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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver  
Commissioner

Karen E. Hebert  
Director

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June 11, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic Stability, to enter into a Memorandum of Understanding with the New Hampshire Judicial Branch, through the Administrative Office of the Courts (VC#177872), Concord, New Hampshire, in the amount of \$7,713,648 for an Expedited Process Program, with the option to renew for up to five (5) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2030. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, 2028, 2029, and 2030, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-42-427010-79340000 Health and Social Services, Dept of Health and Human Svcs, HHS: Human Services, Child Support Services, Expedited IV-D Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	085-588510	Transfer to Other State Agency	42700037	\$1,285,608
2026	085-588510	Transfer to Other State Agency	42700037	\$1,285,608
2027	085-588510	Transfer to Other State Agency	42700037	\$1,285,608
2028	085-588510	Transfer to Other State Agency	42700037	\$1,285,608
2029	085-588510	Transfer to Other State Agency	42700037	\$1,285,608
2030	085-588510	Transfer to Other State Agency	42700037	\$1,285,608
			<b>Total</b>	<b>\$7,713,648</b>

### EXPLANATION

The purpose of this request is to enable the Department to enter into an Interagency Memorandum of Understanding with the New Hampshire Judicial Branch, through the Administrative Office of the Courts, for the continuation of the Expedited Process Program. Since 1987, the Department's Division of Economic Stability, Bureau of Child Support Services, and the Administrative Office of the Courts have had an agreement that allows federal reimbursement for the Administrative Office of the Courts through the Bureau of Child Support Services Expedited Process Program for the establishment and enforcement of child support orders. This Memorandum of Understanding continues this arrangement. The Expedited Process Program is administered in the Circuit Court by the Administrative Judge of the Circuit Court, which is the only public or private body authorized by law to perform the services outlined in the Interagency Memorandum of Understanding.

Recipients of public assistance are referred to the Department's child support program, as required under the Social Security Act, Title IV, Part D (IV-D). Federal authority, 45 CFR 303.101, requires that State IV-D child support agencies have in effect and use expedited processes to establish and enforce child support orders.

The Department must also accept applications for child support services from families who do not receive public assistance to assist in collection of child support.

The Bureau of Child Support Services will serve approximately 28,000 families each year from July 1, 2024 through June 30, 2030.

Pursuant to RSA 490-D and 490-F, child support referees are authorized to hear marital matters, paternity and support cases, and cases when one party resides in another state or country, as required by the Uniform Interstate Family Support Act.

The Administrative Office of the Courts will be reimbursed for a portion of the direct expenses of staff involved in child support activities, including child support referees, and a portion of the administrative expenses associated with these positions, as well as the administrative expenses that support the child support program.

The Department will monitor services by:

- The number of State petitioned child support cases that are completed through the courts within the six (6) month federal timeframe.
- The number of State petitioned child support cases that are completed through the courts within the twelve (12) month federal timeframe.
- The overall percentage of child support cases with support orders established that are at or above the standard federal threshold for performance.

As referenced in Section 5 of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

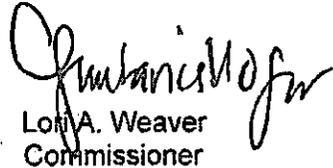
Should the Governor and Council not authorize this request, the State will be out of compliance with federal regulations that require the child support program to maintain an Expedited Process with the court. In addition, families will experience delays in establishing paternity through the judicial system, establishing and enforcing child support obligations, or collecting and distributing support payments to them, which may result in an increase in public assistance utilization.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.563, FAIN-2401NHCSSES.

The Department may request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,



Lori A. Weaver  
Commissioner

## **State of New Hampshire** **Interagency Memorandum of Understanding**

**Whereas**, the New Hampshire Department of Health and Human Services [DHHS] is a duly constituted agency or branch of government of the State of New Hampshire.

**Whereas**, the New Hampshire Judicial Branch [NHJB] is a duly constituted agency or branch of government of the State of New Hampshire.

**Whereas**, pursuant to 42 USC 666(a)(2) and 45 CFR 303.101(b)(2), **DHHS** is responsible for administering a statewide child support establishment and enforcement program under Title IV-D of the Social Security Act.

**Whereas**, **DHHS** desires to have in effect and use, in both interstate and intrastate cases, expedited processes to establish paternity and to establish, modify, and enforce child and medical support orders in accordance with 45 CFR 302.34.

**Whereas**, pursuant to RSA 490-F:2, **NHJB** Circuit Court Family Division (CCFD) is the court of statewide jurisdiction over marital and domestic relations cases. CCFD judges and hearings officers are assigned to one or more circuits or locations at the discretion of the Administrative Judge of the Circuit Court after considering population, judicial time and efficiency, available judicial resources, and the needs of the public.

**Whereas**, **DHHS** and **NHJB**, through the Administrative Office of the Courts, (the Parties) desire to benefit the public at large through the timely filing, hearing, and resolution of child support matters.

**NOW, THEREFORE**, the Parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State, and in furtherance of constitutional or statutory authority and objectives.

**1. DHHS agrees to:**

**A.** Pay **NHJB** the amount of \$7,713,648 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: 100% Child Support Enforcement, as awarded on September 30, 2023, by the Administration for Children and Families, ALN 93.563, FAIN 2401NHCSSES.

**B.** Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

**2. NHJB agrees to:**

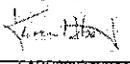
**A.** Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities

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Agency Responsibilities, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective July 1, 2024, upon Governor and Executive Council approval until June 30, 2030. The Parties may extend the Memorandum of Understanding for up to five (5) years upon satisfactory delivery of services, available funding, agreement of the Parties, and approval of the Governor and Executive Council.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both Parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. In connection with the performance of this Memorandum of Understanding the Parties shall comply with all applicable laws and regulations.
10. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
11. The Parties hereto do not intend to benefit any third Parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
12. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
13. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the Parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
14. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

**15. New Hampshire Department of Health and Human Services**

DocuSigned by: 	6/8/2024
Signature	Date

Division Director

Title

Karen Hebert

Print Name

**16. New Hampshire Judicial Branch**

DocuSigned by: 	6/7/2024
Signature	Date

Director

Title

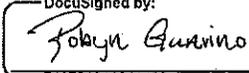
Dianne Martin

Print Name

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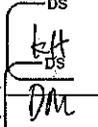


Approved by the New Hampshire Department of Justice for form, substance, and execution:

By:  On: 6/10/2024  
[Name of Assistant Attorney General] Robyn Guarino Date

Approved by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_  
Date

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**State of New Hampshire**  
**Interagency Memorandum of Understanding**  
**Exhibit A – State Agency Responsibilities**

**1. RESPONSIBILITIES OF DHHS**

1.1. DHHS agrees to:

- 1.1.1. Keep monthly logs by case name of each Social Security Act Title IV, Part D (IV-D) case that is scheduled and heard by the New Hampshire Circuit Court Family Division (CCFD). IV-D cases include:
  - 1.1.1.1. Establishment of paternity;
  - 1.1.1.2. Establishment of new and temporary orders for child and medical support;
  - 1.1.1.3. Establishment and enforcement of interstate and international cases under Uniform Interstate Family Support Act (UIFSA) or any other laws governing interstate and international child support cases;
  - 1.1.1.4. Enforcement of existing orders of support;
  - 1.1.1.5. Modifications of orders with respect to child and medical support; and
  - 1.1.1.6. Hearings on support violations and show cause hearings.
- 1.1.2. Monitor time frames for all IV-D cases to determine if these cases are being disposed of pursuant to federally mandated time frames established in 45 CFR 303.101(b)(2).
- 1.1.3. Provide the CCFD with written requests to schedule hearings for IV-D cases.
- 1.1.4. Notify the Administrative Judge of the Circuit Court or designee when any CCFD Court clerk fails on two (2) or more separate occasions to schedule a hearing in a timely manner in accordance with Paragraph 2.1.3.
- 1.1.5. Provide individual or group trainings on IV-D topics and issues covered by this Agreement to the staff of CCFD.
- 1.1.6. Provide qualified staff to develop, present, and facilitate the educational trainings with the goal of the development and maintenance of IV-D program knowledge.
- 1.1.7. Ensure trainings are available to the Circuit Court Administrative Judge, the Circuit Court Administrator(s), the CCFD Judges who hear IV-D cases, the child support referee(s), and all other appropriate Court staff.
- 1.1.8. Provide limited access to the New England Child Support Enforcement System (NECSES) for select employees of CCFD, ensuring employees take all necessary trainings for access to NECSES as required by DHHS and sign all required documents.

**2. RESPONSIBILITIES OF NHJB**

2.1. NHJB CCFD, as authorized by the Supreme Court, agrees to:

- 2.1.1. Promptly schedule to hear IV-D cases in CCFD Courts with jurisdiction over IV-D cases as requested by DHHS.
- 2.1.2. Collaborate with DHHS to coordinate regularly scheduled court days by use of block scheduling for the resolution of establishment, modification, and enforcement cases in

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order to achieve mutual efficiencies in the administration of IV-D cases.

- 2.1.3. Require that all CCFD Court Clerks mail to all Parties a notice of hearing within twenty-one (21) days of the receipt of a request by DHHS; the date of said hearing shall be within ninety (90) days of receipt of the request unless the docket will not permit such scheduling; but in any event shall ensure compliance pursuant to Paragraph 1.1.2.
  - 2.1.3.1. After notice is given pursuant to Paragraph 1.1.4., above, the Court shall have fourteen (14) days in which to take corrective action or to notify the Department why corrective action is inappropriate. Corrective action, in this instance, shall mean the mailing of a notice of hearing within fourteen (14) days.
- 2.1.4. Require child support referees and administrators to maintain a daily reporting log ("log"), attached hereto as Exhibit B-3, tracking the percentage of each day dedicated to IV-D activities, in order to monitor and manage the processing of IV-D cases and activities.
- 2.1.5. Require that the child support referees and administrators sign and submit the completed logs at the end of each month to the Administrative Judge of the Circuit Court or designee.
- 2.1.6. Require that the child support referees identify the case name and case number of each IV-D case heard daily and submit these case lists together with the logs monthly to the Administrative Judge of the Circuit Court or designee.
- 2.1.7. Require that the Administrative Judge of the Circuit Court or designee review the logs and case list for accuracy and forward them to NHJB's Administrative Office of the Courts (AOC) within one (1) week of receipt.
- 2.1.8. Take reasonable measures to ensure that the CCFD meets the federal time frames for expedited processes mandated by 45 CFR 303.101.
- 2.1.9. Require that all CCFD Court Clerks mail copies of the requested orders within fourteen (14) days of receipt of the request to ensure compliance with federal time frames mandated by 45 CFR 303.6.
- 2.1.10. Administer a two-week time study in three (3) separate locations during each state fiscal year of this Agreement, measuring and reporting the percentage of time clerical/support staff spends on IV-D activities. The two weeks shall be selected to best reflect the average workload. The percentage of time reported by clerical/support staff as spent on IV-D activities shall be adjusted annually based on the results of any time studies conducted in that year.
- 2.1.11. Maintain all NHJB records related to this Memorandum of Understanding for a period of seven (7) years.

2.2. NHJB AOC, as authorized by the Supreme Court, agrees to:

- 2.2.1. Review and track accuracy of all logs.
- 2.2.2. Submit a monthly summary report to DHHS, showing the total reimbursement due for each child support referee and administrator, along with copies of logs for use in authorizing reimbursement payments.
- 2.2.3. Submit monthly statements to DHHS reflecting salaries and benefits of clerical/support staff and costs for services and commodities.

### 3. ADDITIONAL TERMS FOR BOTH PARTIES

#### 3.1. Technology.

##### 3.1.1. Parties shall continue to explore:

- 3.1.1.1. NHJB providing access to the court's case management system, Odyssey, to select employees of DHHS.
- 3.1.1.2. NHJB providing access to its interior Wi-Fi signal at court locations where access to the internet via the guest Wi-Fi is unreliable.
- 3.1.1.3. Enhancements to an automated interface from NHJB to NECSES, electronic court filing, and any other improvements that will streamline and improve communication between the Parties. DHHS and NHJB will have periodic coordination regarding any and all Information Technology considerations from either party.
- 3.1.1.4. Alternatives to the time study requirement

#### 3.2. Guidelines Review.

- 3.2.1. Both Parties shall cooperate with data collection, identification of issues, and data presentation as needed during the review in accordance with requirements of RSA 458-C:6.

#### 3.3. Party Communication.

- 3.3.1. Both Parties shall make available, upon request, the case names and case numbers of all IV-D cases heard by child support referees to assist with tracking and monitoring cases.
- 3.3.2. DHHS and NHJB shall meet, either in person or virtually, to discuss any questions, comments, or concerns related to the terms of this Memorandum of Understanding. Either party may schedule a meeting to address issues that have arisen in the administration of this Agreement, with the overall goal being an efficient expedited process for the judicial resolution of IV-D cases. As such, the Parties agree to the meaningful participation of the appropriate staff in ad hoc meetings as required to resolve said issues. At a minimum there shall be:
  - 3.3.2.1. Local Liaison Meetings. DHHS field staff from each local District Office shall meet with Court staff from the CCFD facility or facilities that provides services to that District Office on a semi-annual schedule, or as may be otherwise necessary, to address issues that arise from the Court resolution of IV-D cases and any other identified actions that will improve efficiencies for the resolution of IV-D cases.
  - 3.3.2.2. Administrative Liaison. The Circuit Court Administrative Judge or designee(s) and an appropriate representative from the AOC shall meet on an annual basis with appropriate DHHS representatives to review and discuss administrative issues that have arisen within the IV-D process.
  - 3.3.2.3. The IV-D Program Development Workgroup ("Workgroup"). The parties shall participate in the Workgroup for the purpose of jointly fulfilling the goals of the AOC/BCSS Agreement, while ensuring IV-D compliance. The Workgroup shall, at a minimum be comprised of the following: the Circuit Court Administrative Judge, or designee, the Director of the AOC, or designee, the Director of BCSS administrative designee; and the Director of BCSS Child Support Legal Designee. It is not expected that the Workgroup

shall meet on a regular basis until such time as the Parties agree that meetings are necessary for the purpose of jointly fulfilling the goals of this MOU, while ensuring IV-D program compliance. Either party may schedule a meeting of this Workgroup. The Parties agree to the meaningful participation of appropriate staff in order to accomplish the tasks of the Workgroup.

3.4. Confidentiality

- 3.4.1. This Agreement does not authorize access to any records or documents by Court personnel or authorized DHHS employees other than what is already authorized by current job responsibilities, nor does it provide access to such records or documents by any other person(s). All information, records, and documents received relating to IV-D cases shall be safeguarded in accordance with relevant federal and state statutes and regulations, including 42 USC 654 and RSA 161-B:7, III, except as otherwise permissible under RSA 91-A or Court order.
- 3.4.2. Only authorized representative(s) of the United States Government, the State Office of Legislative Budget Assistant Audit Division, and authorized representatives of DHHS and Court personnel shall have the right to inspect and examine records or documents pursuant to this Agreement to the extent authorized by law and/or federal and state regulations. Any such authorized person(s) must provide reasonable notice and presentation of proper credentials or identification.

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**State of New Hampshire**  
**Interagency Memorandum of Understanding**  
**Exhibit B – Payment Terms**

1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to NHJB shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Memorandum of Understanding and shall be in accordance with the approved line item, as specified in Exhibit B-1, Projected Budget for SFYs 2025-2030.
3. Calculation of Payment.
  - 3.1. DHHS shall seek reimbursement from the federal Office of Child Support Services for a portion of the direct expenses of the child support referees and, in accordance with 45 CFR 304.21, for positions involved with the administration of IV-D activities, which includes the salaries and benefits for the positions, and a portion of the indirect expenses associated with these positions, which includes the salaries and benefits of clerical/support staff who do not work exclusively for the child support referees, as well as the services and commodities which support the program as follows:
    - 3.1.1. The amount of reimbursement for all direct expenses shall be calculated by multiplying the current Federal Financial Participation (FFP) rate by the percentage of time child support referees and administrators spend on IV-D activities, as reported on a monthly basis, by the total amount of direct expenses, as referred to in Exhibit B-1, attached hereto.
    - 3.1.2. The amount of reimbursement for the indirect expenses of clerical/support staff salaries and benefits shall be calculated by multiplying the current FFP rate by the percentage of time spent by Court personnel on IV-D activities by the total indirect expenses, as referred to in Exhibit B-1. For the purposes of this Agreement, the percentage of time spent on IV-D activities will be derived from the time study projects conducted at several courts.
    - 3.1.3. The amount of reimbursement for all indirect expenses of services and commodities shall be calculated by multiplying the total cost pool, as referred to in Exhibit B-1, attached hereto, by the ratio of referees to the total number of judicial officers, by the percentage of the master and referee time spent on IV-D cases, and by the current FFP rate, as referenced in Exhibit B-1.
4. NHJB shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. NHJB shall:
  - 4.1. Submit the invoice in a format provided by DHHS or that is otherwise acceptable to DHHS.
  - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.4. Ensure the invoice is completed, dated, and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.

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Department Initials

New Hampshire Judicial Branch

New Hampshire Judicial Branch Initials

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5. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to [bcss-invoices@dhhs.nh.gov](mailto:bcss-invoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager—BCSS  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

6. DHHS shall make payment to the NHJB within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the Memorandum of Understanding completion date.
8. Notwithstanding any provision of this Memorandum of Understanding to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that the source of funds are reduced or become unavailable.
9. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office. This may be done by written agreement of both Parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. Fiscal Responsibilities.

10.1. NHJB hereby agrees to reimburse DHHS for: (1) any payments withheld from DHHS; (2) adjustments made in funds otherwise due to DHHS; (3) fines imposed by the U.S. Department of Health and Human Services (HHS), due to any expenditures claimed by NHJB and paid pursuant to this Agreement that are later determined to be improper. The reimbursement shall only be required in situations where NHJB failed to comply with the terms of this Agreement. NHJB agrees to reimburse DHHS for any expenditures under this Agreement which are determined as a result of an audit of DHHS, HHS, or any authorized entity to be attributed to: (1) services to ineligible individuals; (2) ineligible services; (3) ineligible indirect costs; or (4) any other claims which are inconsistent with the provisions of this Agreement.

10.2. If DHHS and/or NHJB determine that any withholding, adjustment, or fine imposed by HHS due to alleged NHJB noncompliance is erroneous or improper for any reason, DHHS and NHJB shall evaluate the merits of an appeal and may pursue an appeal through appropriate avenues. DHHS and NHJB shall jointly decide whether to file, pursue, and/or continue any such appeal. Should there be disagreement on this issue, the New Hampshire Office of the Attorney General shall be consulted, and its determination shall be final and binding and shall not be subject to judicial review or administrative procedures. NHJB shall be responsible for all litigation costs incurred. NHJB shall return funds required to be returned under this section no later than thirty (30) days following DHHS's request for its return. However, if an appeal is requested within that thirty (30) day period, NHJB will not be responsible for returning funds until thirty (30) days after such appeal has been completed and denied, or not until a fiscal sanction has been imposed by HHS, whichever occurs first.

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IV-D Projected Budget for FY2025, FY2026, FY2027, FY2028, FY2029, and FY2030

Direct Expenses	Per Year	Estimated	FFP	Estimated Reimbursement per year
	Expenditures for FY25-FY30			
Marital Master	-	1.0%	0.66	-
Referees	188,563	35.0%	0.66	43,558
Administrators	140,622	4.0%	0.66	3,712
<b>Direct Total</b>	<b>329,186</b>			<b>47,271</b>
<b>Indirect Expenses</b>				
Clerical Staff	8,212,942	18.9%	0.66	1,027,141
<b>Services &amp; Commodities</b>				
Facilities	3,772,044			99,582
Postage, Printing & Supplies	580,942			15,337
Equipment Rental	751,645			19,843
Maintenance Contracts	173,590			4,583
Equipment Purchases	214,980			5,675
Telephone	769,779			20,322
Library	148,978			3,933
Travel	260,434			6,875
Sheriff Reimbursement	2,624,119			69,277
Interpreters	1,057,294			27,913
<b>Services &amp; Commodities Total</b>	<b>10,353,805</b>	<b>3.1%</b>	<b>0.66</b>	<b>211,196</b>
<b>Indirect Total</b>	<b>18,566,747</b>			<b>1,238,338</b>
<b>Total Actual Expenditures</b>	<b>18,895,932</b>			<b>1,285,608</b>

\* Note Marital Masters will be phased out and nothing calculated for Call Center

6 Yr Total 7,713,648

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### Time Study Methods and Procedures

Time Study methods and procedures for child support tasks are outlined below:

#### Staff Required to Participate in the Time Study

The identification of staff required to participate in the time study process and the tasks subject to time study examination reflect the full involvement of clerical support staff for referees who process the Statewide child support establishment and enforcement program under Title IV-D of the Social Security Act ("IV-D cases"). This includes clerical staff, case managers, and their direct supervisors who work on cases as well as supervise subordinates. Law clerks and the senior law clerk, who has the ultimate responsibility for management of the office, are not included in the study as it is prohibitive in terms of the time and effort required to capture useful data.

#### Time Study Reporting Period

Prior time studies provide a baseline of time spent processing IV-D cases over a two-week period in several courts for cost allocation purposes. Each year, the time study takes place over a two-week period.

#### Updating Prior Time Study "Unknown" Statuses

Prior time studies should be reviewed so that tasks noted with an unknown IV-D status may be researched and re-assigned as IV-D or non-IV-D. This will enable the Department to project the expected number of cases that will become IV-D, even if the status is entered into the system as "Unknown." In addition, a certain number of non-IV-D cases are expected to convert to IV-D cases. These cases must be reviewed to determine any change in IV-D status.

#### Time Study Reporting and the Time Log

The IV-D Time Study Log ("Time Log") gathers data for time study reporting. The Time Log is designed to identify how many minutes designated staff spend on a variety of tasks during a normal business day. These tasks are identified within the IV-D status columns: Yes, No, or Unknown.

#### Time Log Task Codes and Tasks

Task Code	Task
A	Enter Case
B	Order of Notice
C	Hearing Notices
D	Notice of Decision
E	Scheduling
F	Phone
G	Counter
H	Docketing and Correspondence
I	Closing
L	General Office/Staff Support
M	Pulling Mail/Dockets/Filing

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### Time Log Instructions

1. Time Logs must be completed and signed daily by staff members designated to do so. Time Logs must be collected daily and reviewed by the unit supervisor for completeness and accuracy.
2. Time Logs must be filed even if the designated staff member is absent from work for a partial or full day due to sick time, vacation leave, personal leave, or other authorized leave.
3. The Time Log must accurately represent the task during the specific review period. No attempt may be made to structure data to portray an individual's perception of the appropriate task code.
4. Completed Time Logs must be forwarded to the Administrative Office of the Courts weekly.

### Instructions for Time Log Completion

1. Daily tasks must be reduced to five (5) minute reporting periods; no period of time less than five (5) minutes may be entered. It is acceptable to lump several cases under one (1) five (5) minute time block when tasks take only a few seconds to complete.
2. Tasks do not have to be reported in the time sequence in which they were performed during the day. However, it is strongly recommended, given the number of cases processed daily, that staff complete logs, including the docket number of each case worked on, as the task is completed.
3. Tasks are listed for staff to categorize. In addition, staff must indicate: 1) if the task is IV-D related; 2) if the task is not (and is not likely to be) IV-D related; or 3) if it is unknown whether the task is IV-D related. Also, staff must indicate the status of each case in their caseload using the New Entry, In Process, or Brought Forward columns.
4. The Time Log assumes a seven and one-half (7.5) hour workday (four hundred and fifty [450] minutes), but tasks performed during overtime also must be reported. Authorized non-productive activities, such as lunchtime or administrative time that cannot be categorized, must be entered at the bottom of the Time Log in the "Lunch/Breaks" cell.

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**New Hampshire Judicial Branch**  
**IV-D Reporting Log – Name: \_\_\_\_\_**  
**Month/Year: \_\_\_\_\_**

Date	County	Case Name	Docket #	NECSES #	Time (In Minutes)	Rate / Minute	FFP	Reimbursement Amount (Min x Rate x FFP)
						\$ 1.01	0.66	\$ -
						1.01	0.66	-
						1.01	0.66	-
						1.01	0.66	-
						1.01	0.66	-
						1.01	0.66	-
						1.01	0.66	-
						1.01	0.66	-
						1.01	0.66	-
MONTHLY TOTALS								\$ -

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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