MMARS DOCUMENT NUMBER: ISADOR12010164TRC24A

COMMONWEALTH OF MASSACHUSETTS
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2024	RFR REFERENCE NUMBER ENTER RFR NUMBER: OR _X_ N/A.
MMARS ALPHA *BUYER/PARENT* DEPARTMENT CODE: DOR	MMARS ALPHA *SELLER/CHILD* DEPARTMENT CODE: TRC
BUSINESS MAILING ADDRESS: DEPARTMENT OF REVENUE 100 CAMBRIDGE STREET, 5TH FLOOR, PO BOX 9556 BOSTON, MA 02114-9556	BUSINESS MAILING ADDRESS: JOHN ADAMS COURTHOUSE, ONE PEMBERTON SQUARE MEZZANINE BOSTON, MA 02109
ISA MANAGER: KAREN MELKONIAN	ISA MANAGER: DIANE BESWICK
PHONE: (617) 626-4117 FAX: (617) 626-4119	PHONE: (617) 788-6600 FAX: (617) 788-8995
E-MAIL ADDRESS: MELKONIANK@DOR.STATE.MA.US	E-MAIL ADDRESS: DIANE.BESWICK@JUD.STATE.MA.US

Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)
_X_ New ISA. Current Maximum Obligation for total duration of ISA **$ 2,125,325** (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)
___ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)
___ Amend Budget/Accounts. Change Maximum Obligation from: $_____________ to New Maximum Obligation **$__________.** (Attachment B)
___ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)
___ Amend Dates of Performance. New Dates of Service: Start Date:____________ End Date:____________(Subject to execution dates below.)
___ Amend Scope of Services/Performance

BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: ISA between Department of Revenue Child Support Enforcement Division and the Executive Office of the Trial Court to establish procedures and define the respective duties and responsibilities of the parties for implementing an efficient program for securing financial support for minor children, and ensuring compliance with court orders for child support, including but not limited to establishing paternity and establishing, modifying, and enforcing child support orders in IV-D cases.

WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ **No** _X_ **Yes.** If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that cannot be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.

ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.
_X_ BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.
___ BGCS – subsidiarized (budgetary)
___ Other (CT, RPO as authorized by CTR): ______________________.
___ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.
___ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)

__ **ADD** __ **DELETE** _X_ **NO CHANGE**	Account:1201-0164	Fund: 0010	Major Program Code: N/A	Program Code: N/A
__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:
__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:
__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:

ISA ANTICIPATED START DATE: **July 1, 2023**, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.

TERMINATION DATE OF THIS ISA: This ISA shall terminate on **06/30/2024** unless terminated or properly amended in writing by the parties prior to this date.

BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEROF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, includng this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachnent A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.

BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: Timothy Rooney **DATE:** Jun 26, 2023 (Date must be handwritten by signatory at time of signature)	**SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:** **DATE:** 6/26/23 (Date must be handwritten by signatory at time of signature)
PRINT NAME: TIMOTHY ROONEY	PRINT NAME: THOMAS SIMARD
PRINT TITLE: CHIEF FINANCIAL OFFICER	PRINT TITLE: CHIEF FINANCIAL OFFICER

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (incuding payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin intial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

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ATTACHMENT B: FISCAL YEAR 2024 TRIAL COURT BUDGET

ATTACHMENT C: FEDERAL GRANT SELLER/CHILD ACCOUNT FORM (N/A)

ATTACHMENT D: CHILD SUPPORT INTAKE FORM & APPLICATION FOR FULL CHILD SUPPORT SERVICES

ATTACHMENT E: BLOCK TIME SUMMARY

ATTACHMENT E1: CASE CONFERENCING SCHEDULE

ATTACHMENT F: DOR (CSE) PERSONNEL AND OFFICES

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ATTACHMENT K: PROBATION DEPARTMENT OF THE PROBATE AND FAMILY COURT FINANCIAL DATA FORM

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FY2024 Trial Court ISA
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ATTACHMENT A: TERMS OF PERFORMANCE AND JUSTIFICATIONS

ATTACHMENT A

ATTACHMENT B

ATTACHMENT B - BUDGET

Check one: _X_ Initial ISA Budget

___ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: $________.

PRIOR MMARS DOCUMENT ID: ________________ (for reference - if applicable)

CURRENT DOC ID: ISADOR12010164TRC24A

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2024	1201-0164	AA	Salary	$ 2,074,500		$		$
2024	1201-0164	DD	Payroll Tax	$ 50,825		$		$
				$ 0		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$ 2,125,325		$		$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: 2024 SUBTOTAL *(or New Subtotal if Fiscal Year Subtotal being amended)*	$ 2125,325
FISCAL YEAR: ____ SUBTOTAL *(or New Subtotal if Fiscal Year Subtotal being amended)*	$ 0.00
FISCAL YEAR: ____ SUBTOTAL *(or New Subtotal if Fiscal Year Subtotal being amended)*	$ 0.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA *(or New Total Maximum Obligation if amended)*	$ 2,125,325

Additional Budget Specifications:

ATTACHMENT C

ATTACHMENT D

Frequently Asked Questions

Do I have to pay for DOR's services?

No. We do not charge an application fee.

Do DOR attorneys represent me?

No. DOR attorneys represent only DOR. They do not represent either parent. DOR is required to present all facts to the court regardless of which parent those facts may benefit. You may hire your own attorney to represent you. DOR will work cooperatively with your attorney; however, your attorney must keep us up to date on any actions taken on your case.

Will DOR help me with parenting time?

DOR does not provide services related to parenting time. If you need assistance with parenting time, you may contact your local Probate & Family Court for help.

Why do I need to give DOR my Social Security number?

Federal law requires you to give your Social Security number to DOR. DOR uses Social Security numbers to identify customers correctly and to locate parents for purposes of establishing paternity and establishing, modifying and enforcing child support obligations. The law that requires this is 42 USC Section 405(c)(2)(C).

How are child support payments distributed if a parent owes support to more than one family?

DOR must distribute support payments among all the families, with payments going first to current support and then to any past-due support.

If a parent pays less than the full amount of child support owed for all families, the amount collected is distributed in proportion to the amount of support owed to each family.

How are child support payments sent to me?

DOR sends support payments through direct deposit into your checking or savings account or via a debit card. We do not send checks by mail except on a very limited basis if certain hardship exemptions apply.

Disclosure of Information

We protect your personal information to the extent possible but we are required by state and federal law to share your information with:

- Other state agencies or entities for the purpose of enforcing child and medical support orders. For example, federal law requires DOR to provide a custodial parent's address to the other parent's employer so the employer can enroll the children in a health care plan.
- The court, on documents that may be reviewed by the other parent. A judge may remove a parent's address from court documents, but the county and state where each parent lives still appear.

Printed on Recycled Paper

Child Support Intake Form & Application for Full Child Support Services Part 1

Everyone with a child support order must complete the attached form.

This form is used in two ways.

1) **As an application** for a parent who wants to apply for DOR's full child support services.

2) **As an intake form** to collect information about child support orders for the Massachusetts case registry as required by law.

Instructions

- ✓ Complete the attached form.
- ✓ Check one of the boxes at the top of the form to indicate whether you want full child support services from DOR.
- ✓ Attach copies of required documents.
- ✓ Mail the form to: DOR/CSE, P.O. Box 7057, Boston, MA 02204-7057 or if you are completing the form in court, leave the form at the Register's Office of your local Probate and Family Court.
- ✓ If you are completing the form in court on the day your child support order is entered, make sure that the court gives a copy of the order to DOR.

Massachusetts Department of Revenue
Child Support Enforcement Division
Telephone: 800-332-2733
(617-660-1234 for local callers in the Boston area)
Fax: 617-887-7570
E-Mail: csegen@dor.state.ma.us

Visit our website for more information
www.mass.gov/cse

Who must complete this form?

- Everyone with a child support order even if you do not want to apply for DOR's full child support services; and
- Everyone who wants to apply for DOR's full child support services.

What child support enforcement services does DOR offer?

- **Locate** parents.
- **Establish paternity** for your child under 18 years of age, which may include arranging for DNA paternity tests.
- **Establish a child support and a medical support order** for your child.
- **Enforce child support and medical support orders** by identifying employers and issuing income withholding and medical support orders to them.
- **Collect and distribute payments** via direct deposit or debit card.
- **Monitor payments** for compliance.
- **Collect past-due child support** by taking actions which may include:
  - ⇒ Increasing the amount of income withholding by 25%.
  - ⇒ Seizing bank accounts.
  - ⇒ Intercepting state and federal tax refunds, insurance claims, workers' compensation, unemployment compensation or lottery winnings.
  - ⇒ Suspending driver's, business, trade, or professional licenses or motor vehicle registrations.
  - ⇒ Sending the case to the U.S. Department of State to deny issuance or renewal of a passport.
  - ⇒ Placing liens on real estate and personal property.
  - ⇒ Reporting the parent's debt to credit reporting agencies.
  - ⇒ Seeking civil contempt of court (the court may order participation in a seek work program or incarceration).
- **Assist you in asking the court to modify** the amount of your child support order (either upward or downward).
- **Work with child support agencies in other states**, if necessary.

State and federal law and DOR's policies and procedures govern all child support services we offer. DOR decides what services may be available and best suited to a case. In some situations, this may mean that we handle your case differently from what you would prefer. It is not possible for you to choose the actions we take on your case. Because our caseloads are high, there may be times when it may not be possible to devote as much individual attention to your case as you or DOR would like.

We are not successful when we do not have good location or asset information about parents or do not have copies of documents we need. Parents are often the best source of this information. If we do not get a copy of your child support order on the day it is entered, child support payments may be delayed.

Make sure we get a copy from you or the court.

If you DO want full child support services from DOR:

You MUST:

- Cooperate with us and provide the information necessary to process your case.
- Give us your name, Social Security number, residential and mailing addresses, home and cell phone numbers, driver's license number, employer's name, address, and phone number, e-mail address, and any other information we may need from you.
- Tell DOR if any of that information changes.
- Sign forms as necessary.
- Appear in court and for other appointments when necessary.
- Tell DOR **before** you enter into any agreement, waiver, stipulation or modification that would affect your child support order so we can give the court information about your child support case.
- Tell DOR if you get a new child support order or if your order changes.
- Review and verify the information on checks, statements, court orders, direct deposit and debit card information, and other documents DOR sends to you and notify DOR if you see an error.
- Return a payment to DOR if you received it in error.
- Give us copies of documents we may need to process your case such as birth and/or marriage certificates, court orders, and divorce orders.

You must NOT:

- Make payments directly to or accept payments directly from the other parent.

If you do NOT want full child support services from DOR and the court ordered payment by wage assignment:

DOR will ONLY:

- Send a bill to the employer and send payments from an employer to the parent to whom child support is owed.

DOR will NOT:

- Enforce the child support order if payments are not made.
- Keep track of the date the order ends.

You MUST:

- Tell DOR if there is a change to your name, Social Security number, residential or mailing address, home or cell phone numbers, driver's license number, or your employer's name, address or phone number.
- Contact DOR when your order ends.

If you do NOT want full child support services from DOR and the court did NOT order payment by wage assignment:

DOR will ONLY:

- Keep a record of your child support order as required by law.

DOR will NOT:

- Enforce the child support order if payments are not made.
- Collect your child support payments.

You MUST:

- Tell DOR if there is a change to your name, Social Security number, residential or mailing address, home or cell phone numbers, driver's license number, or your employer's name, address or phone number.

Commonwealth of Massachusetts
Department of Revenue
Child Support Enforcement Division (DOR)
Child Support Intake Form & Application for Full Child Support Services
Part 2 of 2

We encourage you to apply online on our website at www.mass.gov/cse

Do you want full child support enforcement services?

If **YES**:

- All child support payments must be paid to DOR from now on.
- **Do not make payments directly to or accept payments directly from the other parent**.
- Check a box below to tell us what services you are asking DOR to do:
  - ☐ Establish paternity and/or a child support order
  - ☐ Enforce an existing child support order
  - ☐ Locate the other parent

If **NO**, ***and*** support is to be paid by wage assignment:

- Fill out sections 1, 2, 3, 4 and 8 below.
- All child support paid by wage assignment must come through DOR.
- The only action DOR will take is to collect and send out child support payments received from an employer.
- You are responsible for telling DOR when your order ends.

If **NO**, ***and*** support is NOT to be paid by wage assignment:

- The parents must make their own payment arrangements.

Important! If you are submitting this form on the same day that you are in court getting a child support order, you must make sure the court gives us a copy of the court order.

Please print all responses.

Do you want full child support enforcement services? (Check one.) ◯ **Yes** ◯ **No**

SECTION 1 - INFORMATION ABOUT YOU

Your First Name

Your Middle Name

Your Last Name

Gender
☐ Male
☐ Female

Social Security Number
___ - ___ - ___

Driver's License #

State

Date of Birth (mm/dd/yyyy)
___ / ___ / ___

Place of Birth: City

Place of Birth: Country

Place of Birth: State

Home Address (Number & Street/Apt. Unit Number)

Home Address: City

State

Home Address: Zip Code

Home Address: Country

Mailing Address (Number & Street or P.O. Box) *if different from home address*

Mailing Address: City *if different*

State

Mailing Address: Zip Code

Mailing Address: Country

Home Phone Number	Cell Phone Number
___ - ___ - ___	___ - ___ - ___
Work Phone Number	Fax Number
___ - ___ - ___	___ - ___ - ___

Number to leave a message (select only one)
☐ home ☐ work ☐ cell

E-Mail Address

Preferred method of communication (check all that apply) ☐ mail ☐ phone ☐ text ☐ email

Employer Business Name (Main Office)

Employer Address (Number & Street)

P.O. Box #

Employer Address: City

State

Employer Zip Code

Employer Country

Employer Phone Number - -

Applicant's relationship to the children

Do the children live with you?

Yes No

What is the applicant's (your) relationship to the children?

Mother Father Guardian Other, explain:

If no, provide child's address:

Child Address: Number & Street

Child Address: City

State

Child Country

Safety Concerns

1. Does the other parent know that you are applying for child support services? Yes No
2. Do you have concerns that your request for child support services could create a safety risk? Yes No
3. Does the other parent know the home address that you provided for yourself on this application? Yes No
4. Has a court ordered that your address not be disclosed (Impounded)? Yes No
5. Do you have a restraining order against the other parent? Yes No

Call if you have safety concerns and then complete the appropriate circle below.

I called DOR/CSE and want them to start working on my case.

I did not call DOR/CSE but still want them to start working on my case.

6. Please provide any details that will explain your answers above.

SECTION 2 - OTHER PARENT INFORMATION

If there is more than one other parent, submit a 2nd application.

Other Parent First Name

Other Parent Middle Name

Other Parent Last Name

Gender
☐ Male
☐ Female

Maiden Name (if applicable)

Mother's Maiden Name

Social Security Number
- -

Driver's License #

State

Date of Birth (mm/dd/yyyy)
/ /

Place of Birth: City

Place of Birth: Country

Place of Birth: State

Home Address (Number & Street/Apt. Unit Number)

Home Address: City

State

Home Address: Zip Code

Home Address: Country

Home Phone Number	Cell Phone Number	Work Phone Number
- -	- -	- -

E-Mail Address

Last time you had contact with the other parent

☐ less than 30 days
☐ more than 30 days and less than 60 days
☐ more than 60 days and less than a year
☐ more than a year

Employer Name ○ Current ○ Last Known

Employer Address (Number & Street)

Employer Address: City

State

Employer Zip Code

Employer Country

Employer Phone Number:

- -

What type of work does the other parent usually do?

What is the other parent's relationship to the children? Mother Father Guardian

Other, explain:

SECTION 3 - CHILDREN INFORMATION

- List only the children you have with the other parent named in this application.
- If you have more than three children with the other parent named in this application, continue on the last page.

Child 1

Gender Male Female

First Name

Middle Name

Last Name

Date of Birth (mm/dd/yyyy)

/ /

Place of Birth: City

Social Security Number

- -

State

Place of Birth: Country

Is father listed on birth certificate? Yes No

If yes, name of father on birth certificate:

Child 2

Gender Male Female

First Name

Middle Name

Last Name

Date of Birth (mm/dd/yyyy)

/ /

Place of Birth: City

Social Security Number

- -

State

Place of Birth: Country

Is father listed on birth certificate? ☐ Yes ☐ No If yes, name of father on birth certificate:

Child 3 Gender ◯ Male ◯ Female

First Name

Middle Name

Last Name

Date of Birth (mm/dd/yyyy) / /

Place of Birth: City

Social Security Number - -

State Place of Birth: Country

Is father listed on birth certificate? ☐ Yes ☐ No If yes, name of father on birth certificate:

SECTION 4 - ORDER INFORMATION

Is there an order for child support? ◯ Yes ◯ No *If yes, complete the questions in this section.*

Name of parent to pay support - First Name

Name of parent to pay support - Middle Name

Name of parent to pay support - Last Name

Court Name

Court Address: City

State

Court Address: Country

Date of Most Recent Order: (mm/dd/yyyy) / /

Amount of Order: $

SECTION 5 - RELATIONSHIP OF PARENTS

Were the parents ever married? ◯ Yes ◯ No *If yes, complete the questions in this section.*

Date of Marriage (mm/dd/yyyy) / /

Place of Marriage

City

State

Country

Currently married but living apart: Yes No Date last lived together: (mm/dd/yyyy) / /

Location last lived together:

City State

Country

Was the mother ever married to someone other than the child's other parent? Yes No

If yes, complete questions below.

First Name Middle Name

Last Name

SECTION 6A - LEGAL REPRESENTATION

Do you have an attorney? Yes No

If you have an attorney, provide the information about your attorney below.

Attorney First Name Attorney Middle Name/Initial

Attorney Last Name P.O.Box

Attorney Street Address (Apt./Floor or Suite Number)

Attorney Address: City

State Attorney Address: Country Zip Code

SECTION 6B - AUTHORIZATION FOR RELEASE OF INFORMATION

Do you want to allow someone else to ask for and get information about your case? Yes No

I authorize the Department of Revenue to release and disclose information about my child support case or cases to the following person:

First Name Middle Name/Initial

Last Name

SECTION 6B - AUTHORIZATION FOR RELEASE OF INFORMATION

What is the relationship of this person to you?

Phone Number

- -

Street Address (Apt./Floor or Suite Number)

City

State

Zip Code

Country

SECTION 7 - ANY OTHER INFORMATION

Do you have any other information you would like to provide?
If yes, provide information below.

☐ Yes ☐ No

SECTION 8 - IMPORTANT INFORMATION ABOUT YOUR RIGHTS

By signing below, you state the following:

- I declare under the penalty of perjury that the information I provide on this form is true and complete to the best of my knowledge and belief.
- If I am requesting full services from DOR:

  - I have read Part 1 of the Child Support Intake Form and Application for Full Child Support Services and understand my responsibilities and agree to cooperate with DOR.

  - I understand that DOR will decide what services may be available and best suited to my case.
- I understand that by signing this form I am authorizing DOR to share with the person indicated, in Section 6B, any and all information about any and all of my child support cases that DOR would be able to share with me.

Your First Name

Your Middle Name

Your Last Name

Today's Date: (mm/dd/yyyy)

/ /

Your Signature ______________________________

ATTACHMENT E

MASSACHUSETTS DEPARTMENT OF REVENUE FY24

CHILD SUPPORT ENFORCEMENT DIVISION

BLOCK TIME Schedule,

Attachment E

As more eligible case are able to be resolved through the case conferencing process the Block Time schedule may be updated by mutual agreement of the parties

COURT		BLOCK TIME SCHEDULE	Number of slots/day	COMMENTS	MONTHLY TOTALS beginning Jan 2022, with update to FY22 Block time schedul
BARNSTABLE		3rd Thursday of each month	15		15
BERKSHIRE		3rd Tuesday every other month	15*	Average of 8/month	8
BRISTOL	Fall River Taunton New Bedford	1st Wednesday monthly	20	Location TBD, but will rotate	20
DUKES		4th Tuesday on a Quarterly basis	10	2.5/month rounded up to 3 (LB to follow up with First Justice)	3
ESSEX	Salem	3rd Thursday in odd months	20		20
	Lawrence	3rd Thursday in even months	20		
FRANKLIN		2nd Wednesday each Month*	10		10
HAMPDEN		Weekly every Thursday each Month	15		60
HAMPSHIRE		4th Tuesday each Month	10		10
MIDDLESEX**	Woburn Lowell Marlborough	2nd, 4th Tuesday each Month 1st, 3rd, 5th Tuesday each Month To be determined	15 15	**May reduce number of sessions Between 30 and 45	30 35
NANTUCKET		1st Thursday after second Tuesday on a quarterly basis	10	2.5/month rounded up to 3	3
NORFOLK		2nd Tuesday monthly	15		15
PLYMOUTH	Brockton Plymouth	3rd Thursday each month	15		15
SUFFOLK		2nd and 4th Thursday monthly	30		60
WORCESTER	Worcester	3rd Wednesday monthly	25		25
				TOTAL HEARING SLOTS	329

ATTACHMENT E1

Attachment E1

FY24 - Subject to Modification by Mutual Agreement of DOR and the Court

County	Monday	Tuesdays	Wednesday	Thursday	[redacted]	Maximum slots available	Comment
Bristol		35			[redacted]	35	
Essex		33			[redacted]	33	
Hampden (and West)			50		[redacted]	50	May increase from an average of 42 to 50 over time
Middlesex				28	[redacted]	28	
Norfolk	12				[redacted]	12	
Plymouth	12				[redacted]	12	
Suffolk	35				[redacted]	35	
Worcester				35	[redacted]	35	
Totals					[redacted]		
					[redacted]	240	
	59	68	50	63	[redacted]	240	

ATTACHMENT F

MASSACHUSETTS DEPARTMENT OF REVENUE
CHILD SUPPORT ENFORCEMENT DIVISION

PERSONNEL AND REGIONAL OFFICES

CSE CUSTOMER SERVICE BUREAU AND CENTRAL REGISTRY

P.O. BOX 7057
BOSTON, MA 02204
1-800-332-2733

24 HOUR TOLL FREE NUMBER 7 DAYS A WEEK FOR AUTOMATED VOICE RESPONSE SERVICE

CSB Telephone Associates are available from 8:30 A.M. until 4:30 P.M.

CSE HEADQUARTERS

Office of the Deputy Commissioner- Michele Cristello
P.O. Box 9561
Boston, MA 02114-9561

Chief Legal Counsel – Joshua Fishbein
(617) 626-2688

CSE CENTRAL REGION

-Serving Worcester County –
67 Millbrook Street, 3rd Floor
Worcester, MA 01606
*
Marykate McDonald, Regional Director
(508) 792-7300 ext. 22709
Kevin Sheehan, Regional Counsel
(508) 792-7300 ext. 22708

CSE METROPOLITAN BOSTON REGION

-Serving Suffolk County-
100 Cambridge Street
Boston, MA 02114
*
Peter Coulombe, Regional Director
(617) 626-4157
Tanya Fuller, Regional Counsel
(617) 626-2685

CSE NORTHERN REGION

-Serving Essex and Middlesex Counties-
100 Trade Center, Suite 760
Woburn, MA 01801
(781) 376-1000
*
Jason Cabrera, Regional Director
(781) 376-1000, ext. 61001
Janet Fennell, Regional Counsel
(781) 376-1000, ext. 61088
Lucia Miller, Regional Counsel
(781) 376-1000, ext. 61076

CSE SOUTHERN REGION

-Serving Barnstable, Bristol, Dukes, Nantucket, Norfolk and Plymouth Counties-
540 Myles Standish Blvd.
Taunton, MA 02780
and
Satellite Office
60 Perseverance Way
Hyannis, MA 02601-1890
*
Christopher Oliveira, Regional Director
(744) 299-6400 ext. 26450
Lisa Barr, Regional Counsel
(744) 299-6400 ext. 26518
Lestina Rucks, Regional Counsel
(744) 299-6400 ext. 26548

CSE WESTERN REGION

-Serving Berkshire, Franklin, Hampshire and Hampden Counties-
1 Federal Street
Building 103-2
Springfield, MA 01105-1121
and
Satellite Office
703 West Housatonic Street
Pittsfield, MA 01201
*
Martin Pappadellis, Regional Director
(413) 784-1025 ext. 21422
Sara McCollum, Regional Counsel
(413) 784-1025 ext. 21001

ATTACHMENT G

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
CHILD SUPPORT ENFORCEMENT DIVISION

Court Request for Information from the Federal Parent Locator Service

COURT INFORMATION			
Court Division:		Address:	
Contact Name:		Position:	
Contact Phone:		Email:	
Docket Number:			
Case Name/Caption:			
Purpose for Request *(check all that apply)*:	☐ To establish paternity ☐ To establish, modify, or enforce a child support order ☐ To make a custody determination ☐ To make a visitation determination ☐ Other *(specify)*:		

MINOR CHILD (SUBJECT OF THE COURT ACTION)			
Name:	*First*	*Middle*	*Last*
Address:			
Social Security Number:		Date of Birth:	

SUBJECT OF THE REQUEST FOR INFORMATION			
Name:	*First*	*Middle*	*Last*
Address *(if known)*:			
Social Security Number:		Date of Birth:	
Parents' Names:	*Mother:* *Father:*	Place of Birth:	
Subject's relationship to the minor child (check one):	☐ Custodial Parent ☐ Noncustodial Parent	☐ Non-parent Relative ☐ Minor Child	
If the subject is the custodial parent or noncustodial parent, provide the name of the other parent of the minor child:		*Other parent:*	
If the subject is the minor child or a non-parent relative, provide the name of both parents of the child:		*Child's Mother:* *Child's Father:*	

INFORMATION REQUESTED	
☐ Subject's address	☐ Wages/Income
☐ Subject's Social Security number	☐ Employment benefits (e.g. health care coverage)
☐ Employer name	☐ Assets/Debts
☐ Employer address	

By signing below, I hereby attest that this request is made to obtain information on, or to facilitate the discovery of, an individual for the purpose of establishing parentage or establishing, setting the amount of, modifying, or enforcing child support obligations, or determining custody or visitation, and that any information obtained through the Federal Parent Locator Service shall be used solely for these purposes and shall be otherwise treated as confidential.

____
Date

____
Signature

Printed Name:________________________

ATTACHMENT H

Seek work reporting instructions
(Standards information only – detailed technical instructions removed)

General info

- All seek work cases in a county will be in one Excel spreadsheet.

  The spreadsheet will have a "Main data" and an "Archive" tab – **enter all cases on the "Main data" tab only.**
  After getting your MRPA statistics and before saving the file to send, move all terminated cases to the "Archive" tab.

- Only one entry per defendant (or per child support case if the same defendant has multiple cases for which (s)he is referred for seek work).

  When you update the case status or other information for an existing defendant/case, overwrite and/or add information to the existing entry instead of making a new entry.

  Don't leave any empty lines between entries.

Filling in the fields

- For "Docket #", if there are multiple docket #s on the same case, enter the entire docket # for each and separate each docket # with a space.
- For "SSN", you only need to type the numbers, the dashes will auto fill.
- For "PO", enter the Probation Officer's initials. It's important to type the initials the same way for each entry with the same PO.
- For "Date Referred", enter the date the defendant was ordered into seek work.
- For "Case Status", enter the appropriate status code:

Code to enter	Meaning
N	New Referral
R	Reporting
FE	Found Employment
M	Monitoring
CONT	Contempt
CAP	Capias
T	Termination

  It's important to type the status codes the same way for each entry with the same status code.

The “Case Status” is the status of the case at the end of the reporting month, EXCEPT all cases ordered into seek work during the reporting month should have “N” as their case status until the next reporting month. It’s important to change the status to a different code the following month.

For example…A case ordered to seek work on January 14 will have “N” status code until February when it needs to be changed to a different appropriate status code, usually “R”.

A case for which a probation officer files a contempt on January 3, has a hearing on January 24 at which a capias issues, should have a “CAP” status code. If at the hearing the defendant who had found work but later stopped paying, is ordered back into reporting at the hearing, the case should have an “R” status code.

- For support order amount entries, just type in the numbers and skip the dollar sign.

- For “Old Weekly Order Amount”, enter the weekly amount of the base current child support order at the time the defendant was ordered into seek work.

For cases without a child support order when ordered into seek work, enter “0”, but most cases should be referred with at least a minimum support order.
Only enter the current support amount, don’t include any court ordered arrears obligation amount or acceleration toward arrears.
If it’s an arrears only case, enter the weekly court ordered payment amount.
If it’s a monthly order, divide the monthly order amount by 4.33 and enter that amount. For example, for an $80 per month order, enter “18.48”.

- For "New Wkly Order Amount", enter the weekly amount of the base current child support order after the defendant found employment and the court reviewed (and if appropriate, adjusted) the order amount.

  > If the court order remained the same, enter the same amount in this column.
  > If the court order changes again while the seek work case is still open, update the amount in this column accordingly.

- For "Date of New Order", enter the date the court first reviewed (and if appropriate, adjusted) the order amount after the defendant found employment.

  > This will be the "Found Employment" date and will be used to identify which cases found employment in a given month.
  >
  > It should only be updated if a defendant cycles through the process and restarts 90-day monitoring – i.e. finds employment, either loses his job or stops paying during 90 day monitoring, is brought before the court, the judge orders the defendant back to reporting, and the defendant finds employment again and has his order review again.

- For "Date PO Filed Contempt", enter the date Probation filed a contempt.

  > Only enter dates for contempts filed by Probation after the defendant was ordered to seek work.

- For "Date Capias Issued", enter the date the capias was issued.

  > Only enter dates for capiases issued after the defendant was ordered to seek work.

- For "Court Hearing Date", enter the date of the next court hearing scheduled– if no next court hearing is scheduled, enter or keep the last court hearing date – if no court hearing date is scheduled or was held, leave blank.

- For "Date of Termination", enter the date the seek work case was closed – usually after the 90 day monitoring period or by court order.

- For “Reason for Termination-Code”, enter the appropriate reason for termination code.

Code to enter	Meaning
P	Paying
R	Reconciled
D	Disability
O	Other (specify)

It’s important to type the reason for termination codes the same way for each entry with the same reason for termination code.

P or paying can only be used for cases closed after 90 day monitoring because the defendant has complied with payment of child support.

- For “Reason for Termination-Notes”, type in notes explaining “O-Other” if that is used as a termination reason or other notes if needed.

If the note is longer than the width of the column, the text will automatically wrap to the next line and the row will automatically become longer.

<u>Columns to be completed for each case status</u>

		Complete columns:
N	New Referral	A (last name) through H (old weekly order amount
R	Reporting	A (last name) through H (old weekly order amount
FE	Found Employment	A (last name) through J (date of new order)
M	Monitoring	A (last name) through J (date of new order)
CONT	Contempt	A (last name) through K (date PO filed contempt) - & column M (court hearing date if date of returnable contempt known
CAP	Capias	A (last name) through L (date capias issued)
T	Termination	A (last name) through O (reason for termination – code) for all cases - & column P (reason for termination –notes) for all cases with “other” as termination reason

Using Sort and other Excel features to get statistics for the MRPA form

- “Carry Over” is the previous month’s “Total”.

- To tally “New” cases, sort by “Case Status” and “Date Referred”

  If there are any cases with “N” status code that were referred in previous months, update the status codes on those cases and redo the sort.

  Count the cases with “N” status code – they should all now have a “Date Referred” in the reporting month.

- To tally terminated cases, sort by “Case Status” and “Date of Termination”

  If there are any cases with “T” status code that were terminated in previous months, archive those cases (see next set of instructions) and redo the sort.

  Count the cases with “T” status code – they should all now have a “Date of Termination” in the reporting month.

- To tally “Total” cases, add the number of new cases to the number of carry overs and subtract the number of terminations.

  This should be equal to the row number of the last reporting case minus one.

- To tally “Contempts” cases, sort by “Date PO Filed Contempt”

  Count the cases with a “Date PO Filed Contempt” in the reporting month.

- “Motions Filed” can’t be tallied using the report.

- To tally “Capias” cases, sort by “Case Status”

  Count the cases with “CAP” status code.

- To tally “Obtained Employment” cases, sort by “Date of New Order”.

  Count the cases with a “Date of New Order” in the reporting month.

- To tally “Total Weekly Support Order” “Prior $” and “After $”, (keep the) sort by “Date of New Order”.

Add up the “Old Weekly Order Amount’s and “New Wkly Order Amount’s for the cases with a “Date of New Order” in the reporting month.

Archiving terminated cases

After getting your MRPA statistics and before saving the file to send, move all terminated cases to the “Archive” tab.

Seek Work Reporting Form for Submission to DOR, Effective September 1, 2020

New Seek Work Cases for (month/year)________________ Division____

Submitted on (date)________________________________Submitted by____

- For "Docket #", if there are multiple docket #s on the same case, enter the entire docket # for each on separate rows.
- For "SSN", you only need to type the numbers and not the dashes
- For "Date of New Referral", enter the date the defendant was ordered into seek work for all new referrals.

Last Name	First Name	Docket #	SSN	Date oF New Referral

ATTACHMENT I

Section

6.01: Purpose, Application and Authority

(1) Purpose.

(a) Purpose of 815 CMR 6.00. The purpose of 815 CMR 6.00 is to provide all State Departments with rules and procedures for conducting Interdepartmental Fiscal Business, including Interdepartmental Service Agreements (ISAs) and Interdepartmental Chargebacks which require a transfer of funds between two Departments.

(b) Use of Interdepartmental Fiscal Business. ISAs and chargebacks may only be used to compensate a Seller Department for providing requested commodities and services, not to supplement a Seller Department's current available funding to pursue its own mission (such as offsetting all or a portion of administrative costs, equipment or for personnel not designated for ISA or chargeback performance). In no event should ISA or chargeback rates exceed the actual costs to the Seller Department for providing the ISA or chargeback commodities and services, unless otherwise specified by law.

(c) Role of the Office of the Comptroller. All interdepartmental fiscal transactions are required to be made through the state accounting system as prescribed by the Comptroller. The Office of the Comptroller will interpret 815 CMR 6.00 and take any actions necessary to carry out the purposes of 815 CMR 6.00, including issuing additional policies, procedures and forms to be used by Departments. The Office of the Comptroller's oversight of Interdepartmental Fiscal Business is limited to review and processing of the fiscal transactions necessary to support an ISA or chargeback, and will not include a review of the underlying business decisions which lead to the submission of an ISA or chargeback. Department's will be responsible for conducting Interdepartmental Fiscal Business using best value and other good business practices similar to any other contract or Department expenditure, and will be required to certify that the Interdepartmental Fiscal Business complies with all applicable state or federal, general or special laws or regulations.

(2) Application. 815 CMR 6.00 applies to all State Departments conducting interdepartmental business with another State Department(s), including agencies, subdivisions, offices, boards, commissions or institutions of the Executive, Judicial and Legislative Branches.

(3) Authority. 815 CMR 6.00 is adopted under the authority of M.G.L. c. 7A, §§ 8, 11 and 15 and M.G.L. c. 29, § 29I.

6.02: Definitions

Buyer Department. A State Department with statutory authorization to procure goods and services to implement programs, services or objectives authorized under general or special law. The Buyer Department transfers funds to a Seller Department as compensation for goods or services provided by the Seller Department. Buyer Departments may also be referred to as "Parent Departments", and an Buyer Department ISA account may also be referred to as a "Parent account".

Department. Agencies, subdivisions, offices, boards, commissions or institutions of the Executive, Judicial and Legislative Branches of the State.

Interdepartmental Chargebacks. Fee-based charges for statutorily authorized commodities and services which are available to State Departments on an ad hoc request basis, a public fee basis, or statewide Chargeback basis.

Interdepartmental Encumbrance (IE). An encumbrance document used to notify Buyer Departments of negotiated or mandated estimated charges for the Chargeback goods or services and to reserve funds to pay for these charges.

Interdepartmental Fiscal Business. All types of business relationships that occur between a Buyer and Seller Department requiring the Buyer Department to transfer funds in the state accounting system to the Seller Department.

Interdepartmental Service Agreement (ISA). Non-chargeback interdepartmental business relationships are evidenced by an Interdepartmental Service Agreement (ISA). The ISA is a contract between two state departments that documents the terms and conditions of their business relationship. The ISA must be in accord with and consistent with the language in any appropriation act funding the ISA and any applicable general or special state or federal law or regulation.

Interdepartmental Service Agreement (ISA) Form. A standard form issued by the Office of the Comptroller which must be signed by Seller and Buyer Departments and filed as prescribed by the Office of the Comptroller.

Interdepartmental Voucher (IV). A transaction used by an Authorized Chargeback Department to bill a Buyer Department for the costs of goods and services, and to enable payment from the Buyer Department.

Quality Assurance Program. A program to review and support Departmental compliance with state finance law and applicable policies and procedures relating to contracting and Departmental purchasing expenditures. The Office of the Comptroller shall review ISAs and Interdepartmental Chargebacks as part of its Quality Assurance Program.

Seller Department. A State department which is mandated or authorized in statute to provide the type of services, commodities or programs which are requested or required by a Buyer Department. A Seller Department provides commodities or services, and receives a transfer of funds from a Buyer Department through either an Interdepartmental Service Agreement (ISA), or an Interdepartmental Chargeback, if so authorized. Seller Departments may also be referred to as “Child Departments”, and an Seller Department ISA account may also be referred to as a “Child account”.

State. The Commonwealth of Massachusetts.

6.03: Interdepartmental Service Agreements (ISAs)

(1) Interdepartmental Service Agreement (ISA) Management – The Chief Fiscal Officer (CFO) for the Buyer and Seller Departments will be responsible for management of ISAs within their Department in accordance with 815 CMR 6.00 and policies and procedures published by the Office of the Comptroller. Management of ISAs shall include, but is not limited to, the evaluation of the ISA option based upon best value, ensuring timely ISA execution, processing of MMARS transactions prior to the start of ISA performance, meeting reporting requirements, timely payment of invoices in accordance with the Commonwealth’s bill paying policy, monitoring ISA performance, and acting as the liaison for the Quality Assurance Program. Buyer and Seller Department ISA Managers designated for each ISA will be responsible for the administration of the ISA and will be the points of contact for ISA correspondence.

(2) Interdepartmental Service Agreement (ISA) Effective date. The effective date of an ISA shall be the latest of the following three dates:

(a) The date the Interdepartmental Service Agreement Form has been executed by an authorized signatory of the Buyer Department.

(b) The date the Interdepartmental Service Agreement Form has been executed by an authorized signatory of the Seller Department.
(c) A later effective date specified in the Interdepartmental Service Agreement Form.

(3) Interdepartmental Service Agreement (ISA) Documentation.
(a) Buyer and Seller Departments entering into an ISA must execute the Interdepartmental Service Agreement (ISA) Form prior to the start of performance, and file the ISA and required attachments as prescribed by the Office of the Comptroller.
(b) Signature by the Buyer Department certifies that the Buyer Department is statutorily authorized or required to procure the type of performance under the ISA, that sufficient funds are available for ISA performance, and that the ISA and attachments are in compliance with 815 CMR 6.00 and all other requirements of law.
(c) Signature of the Seller Department certifies that the Seller Department is statutorily authorized to provide the type of performance sought by the Buyer under the ISA and that the ISA and attachments are in compliance with 815 CMR 6.00 and all other requirements of law.
(d) An ISA is a contract and all contract execution and processing rules apply.
(e) An ISA Amendment is required for changes in ISA duration, ISA renewals, increases or decreases in maximum obligation, any material change in performance requirements and any changes in account structure and must be executed by the Buyer and Seller Department prior to the termination date of the ISA, or as amended.

(4) Duration of Interdepartmental Service Agreements (ISAs). Most ISAs are approved annually on a state fiscal year basis. However, ISAs should have the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the business process for the Departments. Similar to other types of contracts, all ISAs are subject to appropriation or the availability of adequate non-appropriated funding.

(5) Interdepartmental Service Agreement Funding.
(a) The Buyer Department must allocate the amount needed for the Seller Department's performance for the entire fiscal year into the authorized ISA account(s), or otherwise encumber sufficient funds as prescribed by the Office of the Comptroller, to ensure timely encumbrance of funds and payment by the Seller Department for employees, contractors, grantees, etc. in accordance with Commonwealth payment policies;
(b) Seller Departments may expend funds for ISA performance only from the authorized ISA allocation account(s);
(c) When expending ISA funds, Seller Departments must treat these funds the same as any other contract funds, and conduct procurements and make ISA expenditures in accordance with the same state finance law and applicable general and special state and federal laws and regulations that apply to other types of contracts procure by the Seller Department.

(6) Access to Records. Buyer Departments are entitled to "scan only" online access to state accounting system (MMARS) data of the Seller Department for ISA business purposes. In addition, Seller Departments are required to provide whatever progress, programmatic or expenditure reports to the Buyer Department, as specified in an ISA. Even if reports are not specified, the Seller Department is required to provide a detailed accounting of all expenditures, encumbrances, planned encumbrances, any information in the state accounting or payroll system related to the child account, access to any ISA records, or on-site access to monitor ISA performance, upon request at any time during the period of the ISA. The Seller Department shall cooperate with the Buyer Department to provide whatever information, data or access is necessary to verify ISA performance and expenditures. Seller Department shall provide the same access to ISA reports and data to the Office of the Comptroller, the State Auditor's Office and the House and Senate Committees on Ways and Means.

6.04: Interdepartmental Chargebacks

(1) Types of Chargeback Department Authorization. There are three types of Chargeback Department Authorization:

(a) Ad Hoc Chargeback Department. A State Department with explicit statutory authority to provide a specific service(s) or good(s) at a Buyer Department's request, and to be paid by the Buyer Department for the actual cost of the specific service(s) or good(s) provided.

(b) Public Fee Chargeback Department. A Department with explicit statutory authority to charge the general public and other Departments for authorized services, goods, fees or licenses, and for which such charges Departments are not specifically exempted by law. Public Fee Chargeback Departments may charge Buyer Departments for the amounts authorized by law, except for fees for licenses or other charges which total less than $25.00 per department per fiscal year and fees for public records requests under $25.00, except where the Public Fee Chargeback department can demonstrate substantial hardship.

(c) Statewide Chargeback Department. A Department mandated by explicit statutory authority to charge Departments for services rendered by the Statewide Chargeback Department, or for payments made by the Chargeback Department on behalf of State Departments. For certain mandated Statewide Chargebacks that the Office of the Comptroller, or other authorized Department, are required to make on behalf of all State Departments (for example, unemployment insurance, unemployment health insurance, and medicare tax) the Office of the Comptroller will enable automated processing of Interdepartmental Encumbrances (IE) and Interdepartmental Vouchers (IV), or other appropriate transactions , on behalf of all Departments in lieu of the procedures outlined in 815 CMR 6.04 (4) and (5) below.

(2) Chargeback Department status is approved annually by the Office of the Comptroller and recorded in the state accounting system. Departments may not provide legislatively authorized goods or services to another Department prior to approval as a Chargeback Department in the state accounting system. A department seeking to be approved as an Chargeback Department must submit the following documentation to the Office of the Comptroller prior to providing authorized Chargeback goods or services:

(a) a completed Chargeback Department Authorization Form;

(b) evidence of the Department's explicit legislative authorization to charge other State Departments for specified goods or services;

(c) a schedule of rates and charges for the authorized service(s) or good(s), including a detailed explanation of how each rate was derived (statutory amount, formula, etc.) justifying the accuracy of the rates and charges;

(d) The eight-digit account number or fund to be credited with Chargeback funds.

(3) Prior to the provision of Chargeback goods or services, or both, authorized Chargeback Departments must notify Buyer Departments of negotiated or mandated estimated charges for the Chargeback goods or services using an Interdepartmental Encumbrance (IE).

(4) Within 30 days of the receipt of notification of estimated or mandated charges from an Authorized Chargeback Department the Buyer Department must encumber sufficient funds to cover the full fiscal year of estimated or mandated charges. If the Buyer Department fails to encumber sufficient funds within 45 days of the receipt of notification of estimated or mandated charges from the Authorized Chargeback Department, the Chargeback Department may submit a request to the Office of the Comptroller to encumber funds on behalf of the delinquent Buyer Department.

(5) Promptly after the period in which services are performed or goods are delivered, or both, the Chargeback Department shall bill the Buyer Department using an Interdepartmental Voucher (IV). The Buyer Department must process payment within 30 days of receipt of the bill. If the Chargeback Department has not received payment within 45 days of the submission of the IV, the Chargeback Department may request assistance from the Office of the Comptroller to make the payment on behalf of the delinquent Buyer Department. The name of the delinquent Buyer Department shall be submitted upon request to the House and Senate Ways and Means Committees for failure to make timely payments.

(6) Revenue received from Interdepartmental Chargebacks may be retained and expended by the Seller Department in accordance with the authorizing legislation for the chargeback. Once a Department has reached the limit imposed by the Department's chargeback authorization for retaining and expending funds received as chargeback revenues, the Department may not use an ISA in order to retain and expend additional revenues received for chargeback commodities or services, without prior approval of the Office of the Comptroller.

6.05: Interdepartmental Fiscal Transactions

There are multiple fiscal transactions in the state accounting system that support interdepartmental business. The appropriate transactions and use of these transactions for interdepartmental business will be prescribed policies and procedures issued by the Office of the Comptroller. The Office of the Comptroller reserves the right to make any adjustments to the state accounting system to correct errors made during the processing of an interdepartmental fiscal transaction.

6.06: Disputes

Departments must make a good faith effort to resolve any dispute arising under 815 CMR 6.00 within 30 calendar days using all appropriate internal procedures including seeking assistance from their respective secretariats, but in no event shall this resolution period extend beyond May 30th in any fiscal year. In the event the Departments are unable to resolve a dispute within the stated period, either Department may request assistance from the Office of the Comptroller to resolve the dispute or to provide a determination as to the application or interpretation of 815 CMR 6.00.

6.07: Severability

If any provision of 815 CMR 6.00 is declared or found to be illegal, unenforceable or void, then Departments shall be relieved of all obligations under that provision only, and all other provisions shall remain in full force and effect.

REGULATORY AUTHORITY

815 CMR 6.00: M.G.L. c. 7A §§ 8, 11 and 15 and M.G.L. c. 29, § 29I.

ATTACHMENT J

Instructions for completing the quarterly financial report

Probate and Family Court

The quarterly financial report related to the divisions of the Probate and Family Court should be prepared on a quarterly basis and forwarded to Karen Melkonian at DOR at melkonian@dor.state.ma.us within 20 days of the end of the quarter. For any questions regarding the financial data report contact Daniel Mcgrory, Director of CSE Finance at (617) 626-4117.

A blank copy of the quarterly report is provided. To the extent possible the spreadsheet has been automated and all that needs to be entered is the financial data for the specific division for the involved quarter.

Specifics.

- In cell B-3 enter the fiscal year.
- In cell B-4 enter the quarter being reported on.
- The following notes refer to the specific lines referenced on the quarterly report.

1. The expenses should be based on the MMARS system for the quarter involved. At the end of the fiscal year, the expenditure totals on the four quarters reposts should be reconciled to the total reported on the CAFR. See also item 28 below.

2. Enter the salary and wage expense for each division. The salary and wage figure should include all salaries and wages, including those related to judges and their administrative support staff.

3. Enter the actual salaries and wages paid to the judge(s).

4. Enter the actual salaries and wages paid to the judge's support staff. Please provide a listing of these staff noting the name and type of position (e.g., secretary, administrative assistant, etc.).

5. The net allowable salaries and wages will automatically be computed.

6. Enter the currently approved Federal fringe benefit rate for the year being reported on in cell C-14. The value of the fringe benefits will be automatically computed. A copy of the fringe benefit negotiation agreement should be included as a part of the initial submission for the year. If a new/revised fringe benefit negotiation agreement is issued for the year being

reported on, a copy of that new/revised negotiation agreement should also be forwarded with the quarter being reported on.

7. Enter the value of employee travel including travel related to the judge(s). See also item 18 below.

8. Enter the value of the administrative expenses/office supplies for each division.

9. Enter the value of telephone service for each division.

10. Enter the value of printing for each division.

11. Enter the value of leases/maintenance – equipment for each division.

12. Enter the value of equipment purchases for each division. See also item 17 below.

13. Enter the value of court officers by division. Previously it was noted that the value of the court officers and security related costs provided by the Administrative Office of the Trial Court was the same or very similar in a number of divisions. The AOTC stated that because the same court officer(s) and associate court officer(s) and security are not assigned to the same court they used an average salary cost based upon the number of court officers, associated court officers and security staff assigned to that court. The reason why some courts did not have expenses shown for court officers and security is because the trial Court could not definitively identify how many staff were assigned to that location due to the fact that the court was in a multi-department building and therefore could not identify an exact number of staff associated with the Probate and family Court Department.

14. Enter the value of operations for each division.

15. Enter the value of rent for each division.

16. The sub-total figure after adding back the salaries and wages and fringe benefits of the judges and administrative support staff should reconcile to the Comprehensive Audited Financial Statements at year-end.

17. Equipment is defined in OMB Circular A-87 as an item of tangible personnel property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes or $5,000. The total of all items of equipment that exceed the state's capitalization level or $5,000 should be entered on this line (the value of this equipment should be capitalized and depreciated and included in the indirect cost rate). The

attached schedule considers all equipment (See item 12 above) to be capitalized equipment.

18. Travel and training related to the judicial determination process incurred by judges is unallowable and should be entered on this line [45 CFR 304.21(b)(3)]. (See attachment regarding allowable and unallowable costs.)

19. Office related costs associated with judges are unallowable [45 CFR 304.21(b)(4)]. The amount is automatically computed based on the ratio of the number of judges (FTEs) to the total FTEs of the division applied to the expense categories of administrative expenses/offices supplies, telephone service and rent. .

20. Office related costs associated with administrative and support staff of judge(s) are unallowable [45 CFR 304.21(b)(5)]. The amount is automatically computed based on the ratio of the number of administrative staff of judges (FTEs) to the total FTEs of the division applied to the expense categories of administrative expenses/offices supplies, telephone service and rent.

21. Enter the federally approved indirect cost rate for the quarter/year being reported on in cell C-47. Per the Federal Negotiation Agreement the approved rate is applied to Direct Regular compensation (Code AA), Contractual Compensation Code (CC), Contractual Services (Code HH) and Operational Services (Code JJ). The application of the approved overhead/indirect percentage assumes that similar types of costs (i.e., administrative salaries and wages, facilities related costs, general supplies, etc.) are not included in the respective expenses shown individually above. The indirect cost rate will be applied automatically to the expenses identified in the rows identified as Net allowable salaries and wages, Court Officer and Security.

22. The FTE count for judge(s), should be entered on this line.

23. The FTE count for administrative and support staff associated with the judge(s) should be entered on this line. In addition, on a separate schedule these staff should be identified by name and type of position (e.g., secretary, administrative assistant, etc.).

24. The total FTE count for the division including the judge(s), their associated administrative support staff and all other staff of the division should be entered on this line. This will act as the denominator for the allocation of costs associated with items 24 and 25 above.

25. The certification statement should be signed and dated on each quarterly submission.

26. At the end of the year, “true” up report that compiles the financial data (and FTE data) for all quarters will be prepared and submitted based on the CAFR. This report will include any adjustments made during the audit process, reconcile to the CAFR and be submitted to DOR within 30 days of receipt of the CAFR. If there is a difference, the individual amounts that make up the difference should be identified by division and by object of expense. This will then prompt an adjustment to the claims filed with the federal government for the fiscal year.

Attachment

Probate and Family Court
Quarterly/Annual Financial Report Required By ISA
FYE:
Quarter Ending:
Provided by AOTC

EXAMPLE

Line	Type of Expense:	Barnstable	Berkshire	Bristol	Dukes	Essex	Franklin	Hampden	Hampshire	Middlesex
2	Total Salaries and wages									
3	Less: Judges salaries									
4	Salaries of judges support staff									
5	Net allowable salaries and wages	-	-	-	-	-	-	-	-	-
6	Fringe Benefits @ negotiated rate	-	-	-	-	-	-	-	-	-
7	Employee Travel									
8	Administrative expenses/Office Supplies									
9	Telephone Service									
10	Printing									
11	Leases/Maintenance- Equipment									
12	Equipment Purchases									
13	Court Officer									
13	Security									
14	Operations									
15	Rent (includes utilities)									
16	Sub-total	-	-	-	-	-	-	-	-	-
17	Less: Equipment	-	-	-	-	-	-	-	-	-
18	Costs of judges travel & training									
19	Costs of judges office-related costs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
20	Costs of office related costs of judges support staff	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
21	Other (identify) [Additional rows may be added if needed)									
	Total unallowable costs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Sub-total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
22	Plus: Other (identify) [Additional rows may be added if needed)									
	Total other additions	-	-	-	-	-	-	-	-	-
23	Overhead/indirect costs	-	-	-	-	-	-	-	-	-
	Total "loaded" expenses	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
24	Number of Judges (FTE)									
25	Number of Judges support staff (FTEs)									
26	Total staff by division (FTEs) including judge(s) & administrative support staff									

I certify that the information on this report is accurate and complete according to the instructions provided for completing this report and the attachment to the instructions identifying allowable and unallowable costs.

Signature ____________ Title ____________ Date ____________

Probate and Family Court

Quarterly/Annual Financial Report Required

FYE:

Quarter Ending:

Provided by AOTC

Line	Type of Expense:	Nantucket	Norfolk	Plymouth	Suffolk	Worcester	Total State
2	Total Salaries and wages						-
3	Less: Judges salaries						-
4	Salaries of judges support staff						-
5	Net allowable salaries and wages	-	-	-	-	-	-
6	Fringe Benefits @ negotiated rate	-	-	-	-	-	-
7	Employee Travel						-
8	Administrative expenses/Office Supplies						-
9	Telephone Service						-
10	Printing						-
11	Leases/Maintenance- Equipment						-
12	Equipment Purchases						-
13	Court Officer						-
13	Security						-
14	Operations						-
15	Rent (includes utilities)						-
16	Sub-total	-	-	-	-	-	-
17	Less: Equipment	-	-	-	-	-	-
18	Costs of judges travel & training						-
19	Costs of judges office-related costs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
20	Costs of office related costs of judges support staff	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
21	Other (identify)						-
	[Additional rows may be added if						-
	needed)						-
	Total unallowable costs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Sub-total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
22	Plus: Other (identify)						-
	[Additional rows may be added if						-
	needed)						-
							-
	Total other additions	-	-	-	-	-	-
23	Overhead/indirect costs	-	-	-	-	-	-
	Total "loaded" expenses	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
24	Number of Judges (FTE)						-
25	Number of Judges support staff (FTEs)						-
26	Total staff by division (FTEs) including judge(s) & administrative support staff						-

ATTACHMENT K

Instructions for completing the quarterly financial report

Office of the Commissioner of Probation

The quarterly financial report related to the probation departments of the Office of the Commissioner of Probation should be prepared on a quarterly basis and forwarded to Karen Melkonian at DOR at melkonian@dor.state.ma.us within 20 days of the end of the quarter. For any questions regarding the financial data report contact Daniel Mcgrory, Director of CSE Finance at (617) 626-4117.

A blank copy of the quarterly report is provided. To the extent possible the spreadsheet has been automated and all that needs to be entered is the financial data for the specific division for the involved quarter.

Specifics.

- In cell B-3 enter the fiscal year.
- In cell B-4 enter the quarter being reported on.
- The following notes refer to the specific lines referenced on the quarterly report.

1. The expenses should be based on the MMARS system for the quarter involved. At the end of the fiscal year, the expenditure totals on the four quarters reposts should be reconciled to the total reported on the CAFR. See also item 19 below.
2. Enter the total salary and wage expense for each probation department.
3. Enter the currently approved Federal fringe benefit rate for the year being reported on in cell C-11. The value of the fringe benefits will be automatically computed. A copy of the fringe benefit negotiation agreement should be included as a part of the initial submission for the year. If a new/revised fringe benefit negotiation agreement is issued for the year being reported on, a copy of that new/revised negotiation agreement should also be forwarded with the quarter being reported on.
4. Enter the value of employee travel for each probation department.
5. Enter the value of the administrative expenses/office supplies for each probation department.
6. Enter the value of telephone service for each probation department.
7. Enter the value of printing for each probation department.

8. Enter the value of leases/maintenance – equipment for each probation department.

9. Enter the value of equipment purchases for each probation department. See also item 14 below.

10. Enter the value of court officers and security officers for each probation department if not included in the expenditures reported for the divisions of the Probate and Family Court.

11. Enter the value of operations for each probation department.

12. Enter the value of rent for each probation department.

13. The sub-total figure should reconcile to the Comprehensive Audited Financial Statements at year-end.

14. Equipment is defined in OMB Circular A-87 as an item of tangible personnel property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes or $5,000. The total of all items of equipment that exceed the state's capitalization level or $5,000 should be entered on this line (the value of this equipment should be capitalized and depreciated and included in the indirect cost rate). The attached schedule considers all equipment (See item 9 above) to be capitalized equipment.

15. Enter the federally approved indirect cost rate for the quarter/year being reported on in cell C-40. Per the Federal Negotiation Agreement the approved rate is applied to Direct Regular compensation (Code AA), Contractual Compensation Code (CC), Contractual Services (Code HH) and Operational Services (Code JJ). The application of the approved overhead/indirect percentage assumes that similar types of costs (i.e., administrative salaries and wages, facilities related costs, general supplies, etc.) are not included in the respective expenses shown individually above. The indirect cost rate will be applied automatically to the expenses identified in the rows identified as Net allowable salaries and wages, Court Officer and Security. (See attachment regarding allowable and unallowable costs.)

16. The certification statement should be signed and dated on each quarterly submission.

17. At the end of the year, "true" up report that compiles the financial data (and FTE data) for all quarters will be prepared and submitted based on the CAFR. This report will include any adjustments made during the audit process,

reconcile to the CAFR and be submitted to DOR within 30 days of receipt of the CAFR. If there is a difference, the individual amounts that make up the difference should be identified by division and by object of expense. This will then prompt an adjustment to the claims filed with the federal government for the fiscal year.

Attachment

Office of Commissioner of Probation

Dispute Interventions

EXAMPLE

Sample Requirements

	Barnstable	Berkshire	Bristol	Essex	Franklin	Hampden	Hampshire	Middlesex	Norfolk	Plymouth	Suffolk	Worcester	Total
Type of Case													
Motions													
Total for year	676	788	1062	2790	620	1295	321	3387	2311	1179	1227	194	15850
Sample Size	48	49	49	51	48	50	45	51	51	50	50	41	583
Random start Number	34	13	37	26	31	26	8	34	22	12	28	31	
Every nth number after	14.1	16.1	21.7	54.7	12.9	25.9	7.1	66.4	45.3	23.6	24.5	4.7	
Pre-trials/trials													
Total for year	302	88	633	607	122	110	6	611	850	618	573	1078	5598
Sample Size	44	33	48	48	36	35	* 1	48	49	48	47	48	484
Random start Number	28	26	11	30	31	13	* 1	11	40	33	47	35	
Every nth number after	6.9	2.7	13.2	12.6	3.4	3.1	-	12.7	17.3	12.9	12.2	22.5	
Contempts													
Total for year	503	370	793	982	198	338	419	1758	2190	1548	819	1103	11021
Sample Size	47	45	49	49	41	45	46	50	51	50	49	49	571
Random start Number	9	4	43	30	39	6	9	30	11	48	17	20	
Every nth number after	10.7	8.2	16.2	20.0	4.8	7.5	9.1	35.2	42.9	31.0	16.7	22.5	

*1 Note: For the Hampshire District since the number of Pre-trial/trials is only 6, all 6 need to be reviewed.

ATTACHMENT L

SUMMARY OF MASSACHUSETTS AND FEDERAL LAWS PERTAINING TO CONFIDENTIALITY OF INFORMATION OF THE MASSACHUSETTS DEPARTMENT OF REVENUE

Summary of Massachusetts Statutes

1) Fair Information Practices Act (FIPA), G.L. c. 66A: Prohibits the unauthorized disclosure of "personal data," as defined in G.L. c. 66A. Data subjects may make a claim for damages under the Massachusetts Tort Claims Act. General Laws chapter 214, section 3B also provides for injunctive and other nonmonetary relief for violation of this statute.

2) G.L. c. 62C, § 21: Prohibits unauthorized disclosure of tax information or returns as defined in 830 CMR 62C.21.1. The word "return" is defined very broadly in 830 CMR 62C.21.1 and includes information developed by DOR. A violation of this statute is punishable by a fine of not more than $1,000 and/or by imprisonment for not more than six months, and by disqualification from holding office in the Commonwealth for a period not exceeding three years.

3) G.L. c. 62C, § 21B: Prohibits unauthorized willful inspection ("browsing") of tax information or returns as defined in 830 CMR 62C.21.1. The word "return" is defined very broadly in 830 CMR 62C.21.1 and includes information developed by DOR. A violation of this statute is punishable by a fine of not more than $1,000 per return, document or taxpayer and/or by imprisonment for not more than one year, and by disqualification from holding office in the Commonwealth for a period not exceeding three years. Under this section, "browsing" by an employee may be grounds for dismissal of the employee.

4) G.L. c. 62E: Prohibits unauthorized disclosure of information obtained from the wage reporting and financial institution match system. A violation of this statute is punishable by a fine of $100 per offense.

5) G.L. c. 119A, § 5A: Prohibits browsing or unauthorized disclosure of child support personal data, including data stored in a computer system or computer files. Any such inspection or disclosure is punishable by a fine of not more than $1,000 with respect to each person concerning whom information has been disclosed or inspected an This section provides that unauthorized disclosure or "browsing" of child support data by an employee shall be grounds for dismissal of the employee This law also places additional restrictions on the disclosure of location information about a parent or child when the agency is provided with reasonable evidence of a risk of harm.

6) G.L. c. 93H, § 3: Requires an Agency to provide written notification to the Attorney General, Director of Consumer Affairs and Business Regulation, Information Technology Division, Public Records Division and the affected individual when an Agency employee engages in any unauthorized access or use of an individual's personal information.

Summary of Federal Statutes

7) 18 U.S.C. § 2721 et seq.: The Federal *Driver Privacy Protection Act (DPPA)*, prohibits the disclosure of "personal information," in any form, obtained from a record of the RMV (Registry of Motor Vehicles), unless otherwise exempted by law. It is unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721(b) of that title. A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under the DPPA shall be liable to the individual to whom the information pertains for a minimum of $2,500 and may also be subject to criminal prosecution.

8) I. R. C. § 6103: Prohibits unauthorized disclosure of federal tax returns or return information by employees and former employees of state tax and child support agencies.

9) I. R. C. § 7213: makes any unauthorized disclosure of federal tax returns or return information a felony punishable by a fine of up to $5,000 and/or imprisonment for not more than five years, together with the costs of prosecution. In addition, I. R. C. § 7431 permits a taxpayer to bring a civil action for damages in a federal district court against a person who violated § 6103.

10) I. R. C. § 7213A: Prohibits the browsing of federal tax returns or return information and makes such inspection punishable by a fine of up to $1,000 and/or imprisonment for not more than one year, together with the costs of prosecution.

11) Privacy Act of 1974, 5 U.S.C. § 552a: Provides that a person who has access to records that contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act, and who willfully discloses the material to anyone not entitled to receive it, is guilty of a misdemeanor and may be fined not more than $5,000.

ATTACHMENT M

Instructions for Dispute Intervention Sample

Instructions for Selecting the Samples and Completing the Attached Sampling Forms

In response to a recent audit report, an alternative methodology that utilizes a statistical sampling approach to document cost associated with the dispute intervention has been developed and submitted to the Federal Government for approval. As of this date the final approval has not been received and as a result of their review revisions to the following may be required.

Costs associated with the dispute resolution process related to a IV-D case may be reimbursable under federal rules. A IV-D case is a case in which either the custodial parent or non-custodial parent has applied for child support enforcement services or has assigned child or medical support rights to the Commonwealth as a condition of receiving benefits. DOR provides a full range of child support enforcement services in these cases including the location of obligors and obligees, the establishment of paternity or the establishment, modification, or enforcement of child support obligations and health care coverage.

The alternative process encompasses basically three steps: 1) documentation of time associated with the various types of dispute intervention cases, 2) documentation of the number of IV-D related dispute interventions and 3) identifying the costs associated with the identified IV-D dispute interventions cases.

These instructions address identifying and documenting the number of dispute interventions relating to IV-D cases.

Currently, there is no reporting system that will document that services provided under a dispute intervention action involved child support matters or where the case was a IV-D case. Therefore, a series of statistical samples have been designed to obtain certain information that will provide this information. The samples will be computed immediately after the year ends when the total activity can be tabulated. In Attachment P to this document is an example of an Excel spreadsheet titled "Sample Requirements". It identifies by probate department and by type of dispute intervention, the sample size, the random start number, and the "n^{th}" number.

The samples will be developed using statistical sampling criteria and care must be taken to follow the instructions or else the results could be invalidated. This is especially important when identifying the dispute intervention action associated with the "random start number" and the subsequent dispute intervention action associated with the "n^{th}"

number. Both the “random start number” and the “nth” number will be different depending on the division and the type of dispute intervention.

Attachment P includes another Excel spreadsheet with three tabs “Motions”, “Pre-trial/trials” and “Contempts” for use in recording the required information. The information required (i.e., name on the court docket, date of the dispute intervention, whether the dispute intervention involved a child support matter, social security numbers for both the custodial and non-custodial parents) will be used by DOR when a child support matter is an issue is involved to match the records in the COMETS system to determine whether at the time the dispute intervention action was provided if the case was a IV-D case eligible for federal reimbursement. Based on this information a claim will be computed and submitted for reimbursement from the Federal Government.

Sample Process:

1. The “Daily Control Log” that is prepared each month during FY 2008 (July 2007 through June 2008) will be used to identify the sample. This log records all new dispute interventions sequentially as they are received, and identifies the type of dispute intervention (e.g., Motions, Pre-trial/trials and Contempts).

   Within 30 days of the end of the year, OCP will provide DOR with an actual count (see Attachment P) by type of dispute intervention of the total number interventions logged in by probation department during the year. These counts will be used to generate the individual samples for the year and a spreadsheet similar to that shown in Attachment P will be provided to OCP.

2. Each probate department should identify its’ random start number associated with “motions”. For example, say for Barnstable the random start number is “34”. Therefore, starting at the beginning of the log on July 1, 2007 count down the number of “Motions” until number the 34th one is identified. That will be the first action to identify under the tab “Motions”.

3. On the “Motion” tab insert the sample number (in this case “1”), the name on the court docket, the date of the dispute intervention and “Yes” if the Daily Control Log contains data indicating that a child support matter was involved. Also, the name of the division, the contact person completing this data request and his/her telephone number should be identified.

4. Going back to the log, starting with the next dispute intervention action identified as a “Motion” after the “random start number” identified in Step 2 above, count down the number of “Motions” until the “nth” is reached. Again for example, with Barnstable the “nth” number is “14”. Therefore, starting with the first “Motions” after the “random start number” (i.e., 34) count down the number of motions until the 14th one is reached and repeat step 3 above.

5. Continue through the monthly logs as described in steps 3 and 4 above to identify the required information of the entire sample (e.g., in the case of Barnstable, 48 for Motions). Note: total number ultimately selected within each sample may vary from the actual sample size as a result of where the random start number was selected. It is not a problem if the final count is only one off from the required sample size. If the number selected is more than one from the designated sample size, the reason must be identified and the sample reselected to insure that the number identified in the sample size is actually selected.

6. The actual case file will need to be reviewed to determine whether or not the dispute intervention provided involved child support matters in those cases where this information was not available on the Daily Control Log. For all cases where a child support matter was involved, the social security numbers of both the custodial and non-custodial parents should be provided on the Sample Response Form. Again, this information should be entered onto the excel spreadsheet under the tab “Motions”.

7. Follow the same process for both Pre-trial/trial and Contempt actions.

8. The completed Daily Control Log should be returned to DOR within 45 days of receiving the sample size for each division from DOR.

EXAMPLE

Office of the Commissioner of Probation
FYE: 6/30/08

Annual Count of Dispute Interventions by Probation Department

Probate Department	Motions	Pre-trial/trials	Contempt
Barnstable			
Berkshire			
Bristol			
Essex			
Franklin			
Hampton			
Hampshire			
Middlesex			
Norfolk			
Plymouth			
Suffolk			
Worcester			

EXAMPLE

Dispute Intervention Sample Response Forms
Daily Control Log

FYE 6/30/08

Probation department: ____________

Type of Action: **Motions**

Date form completed: ____________
Contact Person: ________________________ Telephone #: ______________

Sample Number	Name on Court Docket	Date of DI	Involve Child Support (Yes/No)	Social Security Number Custodial Parent	Social Security Number Non-custodial Parent
x	xxxxxxxxxxxxxxxxxx	7/10/2007	Yes	000-00-0000	111-11-1111

FY24 DOR Trial Court ISA_final

Final Audit Report 2023-06-26

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