

RECEIVED
NEW HAMPSHIRE
SUPREME COURT
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THE STATE OF NEW HAMPSHIRE
SUPREME COURT
2017 TERM
JUNE SESSION
Case No: 2017-0133

In the Matter of Wendy S. White and Michael L. White

Discretionary Appeal Pursuant to Supreme Court Rule 7

Appeal from a decision of the
10th Circuit-Family Division Brentwood

BRIEF OF RESPONDENT/APPELLEE

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On the Brief and Oral Argument

TABLE OF CONTENTS

Table of Cases	ii
Table of Statutes and Other Authorities	iii
Questions Presented for Review	xiv
Statement of the Case.....	1
Statement of Facts	2
Summary of Argument	5
Argument	
Question 1	6
Question 2	11
Question 3	12
Conclusion	14
Request for Oral Argument	16
Certification	16
Copy of the Appealed Order.....	17

TABLE OF CASES

Beer v. Bennett, 160 N.H. 166 (2010)	14
Bohan v. Ritzo, 141 N.H. 210 (1996)	5
IMO Hampers &. Hampers, 166 N.H. 422 (2014)	6,7,12
IMO Johnson & Johnson, 158 N.H. 555 (2009)	11
In re Nicholson, 164 N.H. 105 (2012)	4,6,8,9,10,12,14
State v. Lambert, 147 N.H. 295 (2001)	14

TABLE OF STATUTES AND OTHER AUTHORITIES

RSA 461-A:14.....	4,5,6,7,9,11,12,13,14
RSA 458-C: 7 (II)	10
Standing Order 7/1/2008	2,8,9,12,13,14
Standing Order 7/14/2014.....	2,5,6,7,8

TITLE XLIII DOMESTIC RELATIONS

CHAPTER 461-A PARENTAL RIGHTS AND RESPONSIBILITIES

Section 461-A:14

461-A:14 Support. –

I. After the filing of a petition for divorce, annulment, separation, paternity, support, or allocation of parental rights and responsibilities, including petitions filed by the department of health and human services pursuant to RSA 161-B, 161-C, and 546-B, the court shall make such further decree in relation to the support and education of the children as shall be most conducive to their benefit and may order a reasonable provision for their support and education for the period of time specified in paragraphs IV, V, and XVI.

II. In any proceeding concerning the support of children:

(a) The parties shall certify in the initial pleading filed with the court whether or not public assistance is or was paid for the benefit of the children pursuant to RSA 167 and whether or not medical assistance is being provided for the benefit of the children pursuant to RSA 167. If public assistance is or was being provided or if medical assistance is being provided, the initiating party shall provide the department of health and human services, office of child support enforcement services, with copies of any and all pleadings related to medical and child support.

(b) If, during the pendency of the action, the children become the beneficiaries of public or medical assistance, both parties shall notify the court of the public or medical assistance status of the children and shall provide the department of health and human services with copies of all pleadings related to medical and child support.

(c) When notified that public or medical assistance is being provided for the benefit of the children, the court shall provide the office of child support with a copy of any hearing notice pertaining to any medical or child support proceeding.

(d) The department shall be granted leave to reopen any case to modify, clarify, or vacate any order that was entered against its interest when an assignment of rights pursuant to RSA 161 or RSA 167 is or was in effect and the department was not given notice of the proceeding.

(e) In any case to establish, modify, or enforce an order of support where the obligor is unable to meet child support obligations for any reason, except as provided in RSA 461-A:14, XIII(a) and (b), the court may order the obligor to apply for and, if qualified, participate in food stamp and Medicaid programs, federal disability programs, and all applicable department of employment security programs to enable or enhance the obligor's ability to meet his or her support obligations. When making such orders, the court shall include the requirement that the obligor report to the court his or her compliance with the order.

III. All support orders shall provide for the assignment of the wages of the responsible parent pursuant to RSA 458-B, subject to the exceptions listed in RSA 458-B:2.

IV. The amount of a child support obligation shall remain as stated in the order until the dependent

child for whom support is ordered completes his or her high school education or reaches the age of 18 years, whichever is later, or marries, or becomes a member of the armed services, at which time the child support obligation, including all educational support obligations, terminates without further legal action. If the parties have a child with disabilities, the court may initiate or continue the child support obligation after the child reaches the age of 18. No child support order for a child with disabilities which becomes effective after July 9, 2013 may continue after the child reaches age 21.

IV-a. If the order establishes a support obligation for more than one child, and if the court can determine that within the next 3 years support will terminate for one of the children as provided in paragraph IV, the amount of the new child support obligation for the remaining children may be stated in the order and shall take effect on the date or event specified without further legal action. Termination of support for any one of the children under paragraph IV is a substantial change of circumstances for purposes of modification of the child support order under RSA 458-C:7.

V. No child support order shall require a parent to contribute to an adult child's college expenses or other educational expenses beyond the completion of high school, except as provided in RSA 461-A:21.

VI. All support payments ordered or administered by the court under this chapter shall be deemed judgments when due and payable. Such judgments shall be given full faith and credit by all jurisdictions of this state.

VII. Liens shall arise by operation of law against real and personal property for child support arrearages owed by an obligor who resides or owns property in the state and shall incorporate any unpaid child support which may accrue in the future. Full faith and credit shall be given to such liens arising in another state when the state agency, a party, or other entity authorized to enforce an order of support and seeking to perfect the lien complies with the procedural rules relating to recording or serving liens. Notwithstanding any law to the contrary, such rules may not require judicial notice prior to perfecting the lien. Notices of such liens, and any discharges or releases thereof, shall be filed in the office of the secretary of state with respect to personal property and in the registry of deeds for the county in which any real property is located. No fees shall be charged for such filings and recordings.

VIII. No modification of a support order shall alter any arrearages due prior to the date of filing the motion for modification.

IX. (a) Each child support order shall include the court's determination and findings relative to health insurance and the payment of uninsured medical expenses for the child.

(b) The court shall determine whether private health insurance is accessible and is available to either parent at a cost that is at or below the reasonable medical support obligation amount, as established and ordered pursuant to RSA 458-C:3, V, or is available by combining the reasonable medical support obligations of both parents, and, if so available, the court shall order the parent, or parents, to provide such insurance for the child. The cost of providing private health insurance is the cost of adding the child to existing coverage, or the difference between individual and family coverage. Accessible health insurance means the primary care services are located within 50 miles or one hour from the child's primary residence.

(c) If the court determines that private health insurance is not accessible or available at a cost that is at or below the reasonable medical support obligation amount, the court shall establish a cash medical support obligation for either or both parents, equal to the reasonable medical support obligation amount, and order that either or both parents shall obtain such private health insurance if it subsequently becomes accessible and available at a cost that is at or below the reasonable medical support obligation amount. When ordered in lieu of private health insurance, an obligation for cash medical support shall be suspended and shall not accrue during such time as the obligated parent is

providing private health insurance in accordance with this paragraph.

(d) In all cases where support is payable through the department, or where the department is providing medical assistance for the child under RSA 167, the court shall include the medical support obligation in any order issued on or after the effective date of this paragraph.

(e) A court may order either or both parents to pay a medical support obligation, either to provide health insurance coverage or as cash medical support, in excess of the reasonable medical support obligation amount, in such other circumstances, as the court deems appropriate.

X. If both parents have coverage which provides medical insurance benefits for the child, the insurance of the person who is obligated by court order to provide medical insurance shall be the primary coverage for the child. This paragraph shall not affect the obligation of the insurance carrier of the parent who is not obligated to provide medical insurance for the child to provide medical insurance benefits for any claim under a policy held by such parent.

XI. All support orders issued or modified in cases that are payable through the department shall contain a provision requiring the obligor to keep the department informed of the name and address of the obligor's employer and whether the obligor has access to health insurance, and, if so, the health insurance policy information as requested by the department.

XII. In any proceeding to enforce the payment of child support, the posting of bail shall be for the purpose of securing the appearance of the child support obligor and to guarantee the child support judgment owed by the child support obligor. If a child support obligor defaults for failure to appear or owes a child support arrearage, any bail money posted by the obligor, or any other surety, which is on deposit with the court shall be forfeited and paid to the obligee or the agency enforcing the order for child support in satisfaction of the child support judgment.

XIII. (a) An order of support, for which there is in effect an assignment to the department of health and human services pursuant to RSA 161-C:22, shall be suspended and shall not accrue, and no public assistance debt shall be incurred, during such time as the responsible parent receives benefits pursuant to Title XVI of the Social Security Act under the supplemental security income program or public assistance pursuant to RSA 167 under any of the following programs:

- (1) Aid to the permanently and totally disabled.
- (2) Aid to the needy blind.
- (3) Aid to families with dependent children.
- (4) Old age assistance.

(b) The department shall not enforce any order of support against the responsible parent while that parent receives public assistance through any of the programs listed in subparagraph (a), whether or not an assignment of support rights to the department exists.

XIV. When the court makes a temporary or final order for support through the department of health and human services, the order shall require the parties to furnish their social security numbers to the department.

XV. The court shall have jurisdiction to make such orders or temporary orders of support to the children of divorced parents as justice shall require in cases where the decree of divorce was not granted in this jurisdiction, even though the divorce decree makes provision for support, subject to the provisions of RSA 546-B.

XVI. The court may establish a separate fund or trust for the support, maintenance, education and general welfare of any minor or incompetent child of the parties, including an incompetent child who is 18 years of age or older.

XVII. The court may require security to be given for the payment of child support.

XVIII. Any motion for contempt of a court order regarding nonpayment of child support, if filed by a

parent, shall be reviewed by the court within 30 days.

Source. 2005, 273:1, eff. Oct. 1, 2005. 2007, 121:2, eff. Aug. 10, 2007; 227:7, eff. June 25, 2007. 2008, 245:3, eff. June 24, 2008. 2010, 166:6, eff. June 17, 2010; 321:1, eff. Sept. 18, 2010. 2013, 154:1, eff. Aug. 27, 2013; 201:1, eff. July 9, 2013. 2014, 225:1, eff. July 14, 2014.

TITLE XLIII DOMESTIC RELATIONS

CHAPTER 458-C CHILD SUPPORT GUIDELINES

Section 458-C:7

458-C:7 Modification of Order. –

I. (a) The obligor or obligee may apply to the court or, when the department of health and human services has issued a legal order of support pursuant to RSA 161-C, to the department, whichever issued the existing order, for modification of such order 3 years after the entry of the last order for support, without the need to show a substantial change of circumstances. This section shall not prohibit the obligor or obligee from applying at any time for a modification based on substantial change of circumstances.

(b) Not less than once every 3 years the department shall provide notice to the parties subject to a child support order payable through the department informing them of their right to request a review, and, if appropriate, the right to apply for adjustment of the child support order. The notice provision may be included as part of the initial support order or any subsequent orders.

(c) Not less than once every 3 years the department shall review all child support orders in which there is an assignment to the department pursuant to Title IV-A of the Social Security Act and, if appropriate, apply for adjustment of the child support order in accordance with the child support guidelines.

II. Any child support modification shall not be effective prior to the date that notice of the petition for modification has been given to the respondent. "Notice" means:

(a) Service as specified in civil actions; or

(b) Acceptance of a copy of the petition, as long as the petition is filed no later than 30 days following said acceptance, and as long as the petitioner provides proof of acceptance by a certified mail receipt. Nothing in this subparagraph shall be construed to affect service as required by law.

III. Whenever the court, pursuant to this chapter, modifies a support order which results in an overpayment of support, the court shall order, absent a showing of undue hardship, the obligee to directly reimburse the obligor for such overpayment of support or order an adjustment to the modified support order until reimbursement of the overpayment has been satisfied. Any reimbursement ordered shall be only for an overpayment that occurs after the date that notice of the petition for modification of support order was given to the respondent. The court shall enter an order for reimbursement as a provision of the modified order, which order for reimbursement shall take effect 30 days after issuance, unless either the obligor or obligee requests, within such 30-day period, a separate hearing to determine the amount and frequency of reimbursement.

Source. 1991, 233:1. 1995, 310:175, 181. 2004, 169:1, eff. July 23, 2004. 2007, 274:1, eff. Jan. 1, 2008. 2009, 101:1, eff. June 15, 2009.

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

All paragraphs of this order (except those that have a check box and have not been selected) and all paragraphs of the Standing Order, (except variations in paragraph 21) are part of this order and apply to all parties.

Recommended:

Signature of Marital Master/Referee

Date

Name of Marital Master/Referee

So Ordered:

Signature of Judge

Date

Name of Judge

**THE STATE OF NEW HAMPSHIRE
UNIFORM SUPPORT ORDER — STANDING ORDER**

NOTICE: This Standing Order (SO) is a part of all Uniform Support Orders (USO) and shall be given full effect as order of the Court. Variations to paragraphs of the SO in a specific case must be entered in paragraph 16 of the USO and approved by the Court.

(Paragraph numbers in the SO correspond to related paragraph numbers in the USO. Variations entered in paragraph 21 should reference the related paragraph number.)

SUPPORT PAYMENT TERMS

- SO-3A. All prior orders not inconsistent with this order remain in full force and effect.
- SO-3B. This order shall be subject to review and modification three years from its effective date upon the request of a party. Any party may petition the Court at any time for a modification of this support order if there is a substantial change in circumstances. Except as otherwise provided, the effective date of any modification shall be no earlier than the date of notice to the other party.
- SO-4A. An obligation for child support terminates when a child terminates his/her high school education or reaches the age of 18 years, whichever is later, or gets married, or becomes a member of the armed services.
- SO-4B. The amount of child support may be recalculated according to the guidelines whenever there is a change in the number of children for whom support is ordered, upon petition of any party.
- SO-4C. In cases payable through the New Hampshire Division of Child Support Services (DCSS), if there are arrearages when support for a child is terminated, payments on the arrearages shall increase by the amount of any reduction of child support until the arrearages are paid in full.
- SO-4D. Pursuant to RSA 161-C:22, III when an assignment of support rights has terminated and obligor and the recipient of public assistance reunite, obligor may request a suspension of the collection of support arrearage owed to the state under RSA 161-C:4. So long as the family remains reunited and provided that the adjusted gross income of the family as defined by RSA 458-C is equal to or less than 185% of the Federal poverty guidelines as set by the United States Department of Health and Human Services, DCSS shall not take any action to collect the support arrearage owed to the State.
- SO-4E. If the collection of a support arrearage pursuant to RSA 161-C:4 is suspended, the obligor shall provide DCSS with a financial affidavit every six months evidencing the income of the reunited family and shall notify his or her child support worker in writing within ten days of any change in income or if the family is no longer reunited. Failure to report changes in income or in the status of the family as reunited or to provide a financial affidavit shall cause the suspension of collection to terminate.
- SO-4F. **Each party shall inform the Court in writing of any change in address, within 15 days of the change, so long as this order is in effect. Service of notice of any proceeding related to this order shall be sufficient if made on a party at the last address on file with the Court. A party who fails to keep the Court informed of such a change in address, and who then fails to attend a hearing because of the lack of notice, may be subject to arrest.**
- SO-5A. If no date appears in paragraph 5 of the USO, the first support payment shall be due on the date this order is signed by the Judge.

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

- SO-5B. If support is payable through DCSS, DCSS is authorized and directed to collect all sums, including any arrearages, from the obligor and forward the sums collected to the obligee or person, department, or agency providing support to the children named in the USO. Any payment shall be applied first as payment towards the current child and medical support obligation due that month and second towards any arrearages.
- SO-5C. If support is ordered payable directly to the obligee, it can only be made payable through DCSS at a later time if (1) the children named in the USO receive assistance pursuant to RSA 161 or RSA 167; (2) a party applies for support enforcement services and certifies to DCSS that (a) an arrearage has accumulated to an amount equal to the support obligation for one month, or (b) a court has issued a protective order pursuant to RSA 173-B or RSA 461-A:10 which remains in full force and effect at the time of application; or (3) a court orders payment through DCSS upon motion of any party that it is in the best interest of the child, obligee, or obligor to do so. RSA 161-B:4.
- SO-5D. Collection by DCSS on any arrearage may include intercepting the obligor's federal tax refund, placing liens on the obligor's personal and real property including qualifying financial accounts. Federal tax refund intercept and lien remedies shall be used to collect arrearages even if an obligor is complying with the child support orders. Pursuant to 45 CFR 303.72 (h) any federal tax refund intercept shall be applied first as payment towards the past due support assigned to the State.
- SO-5E. In all cases where child support is payable through DCSS, obligor and obligee shall inform DCSS in writing of any change of address or change of name and address of employer, within 15 days of the change.
- SO-5F. In all cases where child support is payable through DCSS, obligor and obligee shall furnish their social security numbers to the New Hampshire Department of Health and Human Services (Department).

INCOME ASSIGNMENT

- SO-7A. Until such time as an income assignment goes into effect, payments shall be made as follows: (1) if the case is not payable through DCSS, directly to obligee, or (2) if support is payable through the DCSS by use of payment coupons available at the local DCSS office. An income assignment will not go into effect for self-employed obligors as long as they do not receive income as defined in RSA 458-B:1, paragraph IX. Future income will be subject to assignment if the case is payable through DCSS.
- SO-7B. If a parent is ordered to provide health coverage for Medicaid-eligible child(ren), he or she must use payments received for health care services to reimburse the appropriate party, otherwise his or her income may be subject to income assignment by DCSS. RSA 161-H:2(V).
- SO-7C. Increased income assignment for the purposes of payment on arrearages shall continue until such time as the arrearages are paid in full.
- SO-8. Whenever an income assignment is suspended, it may be instituted if a Court finds obligor in violation or contempt of this order OR after notice and the opportunity to be heard (RSA 458:B-5 & 7), when the Department begins paying public assistance for the benefit of a child OR when an arrearage amounting to the support due for a one-month period has accrued.

REPORT CHANGES OF EMPLOYMENT

- SO-9A. If support is payable through DCSS, obligor shall report in writing weekly, or as otherwise ordered by Court, to DCSS, and shall provide details of efforts made to find a job. Efforts to obtain employment shall include registering with New Hampshire Employment Security within two weeks of the date of this order. The obligor shall immediately report employment to DCSS in writing.
- SO-9B. Immediately upon employment the obligor shall report to the obligee, in writing, details of employment, including name and address of employer, the starting date, number of weekly hours and the rate of pay.

MEDICAL SUPPORT PROVISION

- SO-10-16B. In all cases where support is payable through DCSS, or where the Department is providing medical assistance for the child(ren) pursuant to RSA 167, the court shall include the medical support obligation in any child support order issued. RSA 461-A:14, IX(d). Health insurance shall be available at a reasonable cost if the cost of such insurance does not exceed 4 percent of the responsible parent's individual gross income under RSA 458-C:2, VI-a. RSA 461-A:14, IX(b).
- SO-12. Accessible health insurance means the primary care services are located within 50 miles or one hour from the child(ren)'s primary residence. RSA 461-A:14, IX(b).
- SO-16A. A party providing or ordered to provide health insurance for the child(ren) shall give the other party sufficient information and documentation to make sure insurance coverage is effective. If support is payable through DCSS, or if there has been an assignment of medical support rights to DCSS, the information and documentation shall be provided to DCSS. In addition, obligor shall inform DCSS in writing when health insurance is available, obtained or discontinued.

Case Name: _____
Case Number: _____

UNIFORM SUPPORT ORDER

All paragraphs of this order (except those that have a check box and have not been selected) and all paragraphs of the Standing Order, (except variations in paragraph 21) are part of this order and apply to all parties.

Recommended:

Date

Signature of Marital Master/Hearing Officer

Printed Name of Marital Master/Hearing Officer

So Ordered:

I hereby certify that I have read the recommendation(s) and agree that, to the extent the marital master/judicial referee/hearing officer has made factual findings, she/he has applied the correct legal standard to the facts determined by the marital master/judicial referee/hearing officer.

Date

Signature of Judge

Printed Name of Judge

**THE STATE OF NEW HAMPSHIRE
UNIFORM SUPPORT ORDER - STANDING ORDER**

NOTICE: This Standing Order (SO) is a part of all Uniform Support Orders (USO) and shall be given full effect as order of the Court. Variations to paragraphs of the SO in a specific case must be entered in paragraph 21 of the USO and approved by the Court.

(Paragraph numbers in the SO correspond to related paragraph numbers in the USO. Variations entered in paragraph 21 should reference the related paragraph number.)

SUPPORT PAYMENT TERMS

SO-3A. All prior orders not inconsistent with this order remain in full force and effect.

SO-3B. In cases where the order of another jurisdiction is registered for modification, a tribunal of this state may not modify any aspect of a child support order that may not be modified under the law of the issuing jurisdiction. (See RSA 546-B:49,III.)

SO-3C. This order shall be subject to review and Court modification three years from its effective date upon the request of a party. Any party may petition the Court at any time for a modification of this support order if there is a substantial change in circumstances. The effective date of any modification shall be no earlier than the date of notice to the other party. "Notice" means either of the following: 1) service as specified in civil actions or 2) the respondent's acceptance of a copy of the petition, as long as the petition is filed no later than 30 days following the respondent's acceptance. See RSA 458-C:7.

NOTE: The July 1, 2013 change to the child support guidelines does not constitute a substantial change in circumstances. 2012, Chapter 248:5, "Applicability" states as follows (emphasis added):

"RSA 458-C:3, I as amended by this act shall apply to any child support order issued on or after July 1, 2013. RSA 458-C:3, I as amended by this act shall not apply to a valid child support order in effect on the effective date of this act until the next scheduled review hearing under RSA 458-C:7 or as otherwise agreed by the parties. This act shall not constitute a substantial change in circumstances for purposes of RSA 458-C:7."

SO-3D. No modification of a support order shall alter any arrearages due prior to the date of filing the pleading for modification. RSA 461-A:14, VIII.

SO-4A. The amount of a child support obligation shall remain as stated in the order until the dependent child for whom support is ordered completes his or her high school education or reaches the age of 18 years, whichever is later, or marries, or becomes a member of the armed services, at which time the child support obligation, including all educational support obligations, terminates without further legal action, except where duration of the support obligation has been previously determined by another jurisdiction, or is governed by the law of another jurisdiction, and may not be modified in accordance with statutory language referenced in SO-3B. If the parties have a child with disabilities, the court may initiate or continue the child support obligation after the child reaches the age of 18. No child support order for a child with disabilities which becomes effective after July 9, 2013 may continue after the child reaches age 21. (See RSA 461-A:14, IV)

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

- SO-4B. In multiple child orders, the amount of child support may be recalculated according to the guidelines whenever there is a change in the number of children for whom support is ordered, upon petition of any party. In single child orders, the support obligation terminates automatically, without the need for further court action, upon the emancipation of the child. The obligor remains obligated for any and all arrearages of the support obligation that may exist at the time of emancipation.
- SO-4C. If the order establishes a support obligation for more than one child, and if the court can determine that within the next 3 years support will terminate for one of the children, the amount of the new child support obligation for the remaining children may be stated in the order and shall take effect on the date or event specified without further legal action.
- SO-4D. In cases payable through the New Hampshire Division of Child Support Services (DCSS), if there are arrearages when support for a child is terminated, payments on the arrearages shall increase by the amount of any reduction of child support until the arrearages are paid in full.
- SO-4E. Pursuant to RSA 161-C:22, III when an assignment of support rights has terminated and obligor and the recipient of public assistance reunite, obligor may request a suspension of the collection of support arrearage owed to the state under RSA 161-C:4. So long as the family remains reunited and provided that the adjusted gross income of the family as defined by RSA 458-C is equal to or less than 185% of the Federal poverty guidelines as set by the United States Department of Health and Human Services, DCSS shall not take any action to collect the support arrearage owed to the State.
- SO-4F. If the collection of a support arrearage pursuant to RSA 161-C:4 is suspended, the obligor shall provide DCSS with a financial affidavit every six months evidencing the income of the reunited family and shall notify his or her child support worker in writing within ten days of any change in income or if the family is no longer reunited. Failure to report changes in income or in the status of the family as reunited or to provide a financial affidavit shall cause the suspension of collection to terminate.
- SO-4G. Each party shall inform the Court in writing of any change in address, within 15 days of the change, so long as this order is in effect. Service of notice of any proceeding related to this order shall be sufficient if made on a party at the last address on file with the Court. A party who fails to keep the Court informed of such a change in address, and who then fails to attend a hearing because of the lack of notice, may be subject to arrest.
- SO-5A. If no date appears in paragraph 5 of the USO, the first support payment shall be due on the date this order is signed by the Judge.
- SO-5B. If support is payable through DCSS, a DCSS application for child support services must be submitted before DCSS can provide services in accordance with the order.
- SO-5C. If support is payable through DCSS, DCSS is authorized and directed to collect all sums, including any arrearages, from the obligor and forward the sums collected to the obligee or person, department, or agency providing support to the children named in the USO. Any payment shall be applied first as payment towards the current child and medical support obligation due that month and second towards any arrearages.
- SO-5D. If support is ordered payable directly to the obligee, it can only be made payable through DCSS at a later time if (1) the children named in the USO receive assistance pursuant to RSA 161 or RSA 167; (2) a party applies for support enforcement services and certifies to DCSS that (a) an arrearage has accumulated to an amount equal to the support obligation for one month, or (b) a court has issued a protective order pursuant to RSA 173-B or RSA 461-A:10 which remains in full force and effect at the time of application; or (3) a court orders payment through DCSS upon motion of any party that it is in the best interest of the child, obligee, or obligor to do so. RSA 161-B:4.
- SO-5E. Collection by DCSS on any arrearage may include intercepting the obligor's federal tax refund, placing liens on the obligor's personal and real property including qualifying financial accounts. Federal tax refund intercept and lien remedies shall be used to collect arrearages even if an obligor is complying with the child support orders. Pursuant to 45 CFR 303.72 (h) any federal tax refund intercept shall be applied first as payment towards the past due support assigned to the State.
- SO-5F. In all cases where child support is payable through DCSS, obligor and obligee shall inform DCSS in writing of any change of address or change of name and address of employer, within 15 days of the change.
- SO-5G. In all cases where child support is payable through DCSS, obligor and obligee shall furnish their social security numbers to the New Hampshire Department of Health and Human Services (Department).

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

SO-6. Where the court determines that, in light of the best interests of the child, special circumstances exist that result in adjustments in the application of the guidelines for the child support obligation or the reasonable medical support obligation, the court shall make written findings relative to the applicability of one or more of the special circumstances described in RSA 458-C:5, I.

INCOME ASSIGNMENT

SO-7A. Until such time as an income assignment goes into effect, payments shall be made as follows: (1) if the case is not payable through DCSS, directly to obligee, or (2) if support is payable through the DCSS by use of payment coupons available at the local DCSS office. An income assignment will not go into effect for self-employed obligors as long as they do not receive income as defined in RSA 458-B:1, paragraph IX. Future income will be subject to assignment if the case is payable through DCSS..

SO-7B. If a parent is ordered to provide health coverage for Medicaid-eligible child(ren), he or she must use payments received for health care services to reimburse the appropriate party, otherwise his or her income may be subject to income assignment by DCSS. RSA 161-H:2(V).

SO-7C. Increased income assignment for the purposes of payment on arrearages shall continue until such time as the arrearages are paid in full.

SO-8. Whenever an income assignment is suspended, it may be instituted if a Court finds obligor in violation or contempt of this order OR after notice and the opportunity to be heard (RSA 458-B:5 & 7), when the Department begins paying public assistance for the benefit of a child OR when an arrearage amounting to the support due for a one-month period has accrued.

REPORT CHANGES OF EMPLOYMENT

SO-9A. If support is payable through DCSS, obligor shall report in writing weekly, or as otherwise ordered by Court, to DCSS, and shall provide details of efforts made to find a job. Efforts to obtain employment shall include registering with New Hampshire Employment Security within two weeks of the date of this order. The obligor shall immediately report employment to DCSS in writing.

SO-9B. Immediately upon employment the obligor shall report to the obligee, in writing, details of employment, including name and address of employer, the starting date, number of weekly hours and the rate of pay.

MEDICAL SUPPORT PROVISIONS

SO-10-16B. (1). In all cases where support is payable through DCSS, or where the Department is providing medical assistance for the child(ren) under RSA 167, the court shall include the medical support obligation in any child support order issued. RSA 461-A:14, IX(d).

SO-10-16B. (2). The court shall establish and order a reasonable medical support obligation for each parent. The presumptive amount of a reasonable medical support obligation shall be 4 percent of the individual parent's gross income, unless the court establishes and orders a different amount based on a written finding or a specific finding, made by the presiding officer on the record, that the presumptive amount would be unjust or inappropriate, using the criteria set forth in RSA 458-C:5.

SO-10-16B. (3). The court shall determine whether private health insurance is available to either parent at a cost that is at or below the reasonable medical support obligation amount, as established and ordered pursuant to RSA 458-C:3, V, or is available by combining the reasonable medical support obligations of both parents, and, if so available, the court shall order the parent, or parents, to provide such insurance for the child.

SO-10-16B. (4). The cost of providing private health insurance is the cost of adding the child to existing coverage, or the difference between individual and family coverage.

SO-12,15. Accessible health insurance means the primary care services are located within 50 miles or one hour from the child(ren)'s primary residence. RSA 461-A:14, IX(b).

SO-16A-16B A party providing or ordered to provide health insurance for the child(ren) shall give the other party sufficient information and documentation to make sure insurance coverage is effective. If support is payable through DCSS, or if there has been an assignment of medical support rights to DCSS, the information and documentation shall be provided to DCSS. In addition, obligor shall inform DCSS in writing when health insurance is available, obtained or discontinued.

QUESTIONS PRESENTED FOR REVIEW

1. Did the Trial Court commit an unsustainable exercise of discretion and/or error of law by recalculating the amount of child support owed by the Respondent/Appellee to the Petitioner/Appellant based upon Mitchell's emancipation and the termination of Respondent/Appellee's support obligation as it applied to Mitchell, in accordance with NH RSA 461-A: 14, Standing Order of 7/01/2008 and the applicable case law?
2. Did the Trial Court commit an unsustainable exercise of discretion and/or error of law when it concluded that pursuant to the provisions of the Standing Order of 7/01/2008 and RSA 461-A:14 and the applicable case law that child support orders for multiple children are subject to the same standards as child support orders for single children?
3. Did the Trial Court commit an unsustainable exercise of discretion and/or error of law when it concluded that pursuant to RSA 461-A:14, the Standing Order of 7/01/08 and the applicable case law that there could be no child support arrearages for Mitchell after July of 2014 and therefore no judgment of arrearages to be given full faith and credit?

STATEMENT OF THE CASE

The Parties in this matter were divorced in 2003. In February of 2010 the Parties entered into Agreement modifying the amount of child support owed. The 10th Circuit-Family Court- Brentwood subsequently adopted this Agreement and it became an order of the Court on or about February 16, 2010. The Standing Orders of 7/01/08 were incorporated as part of this Order. In July of 2014 the Parties' oldest son Mitchell became emancipated as he had graduated from high school in June of that year and had reached eighteen years of age in March of that year. As a result of Mitchell's emancipation, the Respondent/Appellee's obligation for child support for Mitchell terminated by operation of law and as such the Respondent/ Appellee reduced his child support payments to the Petitioner/ Appellant.

On or about January 28, 2016, the Petitioner/Appellant, through counsel forwarded to the Respondent/Appellee a letter demanding payment of an alleged child support arrearage and requesting discovery information. On or about February 16, 2016, Counsel for the Respondent/Appellee responded to said letter indicating that in order to calculate any alleged child support arrearage the amount owed would need to be recalculated as of July 2014 as Mitchell has been emancipated in June of that year and the Respondent/ Appellee's obligation to pay support for Mitchell terminated as of that date. The Parties engaged in discovery over the next several months and when it appeared they would not be able to reach an agreement the Respondent/Appellee filed his Petition to Change Order on July 19, 2016, alleging among other things, that the Respondent/Appellee's obligation to pay child support for Mitchell

terminated in July of 2014 and that fact needed to be considered in any calculation of a child support arrearage.

A hearing on the Respondent/Appellee's Petition to Change Order was held on January 17, 2017. After the hearing in the matter, the Trial Court correctly concluded that as a matter of law, the Respondent/Appellee was entitled to a recalculation of child support retroactive to the date of Mitchell's emancipation.

This Appeal by the Petitioner/Appellant followed.

STATEMENT OF FACTS

The Parties in the matter were divorced pursuant to a Decree of Divorce dated November 5, 2003. The Parties have two children to wit: Mitchell whose date of birth is March 22, 1996 and Matthew whose date of birth is August 28, 2000. The Parties subsequently agreed to a modification of child support via a revised Uniform Support Order which incorporated the Standing Orders of 07/01/08 and said modification was approved by the Court on February 16, 2010. This is the Court Order that the Trial Court interpreted as part of its February 15, 2017 Order which is the subject of this Appeal. It is important to note that the Standing Orders SO-3D and SO- 4B that are relied on by Petitioner/Appellant in her argument are part of the Standing Orders of 07/14/14 and were not incorporated into the February 10, 2010 Order and were not adopted as Standing Orders of the Court until July 14, 2014; after Mitchell's emancipation.

In July of 2014 the Parties' oldest son, Mitchell, became emancipated as he had reached the age of eighteen and had graduated high school in June of 2014. Shortly thereafter, the Respondent/Appellee decreased his child support. The Respondent was not obligated to seek a modification of his child support for Mitchell as it terminated via operation of law. On January 28, 2016 Counsel for the Petitioner/ Appellant forwarded a letter to the Respondent/ Appellee detailing an alleged arrearage owed to the Petitioner/Appellant based on the obligations outlined in the February 16, 2010 Uniform Support Order. The Respondent/Appellee responded through Counsel with a letter dated February 16, 2016 indicating that that amount was incorrect as the arrearage owed, if any, would need to be recalculated to account for Mitchell's emancipation in July 2014. The Parties attempted to resolve this issue as well as some discovery issues over the course of the next several months and when they were unable to resolve their differences the Respondent/Appellee filed his Petition to Change Order on July 19, 2016. The Petitioner/Appellant's Counsel filed her Appearance and an Affidavit of Service on August 19, 2016. The Petitioner/Appellant did not file an objection to the Respondent/Appellee's Petition to Change Court Order.

A hearing in this matter was held on January 17, 2017. The Parties agreed that pursuant to the strict terms of the February 2010 Uniform Support Order based only on what was ordered versus what was paid and if applied without consideration of Mitchell's emancipation or the Respondent/Appellee's modification request retroactive to August 2016 that the amount owed would be \$20,560.00. However, in his Exhibit A the Respondent/Appellee argued for a number of reasons, some of which are not the subject of this appeal, that the actual arrearage

was \$7,348.00. Therefore, there was never an Agreement between the Parties as to the actual child support arrearage.

At the conclusion of the hearing the Trial Court correctly held that the Respondent/Appellee's obligation to pay support for Mitchell terminated upon Mitchell's emancipation. In its Order, the Trial Court recalculated the amount of support owed to Petitioner/Appellant as of the date of Mitchell's emancipation July 2014 and found that the Respondent/Appellee was entitled to an offset of the \$20,560.00 in the amount of \$9,187.00. In its order, the Trial Court addressed the conflict in the provisions of RSA 461-A :14 (IV) and RSA 461-A:14 (VIII) and held as follows:

"The Court needs to read the statute as a whole, and must read the statute in a reasonable manner. Even though section VIII of the statute provides that no modification of a support order shall alter the arrearages due prior to the date of filing the motion for modification (in this case August of 2016) section IV requires termination of the child support (in this case for Mitchell) without further legal action. Therefore, there can be no arrearages accrued in connection with child support calculated for Mitchell after July 2014 because no child support for Mitchell could be ordered after July 2014." The Trial Court further relied upon this Court's ruling in Nicholson and Nicholson, 164 N.H. 105 (2012).

The Trial Court also held that the Respondent/Appellee was also entitled to an additional set off in the amount of \$1,377.00 (\$344.35/month for four months September-December 2016) as a result of the modification of the order for one child made retroactive to the date of filing. This set off is not the subject of this Appeal.

Therefore, the Trial Court correctly held that the Respondent/Appellee owed the Petitioner/Appellant the sum of \$9,995.10 not \$20,560.00 as alleged by the Petitioner/Appellant nor \$7,348.00 as alleged by Respondent/Appellee.

SUMMARY OF ARGUMENT

“The amount of a child support obligation shall remain as stated in the order until the dependent child for whom support is ordered completes his or her high school education or reaches the age of 18 years, whichever is later, at which time the child support obligation, including all educational support obligations, **terminates without further legal action.**” NH RSA 461-A:14 (IV) emphasis added. “ An obligation for child support **terminates** when a child terminates his/her high school education or reaches the age of 18 years, whichever is later..... Standing Order 3B (07/01/2008) emphasis added. The Supreme Court will first examine the language found in the statute and where possible ascribe the plain and ordinary meanings to the words used. Bohan v. Ritzo, 141 N.H. 210, 213 (1996). Terminate is defined as “to bring to an end” “Terminate” Merriam-Webster.com. accessed July 11, 2017 <https://www.meriam-webster.com/dictionary/terminate>. Therefore, no child support can become due subsequent to a termination of support. It does not become a judgment as it was never due or payable nor does it need to be modified because the obligation terminated as an operation of law and without further legal action.

There is no statutory distinction for multiple child support orders and the Petitioner/Appellant’s reliance on Standing Order 4B (07/14/2014) is misplaced. First, because it was not a part of the Standing Order at issue on appeal, it cannot be applied retroactively and

it was not even adopted until after Mitchell was emancipated. Second, even as written, it must be read in conjunction with NH RSA-A:14 (IV), and Standing Order 4A (07/14/2014) as well as the relevant case law, e.g., Nicholson, none of which make a distinction between single child and multiple child support orders for purposes of termination of child support due to the emancipation of a child and all of which require a termination of support based upon the emancipation of a child even in cases of multiple child support orders.

Given the facts and circumstances of this case there was no obligation on behalf of the Respondent/Appellee to pay child support for Mitchell subsequent to his emancipation in July 2014. Because there was no obligation there was no judgment for the Trial Court upon which to apply full faith and credit and therefore RSA 461- A:14 (VI) is not applicable.

ARGUMENT

Question 1. Did the Trial Court commit an unsustainable exercise of discretion and/or error of law by recalculating the amount of child support owed by the Respondent/Appellee to the Petitioner/Appellant based upon Mitchell's emancipation and the termination of Respondent/Appellee's support obligation as it applied to Mitchell, in accordance with RSA 461-A:14, Standing Order (07/01/2008) and the applicable case law?

The Supreme Court will interpret statutes in the context of the overall scheme and not in isolation. In the Matter of Hampers and Hampers, 166 N.H. 422, 433 (2014). The Petitioner/Appellant relies upon two subsections of RSA 461-A:14 subsections VI and VIII to support her argument that the Trial Court erred in recalculating the Respondent/Appellee's support obligation to account for Mitchell's emancipation. However, Petitioner/Appellant

ignores that these two provisions must be read together with RSA 461-A:14 (IV) to determine their ultimate meaning.

RSA 461-A:14 (VI) requires that all payments ordered by the Court shall be deemed judgments when due and payable and that such judgments must be given full faith and credit. RSA 461-A:14 (VIII) requires that modifications of support orders shall not alter arrearages due prior to the filing of the request for modification. However, RSA 461-A:14 (IV) requires that child support terminates when a child graduates from high school or reaches the age of eighteen years whichever is later. Importantly, it also states that the obligation **terminates without further legal action.** (Emphasis added.) Therefore, because the Respondent/Appellee's obligation to support Mitchell terminated in July of 2014 there was no modification of support per RSA 461-A:14 (VIII) or a court ordered payment to be deemed a judgment per RSA 461-A:14 (VI); the Court merely recalculated the amount due based on the termination of Respondent/Appellee's obligation to support Mitchell. Further, there is nothing in the language in RSA 461-A:14 (VIII) that would lead one to reasonably conclude that it was only meant to pertain to single support orders as argued by Petitioner/Appellant. If the legislature had meant for this subsection of the statute to apply only to single support orders it would have included language to that effect in the statute. The Supreme Court will "interpret legislative intent from the statute as written and will not consider what the legislature might have said or add words that the legislature did not include" Hampers at 433.

The Petitioner/Appellant also argues that Standing Order 3D 7/14/2014 also precludes the Trial Court from recalculating the Respondent/Appellant's arrearage to account for Mitchell's emancipation. First, Standing Order 3D 7/14/2014 is not applicable to the instant

matter as it was on part of the Standing Orders adopted by the Trial Court in February 2010 and it was not adopted by the Court until after Mitchell's emancipation. Second, Standing Order 3D 7/14/2014 is merely a reference to RSA 461-A:14 (VIII) which has been addressed above.

The applicable Standing Order in the instant matter, Standing Order 7/01/2008, contains the following relevant provisions: SO- 3B which indicates that except as otherwise provided modifications shall be effective no earlier than the date of service; SO-4A which indicates that an obligation for child support terminates when a **child** graduates high school or turns eighteen whichever is later. (Emphasis added.) and SO-4B which indicates that the amount of child support **may** be recalculated when there is a change in the number of children for whom support is ordered. (emphasis added.) SO-3B is a restatement of the ideas expressed in RSA 461-A:14 (VIII) which has been discussed above. It is important to note however, that SO-3B contains the language "Except as otherwise provided" that the Court found to be instrumental to its finding in Nicholson. SO-4A is a restatement of the ideas expressed in RSA 461-A:14 (IV) however the use of the words "a child support order" provide further evidence that subsection (IV) is meant to apply to multiple child support orders as well as single child support orders. Lastly, SO-4B indicates that child support may be recalculated according to the guidelines whenever there is a change in the number of children for whom support is ordered. While this provision may be applicable upon the emancipation of a child and the termination of support (for example as in the instant matter if the Parties cannot agree as to the amount of the new support order based on the emancipation of a child) it is also applicable to a plethora of other situations where the number of children for whom support is ordered has changed but where there has been no termination of support mandated by statute (for example a change

in a parenting plan) wherein a petition for modification would be necessary. Hence, the use of the word *may* and not the word *shall*.

The Trial Court relied upon this Court's holding in the Nicholson case in its Order. The Petitioner/Appellant has argued that said reliance was misplaced due to the fact that Standing Orders 7/01/08 differ from those reviewed by this Court in the Nicholson case. In Nicholson the Supreme Court relied upon Paragraph SO-3B which stated that "except as otherwise provided in this order the effective date of any modification shall be no earlier than the date the Petition is filed" the Court then found that SO-4B did provide otherwise for it instructed that "child support shall be recalculated in accordance with the guidelines whenever there is a change in the number of children for whom support is ordered *effective the date of the change* (Emphasis added.) Nicholson at 107-108.

In the instant matter Standing Order 7/01/08 3B states "except as otherwise provided the effective date of any modification shall be no earlier than the date of notice to the other party" the two versions are virtually identical and like the Standing Order analyzed in Nicholson Standing Order 7/01/08 contains the language except as otherwise provided and like the Standing Order analyzed in Nicholson Standing Order 7/01/08 4A does provide otherwise "An obligation for child support terminates when a child terminates his/her high school education or reaches the age of 18 years, whichever is later.....". Moreover, the Court in Nicholson was unable to rely upon RSA 461-A: 14 (IV) which terminates child support without further legal action for emancipated children as it had not been adopted at the time of the parties' divorce and RSA 458:35-c was still applicable.

The facts in Nicholson are virtually identical to the facts in the instant matter.

Both cases involve a support order for multiple children, in both cases the Obligor unilaterally reduced his child support payments based upon a child's emancipation and the termination of support without filing a Petition with the Court and in both cases the Obligor sought a recalculation of support retroactive to the date of each child's emancipation and termination of support. In Nicholson this Court held that "the trial court was obligated to retrospectively recalculate child support as of the dates upon which each of the older two children became emancipated. **"That the parents failed to obtain a court order modifying the support obligation when each child's status changed is of no consequence.** Nicholson at 108. (Emphasis added.) In the instant matter, the Trial Court made the same finding under almost identical circumstances.

Given the Court's holding in Nicholson the Petitioner/Appellant's reliance upon the doctrine of laches is misplaced. Likewise, given the Court's holding in Nicholson and the mandate of RSA 461-A: 14 (IV) that upon Mitchell's emancipation the Respondent/Appellee's obligation for support as to Mitchell terminates without further legal action the Petitioner/Appellant's reliance on RSA 458-C:7 (II) is also misplaced as the Respondent/Appellee's support was recalculated based on a termination of his obligation to support Mitchell retroactive to the date of termination therefore there was no modification of child support as addressed in RSA 458-C:7(II).

The Trial Court did not commit an error of law or unsustainable exercise of discretion when it recalculated the amount of child support owed by the Respondent/Appellee retroactive

to the date of Mitchell's emancipation and the termination of Respondent/Appellee's support obligation as it applied to Mitchell.

Question 2. Did the Trial Court commit an unsustainable exercise of discretion and/or error of law when it concluded that pursuant to the provisions of the Standing Order of July 1, 2008, RSA 461-A:14 and the applicable case law that child support orders for multiple children are subject to the same standards as child support orders for single children?

There is no basis in the Petitioner/Appellant's argument that different standards apply to multiple child support orders and single child support orders.

The Petitioner/Appellant first relies upon Standing Order 7/14/14 4B to support her argument, however this provision is not relevant to the instant matter as it not the Standing Order interpreted by the Trial Court in the instant matter and it was not adopted as a Standing Order until after Mitchell was emancipated. This Court has held that legislation "has prospective application only and does not apply to post-enactment modifications or orders that were issued prior to the change in legislation. In the Matter of Johnson and Johnson 158 N.H. 555,559 (2009). It is only logical that the same standards would apply to Standing Orders of the Court as apply to legislation.

The Petitioner/Appellant next contends that because RSA 461-A:14 (IV) is written in the singular tense and is therefore only applicable in cases where support for one child is ordered. The statute clearly references a child support order not a child support order for a single child and is therefore clearly applicable to both single and multiple child support orders. The Supreme Court will "interpret legislative intent from the statute as written and will not consider

what the legislature might have said or add words that the legislature did not include” Hampers at 433.

The Petitioner/Appellant does not argue that any provisions contained in the applicable Standing Orders, Standing Orders 7/01/08, distinguish between single and multiple child support orders and Respondent/Appellee would argue that they do not. Furthermore, in Nicholson the Supreme Court in reviewed Standing Orders very similar to those that are applicable to the instant matter and found that they did not distinguish between single and multiple child support orders.

The Trial Court did not commit an unsustainable exercise of discretion or an error of law when it failed to distinguish between single and multiple courts orders.

Question 3. Did the Trial Court commit an unsustainable exercise of discretion and/or error of law when it concluded that pursuant to RSA 461-A:14, the Standing Order of 7/01/08 and the applicable case law that there could be no child support arrearages for Mitchell after July of 2014 and therefore no judgment of arrearages to be given full faith and credit.

The Petitioner/Appellant next argues that the provisions of the Uniform Support Order of February 10, 2010 constitute a judgment in favor of Petitioner/Appellant in the amount of \$20,560.00 and that RSA 461-A:14(VI) mandates that the Trial Court give this judgment full faith and credit. This argument is both factually and legally inaccurate.

First, the idea that the Petitioner/Appellant is entitled to a judgment in the amount of \$20,560.00 is factually inaccurate because it fails to take into consideration the modification of child support that the Trial Court made for the months of September 2016 through December

2016. This modification in the amount of \$1,377.40 is not the subject of this appeal and therefore the most the Petitioner/Appellant would be entitled is \$19,182.60. Several times in her argument the Petitioner/Appellant indicates the sum of \$20,560.00 was due in July of 2016 and this is factually inaccurate. The sum of \$20,560.00 is the amount that would have been owed as of December 2016 had the Court not retroactively recalculated the Respondent/Appellee's obligation from July 2014-August 2014 in the amount of \$9,187.50 based on Mitchell's emancipation (This is the recalculation that is the subject of this Appeal) and then recalculated the amount due from September 2016 through December 2016 in the amount of \$1,377.40 based on the Respondent's Motion to Change Order. This recalculation is not under appeal.

Second, the Petitioner/Appellant's argument is legally inaccurate. The Trial Court reviewed the February 10, 2010 Uniform Support Order together with the Standing Orders of 7/1/2008, RSA 461-A:14 and the applicable case law and correctly held that "There can be no arrearages accrued in connection with child support calculated for Mitchell after July 2014 because no further child support could be ordered after July 2014." If no further child support could be ordered then there can be no judgment to be given full faith and credit pursuant to RSA 461-A:14 (VI).

The Trial Court did not commit an unsustainable exercise of discretion or error of law when it concluded that because no child support could be ordered for Mitchell after July 2014 and therefore there could be no arrearage of judgment of child support to be given full faith and credit.

CONCLUSION

The Respondent/Appellee's obligation to pay child support for Mitchell terminated in July 2014 without the need for further legal action. The Respondent/Appellee was not obligated to file a Petition with the Trial Court in order to terminate this obligation. There is no legal distinction between support orders for multiple children and support orders for single children with regard to the termination of support upon the emancipation of a child.

The Trial Court reviewed RSA 461-A:14 in its entirety, Standing Order 7/01/08 and this Court's precedent in the Nicholson case and correctly held "Therefore there can be no arrearages accrued in connection with child support calculated for Mitchell after July 2014 because no further child support could be ordered after July 2014." Trial Court Order dated February 15, 2017 p. 2. The Trial Court then correctly recalculated the Respondent/Appellee's support obligation from July 2014 through August 2016 to account for the fact that the Respondent/Appellee was only obligated to pay support for one child during this time frame and correctly found that the Respondent/Appellee was entitled to an off set in the amount of \$9,187.50.

The Trial Court's rulings of law will be upheld unless they constitute a clear error of law. Beer v. Bennett, 160 N.H. 166, 168-169 (2010). To prove that the Trial Court's decision is unsustainable the Petitioner/Appellant must demonstrate that the Trial court's ruling was clearly untenable or unreasonable to the prejudice of her case. State v. Lambert, 147 N.H. 295, 296 (2001). The Petitioner/Appellant has not met her burden; the Trial Court has not

constituted a clear error of law nor has the Petitioner/Appellant demonstrated the Trial Court's ruling was clearly untenable or unreasonable.

Respectfully Submitted,
Michael L. White
by his attorney

Dated: July 14, 2017




Leah Sullivan, esquire
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REQUEST FOR ORAL ARGUMENT

The Appellee, Michael L. White does not believe that oral argument is necessary for the Court to reach a decision in this matter however, in the event that oral argument is scheduled based upon the Appellant's request it is estimated that Appellee's oral argument will be fifteen minutes.

Dated: July 14, 2017

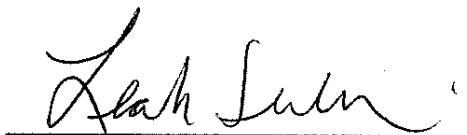
A handwritten signature in cursive script, reading "Leah Sullivan", is written over a horizontal line.

Leah Sullivan, Esquire

CERTIFICATE OF SERVICE

I, Leah Sullivan, hereby certify that two copies of the foregoing Brief of Michael L. White were on this date mailed to Keri Marshall, Esquire Counsel for Wendy S. White and two copies were mailed to the 10th Circuit- Circuit Family Division-Brentwood.

Dated: July 14, 2017

A handwritten signature in cursive script, reading "Leah Sullivan", is written over a horizontal line.

Leah Sullivan, Esquire

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

10th Circuit - Family Division - Brentwood
PO Box 1208
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NOTICE OF DECISION

**LEAH SULLIVAN, ESQ
SULLIVAN LAW OFFICE
289 MAIN STREET
SALEM NH 03079**

Case Name: **In the Matter of: Wendy S. White and Michael L. White**
Case Number: **618-2003-DM-00079**

Enclosed please find a copy of the Court's Order dated February 10, 2017 relative to:

**Order on Respondents Petition to Change Court Order
Regarding Parenting Schedule and Child Support (index #111)**

Uniform Support Order

Any party obligated to pay child support is advised that it is his/her responsibility to keep the Court (and the Division of Human Services if appropriate) advised of his/her current mailing address in writing, until such time as support payments are terminated.

February 15, 2017

LoriAnne Hensel
Clerk of Court

(618770)

C: Kerl J. Marshall, ESQ

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT

COUNTY OF ROCKINGHAM

10TH CIRCUIT – FAMILY DIVISION - BRENTWOOD

In the Matter of:
Wendy White and Michael White

Case No. 618 – 2003 – DM – 79

ORDER ON RESPONDENT'S PETITION TO CHANGE COURT
ORDER REGARDING PARENTING SCHEDULE AND CHILD SUPPORT (Index number 111)

Both parties appeared for a hearing on January 17, 2017 on respondent's petition to change court orders regarding the parenting plan residential schedule and child support (Index number 111). Both parties were represented by counsel. Based on the evidence presented, the court makes the following findings and orders.

PARENTING PLAN

The existing parenting plan is set out in the parties' Permanent Stipulation dated October 23, 2003 (Index number 39) in which mother was "awarded physical custody of the minor children" (now known as primary residential responsibility) and father was awarded "visitation/physical custody rights" (now known as parenting time). Although the stipulation was not for approximately equal parenting time, father had substantial parenting time, including on Mondays, overnight from Wednesday to Thursday, and additional parenting time on alternating week schedules (Friday during one week in Saturday to Monday during the next week).

Father is now seeking what he describes as one an additional overnight every 14 days, increasing his time from 6 overnights to 7 overnights every 14 days. This petition is based on RSA 461 – A: 11 (f) as a "minimal change was no change" in the allocation of parenting time.

Mother argues that adding an additional overnight every 14 days is not a minimal change in the allocation of parenting time.

The court agrees that adding an additional overnight every 14 days is not a minimal change, which in effect adds two overnights per month. The court simply cannot describe that change as "minimal". There was no other basis for the change, such as the minor child, Matthew (date of birth August 28, 2000) being determined to be a mature minor, whose preference could be considered as part of the determination.

Accordingly, the petition to change the parenting plan is denied.

UNIFORM SUPPORT ORDER

Father requests a 3 year review of the uniform support order, last issued on or about February 16, 2010. Father also requests that the uniform support order be made retroactive to July 1, 2014 because the parties' older son, Mitchell (date of birth March 22, 1996), became emancipated in June 2014 upon graduation from high school.

Mother argues that there has been no substantial financial change warranting a change in the guideline support order of \$844.35 per month (\$390 biweekly), and that any change can only go back to the date of service of the petition to change child support in August 2016.

In connection with a modification of child support based on the emancipation of Mitchell, the court finds that the statute and case law provide that the modification is required to be made as of the date of emancipation, which in this case means the modification should take place as of August 2014.

RSA 461 – A: 14 IV provides as follows:

IV. The amount of a child support obligation shall remain as stated in the order until the dependent child for whom support is ordered completes his or her high school education or reaches the age of 18 years, whichever is later, or marries, or becomes a member of the armed services, at which time the child support obligation, including all educational support obligations, terminates without further legal action. If the parties have a child with disabilities, the court may initiate or continue the child support obligation after the child reaches the age of 18. No child support order for a child with disabilities which becomes effective after July 9, 2013 may continue after the child reaches age 21.

The court needs to read the statute as a whole, and must read the statute in a reasonable manner. Even though section VIII of the statute provides that no modification of a support order shall alter the arrearages due prior to the date of filing the motion for modification (in this case in August 2016), section IV requires termination of the child support (in this case for Mitchell) without further legal action. ~~Therefore, there can be no arrearages accrued in connection with child support calculated for Mitchell after July 2014 because no further child support for Mitchell could be ordered after July 2014.~~

The Supreme Court made a similar determination in connection with interpreting the prior statute regarding this issue as follows:

The question here is whether the terms of the divorce decree and controlling statute mandate a retrospective recalculation of support.

At the time the parties divorced, RSA 458:35-c (1992) governed this situation. It has since been amended and recodified as RSA 461-A:14, IV (Supp.2011). *See In the Matter of Johnson & Johnson*, 158 N.H. 555, 559, 969 A.2d 365 (2009). However, the amended version is not applicable here, for it “has prospective application only, and does not apply to post-enactment modifications of orders that were issued prior to the change in legislation.” *Id.* Thus, the version of RSA 458:35-c in effect at the time of the parties' divorce is controlling. It provided, in relevant part:

Unless the court ... specifies differently, the amount of a child support obligation stated in the order for support shall remain as stated in the order until all dependent children for whom support is provided in the order shall terminate their high school education or reach the age of 18 years, whichever is later, or become married, or become a member of the armed forces, at which time the child support obligation terminates without further legal action. This amount shall remain as specified unless a legal order expressly allocates the payments on a per child basis.

(Emphasis added.) Thus, unless the court “specified differently,” the amount of the support ordered would remain unchanged until all children were emancipated as described. Accordingly, we look to the terms of the final decree to determine whether the court “specified differently.”

45 *108 In interpreting the meaning of a divorce decree, we review the decree *de novo*. *Sommers v. Sommers*, 143 N.H. 686, 692, 742 A.2d 94 (1999). We consider the intent of the parties as expressed in the language of the stipulation. *Id.* Paragraph SO-4A of the SO, incorporated in the stipulation, states:

Child support shall terminate when the youngest child terminates his/her high school education or reaches the age of 18 years, whichever is later; gets married; or becomes a member of the armed forces.

Paragraph SO-3B states that “[e]xcept as otherwise provided in this order, the effective date of any modification shall be no earlier than the date the petition is filed.” Paragraph SO-4B of the SO does “provide otherwise,” for it instructs that “child support shall be recalculated in accordance with the guidelines whenever there is a change in the number of children for whom support is ordered, *effective the date of the change.*”

(Emphasis added.) Thus, pursuant to the plain language of the SO, in calculating the support arrearage, the trial court was obligated to retrospectively recalculate child support as of the dates upon which each of the two older children became emancipated. That the parents failed to obtain a court order modifying the support obligation when each child's status changed is of no consequence; RSA 458:35-c permits the trial court's order to specify differently, and it did so.

In re Nicholson, 53 A.3d 535, 537-38 (N.H. 2012)

Father is entitled to a recalculation of child support from July 2014 through December 2016, using the income and expenses in effect at that time based on one minor child (Matthew) rather than two (Matthew and Mitchell). The child support guidelines worksheet results in a monthly child support obligation of \$491 rather than \$844.35, resulting in a net monthly overpayment of ~~\$353.35~~.

The parties calculated that based on the existing uniform support order of 2010 (Index number 109) father had an arrearage of \$20,560 as of the end of December 2016. Against that arrearage, father is entitled to a set off of \$9187.50 (for the period of time from July 2014 through August 2016).

In addition, the court has calculated a new child support based on the 3 year review as requested by father, which has an effective date of September 2016 based on the service date of the petition to change child support in August 2016. The new child support order based on a downward deviation of the guidelines calculation (as explained below) provides for father to pay mother \$500 per month, resulting in a net monthly overpayment of \$344.35. Father is entitled to an additional set off of \$1377.40 from September 2016 through December 2016.

Father is entitled to a total set off of \$10,564.90, which reduces his arrearages to \$9995.10 (\$20,560 - \$10,564.90).

The new uniform support order with an effective date of September 2016 is based on the current financial affidavits of the parties which provides for a guidelines support amount of \$628 per month based on father as obligor and mother as obligee. Since the parties' stipulation in 2003, father has always been considered the obligor and mother has always been considered the obligee, based on the mother having primary residential responsibility for the parties' minor children. During the course of time from the permanent stipulation through the present, mother has generally had greater income than father and the standard guidelines amount has been ordered.

Since there is no change in the parenting plan as requested by father, mother remains the primary residential parent and therefore father would continue to be considered the obligor and mother as the obligee for child support purposes. The guideline support amount is \$628 per month.

Mother did not establish that father is underreporting his self-employment income based on the evidence submitted at the hearing.

Father did establish special circumstances warranting a small downward adjustment to the guidelines amount under RSA 658 – C: 5. Father did not establish that there is equal parenting residential responsibility under section (h) of the statute. In addition, even if there were approximately equal residential responsibility, father did not establish that there is a reduction in any of the fixed costs of child rearing incurred by the obligee parent.

Father did show under section (i) of the statute that he is providing for voluntary postsecondary education expenses for the parties' older son Mitchell, in the amount of \$8087.96 for 2016 for Mitchell to attend Maine Maritime Academy. The payment is significant based on father's income and expenses and is therefore a basis for a downward deviation. The payment represents \$674 per month. The court makes a downward deviation of \$125 per month.

A new uniform support order is issued herewith. The court holds that the arrearages are held in abeyance as they were in the last uniform support order, pending further pleading or agreement.

In addition, father had been paying mother \$200 per month for his health insurance. Based on father's financial affidavit, he now is paying for health insurance himself. Therefore, there is no order requiring payment from father to mother for health insurance coverage.

So Ordered.

February 10, 2017

Date



Hon. David G. LeFrancois, Justice

THE STATE OF NEW HAMPSHIRE

JUDICIAL BRANCH

http://www.courts.state.nh.us

Court Name: 10th Circuit - Family Division - Brentwood
Case Name: In the Matter of Wendy White and Michael White
Case Number: 2003-M-0079
(if known)

UNIFORM SUPPORT ORDER

Name, Residence and Mailing Address of Person
Ordered to Pay Support (Obligor)

Name, Residence and Mailing Address of Person
Receiving Support (Obligee)

Michael White
636 Main St
Saudown NH 03873
D.O.B. 4/26/1966 Telephone (603) 498-8112
E-mail Address
Employer self employed-Great Pond Carpentry
Employer Address PO Box 241
Kingston, NH 03848

Wendy White
6 Black Adler Drive
Kingston, NH 03848
D.O.B. 4/20/1965 Telephone (603) 642-8991
E-mail Address
Employer Catamount Management Corp
Employer Address 6 Kimball Lane
Lynnfield, MA 01940

Child(ren) to whom this order applies :

Full Name Date of Birth Full Name Date of Birth
Matthew 8/28/2000

The following parties appeared: [] Obligor [] Obligee [] Division of Child Support Services
[] Other

NOTE: SECTIONS PRECEDED BY [] ARE ONLY PART OF THIS ORDER IF MARKED.

1. This order is entered:

2. This order is a:

[] after hearing

[] temporary order

[x] upon approval of agreement

[] final order

[] upon default

[x] 3. This order modifies a final support obligation in accordance with :

[x] a three year review (RSA 458-C:7) OR [x] substantial change in circumstances, as follows :

126

Case Name: In the Matter of Wendy White and Michael White

Case Number: 2003-M-0079

UNIFORM SUPPORT ORDER

4. Obligor is ORDERED to PAY THE FOLLOWING AMOUNTS (See Standing Orders 4A-4G.):

4.1 CHILD SUPPORT: \$ 500 per month

4.2 Arrearage of \$ 9495.10 as of 12/31/16 payable \$ 0.00 per month

4.3 Medical arrearage of \$ 0.00 as of _____ payable \$ 0.00 per _____

4.4 SPOUSAL SUPPORT (ALIMONY): \$ 0.00 per Month

4.5 Arrearage of \$ 0.00 as of _____ payable \$ 0.00 per _____

4.6 Alimony shall terminate _____

5. Payments on all ordered amounts shall begin on January 1 2017

All ordered amounts shall be payable to Obligee DCSS Other _____

6. This order complies with the child support guidelines, RSA 458 - C.

This order, entered upon obligor's default, is based on a reasonable estimate of obligor's income. Compliance with the guidelines cannot be determined.

The following special circumstances warrant an adjustment from the guidelines:

voluntary college education expenses for another child

7. Support ordered is payable by immediate income assignment.

8. The Court finds that there is good cause to suspend the immediate income assignment because:

Obligor and obligee have agreed in writing.

Payments have been timely and it would be in the best interest of the minor child(ren) because: _____

9A. Obligor is unemployed and **MUST REPORT EFFORTS TO SEEK EMPLOYMENT (See Standing Order 9A).**

9B. Upon employment the Obligor shall bring the matter forward for recalculation of support. Failure to do so may result in a recalculated support order effective the date of employment.

MEDICAL SUPPORT FINDINGS (Paragraphs 10 through 15)

10. OBLIGOR'S medical support reasonable cost obligation: \$ 253.00 per month.

10A. The medical support reasonable cost obligation is adjusted from the presumptive amount because of the following special circumstances (See Standing Order 6):

11. Private health insurance coverage is not available is available to the OBLIGOR in an amount equal to or less than the amount of the medical support reasonable cost obligation ordered in paragraph 10.

12. Private health insurance coverage available to the OBLIGOR is not accessible to the child(ren).

Case Name: In the Matter of Wendy White and Michael White

Case Number: 2003-M-0079

UNIFORM SUPPORT ORDER

13. OBLIGEE'S medical support reasonable cost obligation: \$ 293.00 per month.

13A. [] The medical support reasonable cost obligation is adjusted from the presumptive amount because of the following special circumstances (See Standing Order 6):

14. Private health insurance coverage [] is not available [x] is available to the OBLIGEE in an amount equal to or less than the amount of the medical support reasonable cost obligation ordered in paragraph 13.

15. [] Private health insurance coverage available to the OBLIGEE is not accessible to the child(ren).

PRIVATE HEALTH INSURANCE COVERAGE (Paragraph 16A and/or 16B must be completed)

16A. [] Obligor [x] Obligee is ordered to provide private health insurance coverage for the child(ren) effective in place

16B. [] Obligor [] Obligee is/are not ordered to provide private health insurance coverage at this time but is/are ordered to immediately obtain private health insurance coverage when it becomes accessible and available at an amount equal to or less than the ordered medical support reasonable cost obligation.

UNINSURED MEDICAL EXPENSES

17. Uninsured medical expenses shall be paid in the following percentage amounts :

Obligor 50 % Obligee 50 % Other

[] 18. Public assistance (TANF) or medical assistance (Medicaid) is or was provided for the child(ren). Copies of pleadings related to medical coverage and child support were mailed to the Division of Child Support Services, Child Support Legal, 129 Pleasant Street, Concord, NH 03301.

19. [] Obligor [] Obligee is adjudicated the father of the minor child(ren) named above. The clerk of the city(ies) of shall enter the name of the father on the birth certificate(s) of the child(ren). The father's date of birth is and his state of birth is

20. The State of has provided \$ 0.00 in public assistance for the benefit of the minor child(ren) between and for weeks. Obligor is indebted for the assistance in the total amount of \$ 0.00

21. Variation to standing order (specify paragraph #), additional agreement or order of the Court:

~~Additionally, the Obligor shall pay Wendy \$200.00 per month for his health insurance. This is subject to change. If he does not pay on or before the 7th of each month the coverage may be canceled. This agreement shall be enforceable absent any change in twelve months. Alimony is suspended without prejudice to the Obligee. Arrearage on the child support is also suspended pending further order or agreement. Neither party wishes to~~

Obligor Michael White

Obligee Wendy White

Staff Attorney
Division of Child Support Services

Obligor's Attorney/Witness

Obligee's Attorney/Witness

Date

Date

Date

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

All paragraphs of this order (except those that have a check box and have not been selected) and all paragraphs of the Standing Order, (except variations in paragraph 21) are part of this order and apply to all parties.

Recommended:

_____ Date

Signature of Marital Master/Hearing Officer

Printed Name of Marital Master/Hearing Officer

So Ordered:

I hereby certify that I have read the recommendation(s) and agree that, to the extent the marital master/judicial referee/hearing officer has made factual findings, she/he has applied the correct legal standard to the facts determined by the marital master/judicial referee/hearing officer.

_____ Date *2/10/17*

Signature of Judge *[Signature]*
David G. LeFrancois

Printed Name of Judge

**THE STATE OF NEW HAMPSHIRE
UNIFORM SUPPORT ORDER — STANDING ORDER**

NOTICE: This Standing Order (SO) is a part of all Uniform Support Orders (USO) and shall be given full effect as an order of the Court. Variations to paragraphs of the SO in a specific case must be entered in paragraph 21 of the USO and approved by the Court.

(Paragraph numbers in the SO correspond to related paragraph numbers in the USO. Variations entered in paragraph 21 should reference the related paragraph number.)

SUPPORT PAYMENT TERMS

SO-3A. All prior orders not inconsistent with this order remain in full force and effect.

SO-3B. In cases where the order of another jurisdiction is registered for modification, a tribunal of this state may not modify any aspect of a child support order that may not be modified under the law of the issuing jurisdiction. (See RSA 546-B:49, III.)

SO-3C. This order shall be subject to review and Court modification three years from its effective date upon the request of a party. Any party may petition the Court at any time for a modification of this support order if there is a substantial change in circumstances. The effective date of any modification shall be no earlier than the date of notice to the other party. "Notice" means either of the following: 1) service as specified in civil actions or 2) the respondent's acceptance of a copy of the petition, as long as the petition is filed no later than 30 days following the respondent's acceptance. See RSA 458-C:7.

NOTE: The July 1, 2013 change to the child support guidelines does not constitute a substantial change in circumstances. 2012, Chapter 248:5, "Applicability" states as follows (emphasis added):
"RSA 458-C:3, I as amended by this act shall apply to any child support order issued on or after July 1, 2013. RSA 458-C:3, I as amended by this act shall not apply to a valid child support order in effect on the effective date of this act until the next scheduled review hearing under RSA 458-C:7 or as otherwise agreed by the parties. **This act shall not constitute a substantial change in circumstances for purposes of RSA 458-C:7.**"

SO-3D. No modification of a support order shall alter any arrearages due prior to the date of filing the pleading for modification. RSA 461-A:14, VIII.

SO-4A. The amount of a child support obligation shall remain as stated in the order until the dependent child for whom support is ordered completes his or her high school education or reaches the age of 18 years, whichever is later, or marries, or becomes a member of the armed services, at which time the child support obligation, including all educational support obligations, terminates without further legal action, except where duration of the support obligation has been previously determined by another jurisdiction, or is governed by the law of another jurisdiction, and may not be modified in accordance with statutory language referenced in SO-3B. If the parties have a child with disabilities, the court may initiate or continue the child support obligation after the child reaches the age of 18. No child support order for a child with disabilities which becomes effective after July 9, 2013 may continue after the child reaches age 21. (See RSA 461-A:14, IV)

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

- SO-4B. In multiple child orders, the amount of child support may be recalculated according to the guidelines whenever there is a change in the number of children for whom support is ordered, upon petition of any party. In single child orders, the support obligation terminates automatically, without the need for further court action, upon the emancipation of the child. The obligor remains obligated for any and all arrearages of the support obligation that may exist at the time of emancipation.
- SO-4C. If the order establishes a support obligation for more than one child, and if the court can determine that within the next 3 years support will terminate for one of the children, the amount of the new child support obligation for the remaining children may be stated in the order and shall take effect on the date or event specified without further legal action.
- SO-4D. In cases payable through the New Hampshire Division of Child Support Services (DCSS), if there are arrearages when support for a child is terminated, payments on the arrearages shall increase by the amount of any reduction of child support until the arrearages are paid in full.
- SO-4E. Pursuant to RSA 161-C:22, III when an assignment of support rights has terminated and obligor and the recipient of public assistance reunite, obligor may request a suspension of the collection of support arrearage owed to the state under RSA 161-C:4. So long as the family remains reunited and provided that the adjusted gross income of the family as defined by RSA 458-C is equal to or less than 185% of the Federal poverty guidelines as set by the United States Department of Health and Human Services, DCSS shall not take any action to collect the support arrearage owed to the State.
- SO-4F. If the collection of a support arrearage pursuant to RSA 161-C:4 is suspended, the obligor shall provide DCSS with a financial affidavit every six months evidencing the income of the reunited family and shall notify his or her child support worker in writing within ten days of any change in income or if the family is no longer reunited. Failure to report changes in income or in the status of the family as reunited or to provide a financial affidavit shall cause the suspension of collection to terminate.
- SO-4G. Each party shall inform the Court in writing of any change in address, within 15 days of the change, so long as this order is in effect. Service of notice of any proceeding related to this order shall be sufficient if made on a party at the last address on file with the Court. A party who fails to keep the Court informed of such a change in address, and who then fails to attend a hearing because of the lack of notice, may be subject to arrest.
- SO-5A. If no date appears in paragraph 5 of the USO, the first support payment shall be due on the date this order is signed by the Judge.
- SO-5B. If support is payable through DCSS, a DCSS application for child support services must be submitted before DCSS can provide services in accordance with the order.
- SO-5C. If support is payable through DCSS, DCSS is authorized and directed to collect all sums, including any arrearages, from the obligor and forward the sums collected to the obligee or person, department, or agency providing support to the children named in the USO. Any payment shall be applied first as payment towards the current child and medical support obligation due that month and second towards any arrearages.
- SO-5D. If support is ordered payable directly to the obligee, it can only be made payable through DCSS at a later time if (1) the children named in the USO receive assistance pursuant to RSA 161 or RSA 167; (2) a party applies for support enforcement services and certifies to DCSS that (a) an arrearage has accumulated to an amount equal to the support obligation for one month, or (b) a court has issued a protective order pursuant to RSA 173-B or RSA 461-A:10 which remains in full force and effect at the time of application; or (3) a court orders payment through DCSS upon motion of any party that it is in the best interest of the child, obligee, or obligor to do so. RSA 161-B:4.
- SO-5E. Collection by DCSS on any arrearage may include intercepting the obligor's federal tax refund, placing liens on the obligor's personal and real property including qualifying financial accounts. Federal tax refund intercept and lien remedies shall be used to collect arrearages even if an obligor is complying with the child support orders. Pursuant to 45 CFR 303.72 (h) any federal tax refund intercept shall be applied first as payment towards the past due support assigned to the State.
- SO-5F. In all cases where child support is payable through DCSS, obligor and obligee shall inform DCSS in writing of any change of address or change of name and address of employer, within 15 days of the change.
- SO-5G. In all cases where child support is payable through DCSS, obligor and obligee shall furnish their social security numbers to the New Hampshire Department of Health and Human Services (Department).
- SO-6. Where the court determines that, in light of the best interests of the child, special circumstances exist that result in adjustments in the application of the guidelines for the child support obligation or the reasonable medical support obligation, the court shall make written findings relative to the applicability of one or more of the special circumstances described in RSA 458-C:5, I.

Case Name: _____

Case Number: _____

UNIFORM SUPPORT ORDER

INCOME ASSIGNMENT

- SO-7A. Until such time as an income assignment goes into effect, payments shall be made as follows: (1) if the case is not payable through DCSS, directly to obligee, or (2) if support is payable through the DCSS by use of payment coupons available at the local DCSS office. An income assignment will not go into effect for self-employed obligors as long as they do not receive income as defined in RSA 458-B:1, paragraph IX. Future income will be subject to assignment if the case is payable through DCSS.
- SO-7B. If a parent is ordered to provide health coverage for Medicaid-eligible child(ren), he or she must use payments received for health care services to reimburse the appropriate party, otherwise his or her income may be subject to income assignment by DCSS. RSA 161-H:2(V).
- SO-7C. Increased income assignment for the purposes of payment on arrearages shall continue until such time as the arrearages are paid in full.
- SO-8. Whenever an income assignment is suspended, it may be instituted if a Court finds obligor in violation or contempt of this order OR after notice and the opportunity to be heard (RSA 458-B:5 & 7), when the Department begins paying public assistance for the benefit of a child OR when an arrearage amounting to the support due for a one-month period has accrued.

REPORT CHANGES OF EMPLOYMENT

- SO-9A. If support is payable through DCSS, obligor shall report in writing weekly, or as otherwise ordered by Court, to DCSS, and shall provide details of efforts made to find a job. Efforts to obtain employment shall include registering with New Hampshire Employment Security within two weeks of the date of this order. The obligor shall immediately report employment to DCSS in writing.
- SO-9B. Immediately upon employment the obligor shall report to the obligee, in writing, details of employment, including name and address of employer, the starting date, number of weekly hours and the rate of pay.

MEDICAL SUPPORT PROVISIONS

- SO-10-16B (1). In all cases where support is payable through DCSS, or where the Department is providing medical assistance for the child(ren) under RSA 167, the court shall include the medical support obligation in any child support order issued. RSA 461-A:14, IX(d).
- SO-10-16B (2). The court shall establish and order a reasonable medical support obligation for each parent. The presumptive amount of a reasonable medical support obligation shall be 4 percent of the individual parent's gross income, unless the court establishes and orders a different amount based on a written finding or a specific finding, made by the presiding officer on the record, that the presumptive amount would be unjust or inappropriate, using the criteria set forth in RSA 458-C:5.
- SO-10-16B (3). The court shall determine whether private health insurance is available to either parent at a cost that is at or below the reasonable medical support obligation amount, as established and ordered pursuant to RSA 458-C:3, V, or is available by combining the reasonable medical support obligations of both parents, and, if so available, the court shall order the parent, or parents, to provide such insurance for the child.
- SO-10-16B (4). The cost of providing private health insurance is the cost of adding the child to existing coverage, or the difference between individual and family coverage.
- SO-12, 15. Accessible health insurance means the primary care services are located within 50 miles or one hour from the child(ren)'s primary residence. RSA 461-A:14, IX(b).
- SO-16A-16BA party providing or ordered to provide health insurance for the child(ren) shall give the other party sufficient information and documentation to make sure insurance coverage is effective. If support is payable through DCSS, or if there has been an assignment of medical support rights to DCSS, the information and documentation shall be provided to DCSS. In addition, obligor shall inform DCSS in writing when health insurance is available, obtained or discontinued.