

STANDARD COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into between the Sauk County Board of Supervisors or the Child Support Agency (CSA) designated by the county board under Wis. Stat. § 59.53(5), and the Sauk County Corporation Counsel, (Cooperative Agency).

This agreement is required by the State/Agency Contract for Child Support and is intended to provide support for the Child Support Agency in carrying out the functions of the IV-D program under Wis. Stats. §§ 49.22 and 59.53(5) and section 454(33) of the Federal Social Security Act related to establishing paternity, establishing, and enforcing support obligations, collecting, and distributing support payments, establishing, and enforcing medical support obligations, locating absent parents, and reporting. State and federal reimbursement of allowable administrative costs incurred by the Cooperative Agency is provided through this agreement.

A. EFFECTIVE DATES (45 CFR 303.107(f))

This agreement is in effect January 1, 2022 through December 31, 2023. Amendments to this agreement may be made upon the written concurrence of all parties. This agreement may be terminated by any party upon 30 days written notice to the other parties of intent to terminate. This agreement shall be renewed upon written agreement of all parties.

B. COMPLIANCE (45 CFR 303.107(c))

The Cooperative Agency agrees to conform to Title IV-D of the Social Security Act; the Code of Federal Regulations (CFR) governing the Child Support Enforcement Program; and other applicable Wisconsin state statutes, federal regulations and administrative rules governing the child support program. The Cooperative Agency also agrees to cooperate with the CSA and to comply with the provisions of State/County Child Support Contract. The Cooperative Agency agrees to comply with any state or federally approved corrective action plans.

C. RECORDS AND REPORTING REQUIREMENTS (45 CFR 303.107(e))

All records and documentation referring to CSA cases handled by the Cooperative Agency shall be maintained in accordance with federal regulations and shall be made available to state or federal personnel for conducting state and federal audits and reviews.

Pursuant to 45 CFR 303.2 (c), Establishment of cases and maintenance of case records, Cooperative Agency staff with Kids Information Data System (KIDS) update access shall appropriately document case activity. For Cooperative Agency staff that does not have KIDS update access, the CSA shall ensure that the CSA staff record IV-D case activity. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in KIDS by the CSA or the Cooperative Agency.

Case records that are held or maintained by the Cooperative Agency must be maintained pursuant to the requirements under 45 CFR 303.2(c) and referenced by a note in KIDS. The note must identify the nature of the records and the specific location of the records.

D. CONFIDENTIALITY (Wis. Stat. §§ 49.83 and 49.22(2m)(a))

The CSA will provide the Cooperative Agency with all available information necessary to perform the tasks under this agreement. The information received from the CSA shall be used exclusively for the performance of its functions as described in this agreement. The Cooperative Agency will be responsible for safeguarding this information and may disclose information only in the administration of the programs under Wis. Stat. §49.22 (2m). The Cooperative Agency may not disclose information concerning applicants and recipients of IV-D services for any purpose not connected with the administration of the programs. Any person violating this section may be fined pursuant to Wis. Stat. §. 49.83.

The Cooperative Agency shall instruct all employees with access to KIDS information or other child support case information about the confidentiality required by state law and the penalties for violating confidentiality.

E. PROTECTION OF KIDS DATA: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE (Wis. Stat. §§ 49.83, 49.22(2m)(a), and 45 CFR 307.13)

The Cooperative Agency agrees to comply with the following measures to protect confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure:

- Only authorized Cooperative Agency employees shall be given access to KIDS. Said access shall be limited to the access levels necessary to perform job duties specified under this agreement.
- The Cooperative Agency shall instruct all employees with access to KIDS information or other child support case information about the confidentiality required by state and federal law.
- Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes, and may not be re-released to any other organization or agency.
- KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Wisconsin's Bureau of Child Support Policy Manual: Privacy Protection and Program Security sections regarding computer security.

The Cooperative Agency shall attest that all personnel with access to KIDS information will adhere to the policies and procedures of the Department of Children and Families (DCF) and state statutes regarding confidentiality and computer access. This includes, but is not limited to, completing a DCF-F-2923-E Request for Access form for each person who ends employment with the Cooperative Agency who had access to KIDS, and for each person no longer requiring access to KIDS. The CSA director or designee should periodically review each staff's access to KIDS to ensure the level of access is consistent with their job duties.

F. FAMILY VIOLENCE INDICATOR (Wis. Stat §§ 49.22(12) and 454 (26) of the Social

Security Act)

Pursuant to Wisconsin statute and federal law, a CSA may not release information about the whereabouts of a person, if the person seeking information is subject to a temporary restraining order or injunction with respect to the person about whom the information is sought, or if the CSA has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a participant privacy indicator in KIDS.

KIDS data includes information about all case participants, including persons with privacy protection. The Cooperative Agency will explain the sensitive nature of the privacy protection indicator to all agency personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. MONITORING AND CORRECTIVE ACTION (45 CFR 304.20(b)(1)(ii))

The Cooperative Agency's performance, as set forth in this agreement, may be monitored by the CSA as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the agreement. The CSA may develop corrective action plans as necessary to avoid fiscal sanctions which may result if the Cooperative Agency does not meet its obligation under this agreement. The Cooperative Agency must notify the CSA of conditions that have caused or may hinder its ability to meet its obligations under this agreement. The Cooperative Agency will help develop corrective action plans and comply with them.

H. FEDERAL FINANCIAL PARTICIPATION (FFP) REIMBURSEMENT FOR CHILD SUPPORT ACTIVITIES (45 CFR 304.21)

The Cooperative Agency agrees to comply with the provisions of 45 CFR 304.21, FFP, in the costs of cooperative arrangements, as a condition for FFP. The Cooperative Agency may be reimbursed for administrative expenses incurred by the Cooperative Agency as a result of the activities performed under this agreement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The CSA shall send written notification to the Cooperative Agency as soon as the CSA is officially notified of a proposed change in the reimbursement rate for administrative expenses.

I. CHILD SUPPORT AGENCY'S DUTIES, FUNCTIONS, AND RESPONSIBILITIES

The CSA is responsible for administering the county program to establish paternity, establish, and enforce child and spousal support orders, and to establish and enforce medical support orders pursuant to state and federal law.

The CSA will provide the Cooperative Agency with the necessary child support information, policies, and procedures to carry out the requirements of this agreement.

On behalf of the county, the CSA will seek reimbursement for the allowable costs incurred by the Cooperative Agency under the terms of this agreement by appropriately reporting those costs to the DCF.

J. REQUIRED ATTACHMENTS TO COOPERATIVE AGREEMENTS

ATTACHMENT 2: Required Duties and Performance Standards (45 CFR 303.107(a) and (b)) contains a clear description of the specific duties, functions and responsibilities of the Cooperative Agency, and clear and definite standards of performance.

ATTACHMENT 3: Methods of Determining Costs (45 CFR 303.107(d) and 45 CFR 304.21(c)) contains the methods of determining costs and the procedures for billing by the Cooperative Agency.

ATTACHMENT 4: Cooperative Agency Budget Worksheet (45 CFR 303.107(d)) contains a budget estimate and covered expenditures for the Cooperative Agency.

The Cooperative Agency and the CSA should monitor the cost of the Cooperative Agreement, so the cost remains necessary and reasonable for the child support program.

K. SIGNATURES (45 CFR 304.21 (d))

Reimbursement is available for IV-D costs incurred as of the first day of the calendar quarter in which this agreement is signed by parties sufficient to create a contractual arrangement under state law and county ordinance.

FOR THE CHILD SUPPORT AGENCY:

Adrienne Olson

Director

Print Name: County Board Chair/Designee
or CSA Designee under Wis. Stat. § 59.53(5)

Title

Adrienne Olson

1-19-2022

Signature

Date

FOR THE COOPERATIVE AGENCY:

BRIAN J. DESMOND

CORPORATION COUNSEL

Print Name

Title

Brian J. Desmond

01/19/2022

Signature

Date

Required Duties and Performance Standards

CORPORATION COUNSEL DUTIES (required for reimbursement of services)

Provide legal services to the Child Support Agency (CSA), as follows:

- On behalf of the CSA, appear in court representing the State's interest in matters related to establishing paternity; and establishing, modifying, or enforcing child support and/or medical support, and/or maintenance, or any other matters related to services provided to IV-D cases.
- If the attorney assigned to the child support case is absent or unavailable, the Cooperative Agency shall provide another attorney to appear for the CSA, so that all court calendar days made available to the CSA are used.
- Prepare pleadings, including summons, petitions, orders to show cause, motions, etc., for scheduled IV-D court hearings. Use appropriate Information Data System (KIDS) documents. If available, use the electronic filing system established by the Director of State Courts for filing documents with the circuit court.
- Draft interim orders.
- Prepare court orders, temporary orders, and judgments. Use the appropriate KIDS documents.
- KIDS Data Entry - appropriately disposition court hearings and create a KIDS case event to document all contacts and case actions taken by the Cooperative Agency.
- Attend, if available, training sessions provided by the County CSA, the Bureau of Child Support (BCS) and/or the Wisconsin Child Support Enforcement Association (WCSEA).
- Negotiate settlement agreements.
- Obtain prior approval from the Department of Children and Families (DCF) attorney for any compromise of support arrearages owed to the state.
- Notify the DCF attorney of any appearance on behalf of the State in any appeal involving an IV-D case.

Ensure equal opportunity and equal access in service delivery. Help the CSA and the courts identify the need for translation and interpretation services, and the need to provide reasonable accommodations or aids for people with disabilities.

CORPORATION COUNSEL STANDARDS OF PERFORMANCE

Reserve, at a minimum:

- At least ten (10) hours of conference time per week for IV-D cases.
- Seventy-five (75) hours per month of court time for child support activities and appear at hearings to represent the State's interest, up to seventy-five (75) hours per month.

A maximum of ten (10) cases per hour will be scheduled for court during the child support court schedule. It is expected the Cooperative Agency will conduct these hearings during the allotted time period.

Process and handle Bench Warrant hearings approximately quarterly each year.

Prepare:

- Pleadings within thirty (30) days before the hearing.
- Court orders within thirty (30) days following the hearing.

Review and sign the draft IV-D court orders within seven (7) working days.

Required Duties and Performance Standards

Meet all timeframes for taking legal actions and establishing and enforcing orders, as set forth in the federal regulations and state policies, to the extent possible.

Cooperate with the CSA to meet federal timeframes for IV-D services:

- Within 90 calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support, or complete service of process necessary to commence proceedings.
- For cases in which service of process is necessary, establish paternity and establish an order for support from the date of service of process:
 - within six (6) months in 75% of the cases, and
 - within twelve (12) months in 90% of the cases.
- Within 180 calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.

Comply with the Civil Rights Compliance standards for agencies that deliver services under contract with or sub-contracts/cooperative agreements with the DCF.

**Methods of Determining Costs and Procedures for Billing
Sauk County Corporation Counsel Cooperative Agency**

Under 45 CFR 304.21(c), states have discretion with respect to the method of calculating eligible expenditures. However, any method used must account for the specific costs incurred on behalf of cases receiving IV-D services.

Depending upon the county practices, different methodologies may be appropriate to identify and document Federal Financial Participation (FFP) eligible costs for the various Cooperative Agencies. Pursuant to federal regulations, the amounts charged to the child support program by the Cooperative Agency must be reasonable and necessary to provide IV-D services. Amounts charged must also be reasonably assignable to IV-D services, and fully documented in the IV-D agency financial records.

Methodologies for Determining Costs for Staff and Non-salary Items

Actual Time Accounting

The Lead Assistant Corporation Counsel works full-time on IV-D activities only

Staff:

Tori A Vesely

Sauk County Corporation Counsel or Assistant Corporation Counsel

Annual Total Hours: 1,705 hours * \$80.76 per hour = \$137,696.00

Documenting Allowable Costs for Non-Salary Items

The Cooperative Agency will claim non-salary IV-D costs to the extent that these costs are reasonable and necessary to assure quality IV-D services, and the amounts charged are reasonably assignable to the IV-D program, and the costs are not reported twice. Cooperative Agency non-salary costs will be charged to the IV-D program based on a lump sum amount that is to be negotiated each year. The negotiated amount is based on the most recent Central Services Cost Allocation Plan for Sauk County which excludes any salaries, wages, benefits, and other operational costs that have already been claimed as direct expense.

IV-D Activity Time Log (Sample)

County Agency/Department:
Month and Year:
Name of Person completing the form:
Title of Person completing the form:

[illegible]

I certify that the above IV-D activities were completed as indicated.

Signature: _____ **Date:** _____

Title: _____ **Monthly Total Units/Hours:** _____

ATTACHMENT 4: COOPERATIVE AGENCY BUDGET WORKSHEET - CORPORATION COUNSEL

COUNTY:	Sauk		
YEAR:	2022-2023		
NAME OR DESCRIPTION	POSITION/LOCATION	IV-D ALLOWABLE COSTS	FULL-TIME EQUIVALENT
SALARY & FRINGE:			
Tori A. Vesely	Lead Assistant Corporation Counsel	\$ 137,696.00	0.85
Future New Assistant Corporation Counsel Attorney			
TOTAL FTE'S			0.85
OTHER COSTS:	LOCATION	IV-D ALLOWABLE COSTS	
COURT TRANSLATOR			
MILEAGE, MEALS, CONF			
POSTAGE			
PRINTING			
REPAIRS & MAINT-COMP			
REPAIRS & MAINT-OFFICE			
SUPPLIES-OFFICE			
TELEPHONE			
INDIRECT COSTS		\$ 13,552.05	Detailed indirect cost plan documentation available upon request.
COOPERATING AGENCY IV-D BUDGET TOTAL		\$ 151,248.05	

IV-D ALLOWABLE COSTS SUBJECT TO 66% FFP		\$ 99,823.71	
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