

APPENDIX "E"

ALTERNATIVE PAYMENT ARRANGEMENT

1. The parties have agreed to this alternative payment arrangement in substitution for mandatory income withholding. The definitions of the Income Withholding for Child Support Act shall apply.

2. Both parties have provided bank routing and account numbers for their respective bank accounts set forth below. Until the obligation for support terminates or until further order, each party shall maintain such account as open and in good standing with his or her financial institution and take all steps reasonably necessary to obtain execution of all financial institution participation required by this arrangement. Only financial institutions insured by the Federal Deposit Insurance Corporation and having electronic payment and receipt capability through the Federal Reserve or ACH shall be eligible for participation.

3. At least 72 hours prior to the date of each scheduled transfer, the obligor (paying party) shall assure that collected funds greater than the scheduled transfer and any other outstanding checks drawn upon or charges against the account are on deposit in such account.

4. The obligor's financial institution shall electronically transmit such collected funds in the amount of the required monthly support installment at such time as to be received by the obligee's (receiving party's) financial institution in funds immediately available for deposit to obligee's designated account, less any amount charged by the receiving financial institution for such transaction, as of the first day of the calendar month. If the first day of the calendar month falls on a banking nonbusiness day, the next banking business day shall substitute therefor. The obligor shall be responsible for any transaction charges imposed by the transmitting financial institution (which may be charged to the obligor's account) and such charges shall not reduce the amount transmitted.

5. Any participating financial institution shall have the right to withdraw from the arrangement at any time. Upon withdrawal by either institution, income withholding through the State Disbursement Unit shall be implemented until a substitute financial institution has been arranged and written notice provided to the court clerk. No liability shall arise against any participating financial institution as a result of this arrangement or participation in this arrangement. Liability of any participating financial institution shall be limited to the contractual liability of such institution to its own customer (obligor and transmitting bank; obligee and receiving bank).

6. The arrangement shall not become effective until written acceptance of such arrangement by both financial institutions is received and filed by the court clerk in this case.

7. Participation in this arrangement by a party shall constitute that party's authorization to his or her financial institution to provide account information regarding such payments or deposits to the court clerk, the other party or such party's counsel, and to the county attorney or other authorized attorney responsible for enforcement of the support obligation.

8. At least once each calendar year, by December 20 of such calendar year, the obligee shall file a written report with the court clerk, stating the amounts and dates of each payment received during that calendar year. The obligee shall provide an additional report regarding dates of payments received, supported by oath or affirmation if requested, upon request by any of the persons listed in paragraph 7 above or upon order of the court.

9. The financial institution information is:

	Financial Institution Name	Routing Number	Account Number
Obligor			
Obligee			