEET

<b>Local Child Support Agency</b>	<b>0</b>
<b>Case Number:</b>	<b>0</b>
<b>Non-Custodial Parent Name:</b>	<b>0</b>

<b>1</b> Arrears owed as of _____ <small>(Date)</small>		
a. Permanently assigned arrears	\$0	Permanen
b. Conditionally assigned arrears	\$0	
c. Never assigned	\$0	
d. Unassigned pre-assistance arrears	\$0	
e. Unassigned during assistance arrears	\$0	
f. Total arrears owed (a + b + c + d + e)	\$0	
<b>2</b> UAP balance as of _____ <small>(Date)</small>	\$0	
<b>3</b> Lower of permanently assigned arrears (#1a) and UAP (#2)	\$0	
<b>4</b> NCP's Gross Monthly Income <small>(Note: If the current gross monthly income does not reflect ability to pay, use the average 12 month income, or imputed income, as appropriate)</small>	\$0	
_____ <small>Explain if using other than actual gross monthly income.</small>		
<b>5</b> Child support guideline calculation result <small>(Note: # of children: 1; % of visitation: 0 CP income: \$0; add-ons: \$0; all hardships and other guideline deductions are available)</small>	\$0	
<b>6</b> Result of #5, above, x 12 x 5 <small>(Child support that would be paid over 5 years)</small>	\$0	
<b>7</b> Result of #6, above, divided by 1.131 <small>(present value of paying now instead of over 5 years)</small>	\$0	
<b>8</b> Total equity in NCP's share of assets <small>(From Asset Worksheet)</small>	\$0	
<b>9</b> Line #8 x 0.8 (amount of equity in assets available to pay support)	\$0	
<b>10</b> Line #7 + Line #9	\$0	
<b>11</b> Did the NCP have the ability to pay during the time the debt accrued, and substantially fail to do so? <small>(Value must be Yes or No)      →      <b>Value Must Be Yes or No</b></small>	\$0	
_____ <small>If yes, reason for determination</small>		
If yes: (Result of #10 x .10) + #10	\$0	
<b>12</b> Enter the higher of #10 or #11	\$0	
<b>13</b> Total Amount of Offer (to be paid in lump sum)	\$0	
<b>14</b> 10% of #3, above	\$0	
<b>15</b> Did the NCP have the ability to pay during the time the debt accrued, and substantially failed to do so? <small>(Value must be Yes or No)</small>	\$0	
If yes: (Result of #14 x .10) + #14	\$0	
_____ <small>If Yes, reason for determination .</small>		
<b>16</b> Enter the higher of #14 or #15	\$0	
<b>17</b> Enter the higher of #12, #13, or #16 <small>If the amount in line 17 is greater than or equal to the amount in line 3, the NCP is ineligible for the compromise because the NCP is able to pay all of their child support arrears owed to the government.</small>	\$0	
<b>NCP is Ineligible, deny application and answer Eligibility Worksheet, Question 6, 'No'</b>		
<b>18</b> The total that must be paid (#17 + 1b + 1c + 1d) <small>In order to qualify for the compromise, the NCP will be required to repay the amounts identified in #17 plus the arrears owed the CP identified in 1b, 1c and 1d.</small>	\$0	
<b>19</b> Amount compromised (#3 - #17). <small>(Note: Negative value will display as \$0)</small>	\$0	

<b>DCSS I - COAP</b>			
<b>Analyst Assignments by County</b>			
<b>County</b>	<b>Analyst</b>	<b>Phone</b>	<b>Email</b>
Alameda	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Alpine	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Amador	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Butte	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Calaveras	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Colusa	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Contra Costa	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
Del Norte	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
El Dorado	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Fresno	Christine Davis-Rutledge	(916) 464-1024	christine.davis-rutledge@dcss.ca.gov
Glenn	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Humboldt	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
Imperial	Julie McIntosh	(916) 464-0739	julie.mcintosh@dcss.ca.gov
Inyo	Christine Davis-Rutledge	(916) 464-1024	christine.davis-rutledge@dcss.ca.gov
Kern	Christine Davis-Rutledge	(916) 464-1024	christine.davis-rutledge@dcss.ca.gov
Kings	Christine Davis-Rutledge	(916) 464-1024	christine.davis-rutledge@dcss.ca.gov
Lake	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
Lassen	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Los Angeles	Bonnie Yamamoto	(916) 464-5228	bonnie.yamamoto@dcss.ca.gov
Los Angeles	Joyce Geerling	(916) 464-0743	joyce.geerling@dcss.ca.gov
Madera	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Marin	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
Mariposa	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Mendocino	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
Merced	Kate Santillan	(916) 464-0766	kathryn.santillan@dcss.ca.gov
Modoc	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Mono	Christine Davis-Rutledge	(916) 464-1024	christine.davis-rutledge@dcss.ca.gov
Monterey	Heather Honey	(916) 464-0738	heather.honey@dcss.ca.gov

Napa	Carrie Stone	(916) 464-0763	carrie.stone@dcss.ca.gov
Nevada	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Orange	Julie McIntosh	(916) 464-0739	julie.mcintosh@dcss.ca.gov
Placer	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Plumas	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
Riverside	Mary Ann Trahan	(916) 464-1023	maryann.trahan@dcss.ca.gov
Sacramento	Sharron Goldstein	(916) 464-0733	sharron.goldstein@dcss.ca.gov
San Benito	Heather Honey	(916) 464-0738	heather.honey@dcss.ca.gov
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