

**WISCONSIN DEPARTMENT OF CHILDREN AND FAMILIES  
Division of Family and Economic Security  
Bureau of Child Support**

**To: Child Support Directors  
Child Support Supervisors or Lead Workers  
Child Support Attorneys**

**From: Director  
Bureau of Child Support**

**CHILD SUPPORT  
BULLETIN**

**No.: 09-30**

**Date: 10/20/2009**

**Subject: 2010 STANDARD COOPERATIVE AGREEMENT**

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**Background**

The State/County Child Support Contract, Section 3.4, requires that all agencies use the Standard Cooperative Agreement. The Standard Cooperative Agreement text may not be edited or modified by CSA's or cooperative agencies. There are no changes to the language in the Standard Cooperative Agreement.

The Standard Cooperative Agreement meets requirements under *CFR 303.107* and *45 CFR 304.21*. Applicable federal regulations and state regulations and statutory references are cited in the agreement.

Pursuant to the 2010 State/County Child Support Contract, section 3.4, agencies *may not claim* IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter that copies of appropriately signed cooperative agreements and the required attachments have not been provided to the CS Regional Administrator by the end of that calendar quarter. See Reporting Expenditures.

**Changes for 2010**

- Review and Adjustment Sample Duties and Performance Standards.  
The reference to CSB 07-24A and CSB 07-24B-R: these CSB's replace CSB ~ 06-19R, which is now obsolete.
- Resources: CSB 09-19 Reporting Child Support Expenditures and Program Income in CORE replaces CSB 07-11 and CSB 09-06.
- Dates: January 1, 2010 – December 31, 2010.

**Review and Adjust Sample Duties and Performance Standards**

Pursuant to CSB 07-24A and B r, Review and Adjustment (R&A) services must be available to all IV-D case participants. Practices will vary from county to county. CSAs have the option of providing R&A services using a pro se approach, and may include duties to support R&A processes in cooperative agreements with the clerks of court, family court commissioners, and/or other cooperating agencies.

For CSAs that elect to provide R&A services through cooperative agencies, some sample duties, performance standards and methodologies for determining costs have been added to Attachment 1.

Under federal regulations, expenditures that are covered by fees are not eligible for IV-D reimbursement. If a cooperating agency charges fees for pro se services, the cooperative agreement must specify the methodology used to determine the appropriate portion of the fees attributable as IV-D revenue and used to offset IV-D expenditures.

**Attachments 1, 2 and 3 must be modified** to reflect the actual duties, performance standards, methodology for determining costs and procedures for billing, and the budget for each cooperative agency, as required under federal regulation.

**Attachment 1: Required Duties and Performance Standards** must reflect a clear description of specific duties, functions and responsibilities of each party, and definite standards of performance.

Attachment 1 contains *examples* of required duties and performance standards that *may be used* for cooperating agencies. We anticipate that CSAs will use some but not all of the examples. CSAs may also modify or add duties and performance standards to reflect county practices.

**Attachment 2: Methods of Determining Costs and Procedures for Billing** must include methods of determining costs and procedures for billing by the cooperative agency.

Attachment 2 contains *examples* of methodologies of determining costs and procedures for billing routinely used by child support agencies. Under 45 CFR 304.21(c), the CSA has discretion with respect to the method of calculating eligible expenditures for cooperating agencies. However, any method used must account for specific costs incurred for IV-D services.

Child support agencies and cooperating agencies must segregate Title IV-D program activities from non-Title IV-D program activities.

**Attachment 3: Cooperative Agency Budget Estimates** must, *at a minimum*, specify the covered expenditures, and provide an estimate of the total annual amount eligible for FFP under the agreement.

Attachment 3 is a sample budget worksheet that has been developed for this purpose. This is the *preferred budget document*. The budget worksheet may include one or more cooperating agencies, as long as budgets for each of the cooperating agencies are shown.

### **Action Required**

For each cooperating agency:

- 1) Insert the name of the cooperating agency on page one and in the signature block on the last page. *Make no other changes to the agreement.*
- 2) Review the agreement with the cooperating agency, and negotiate the terms of Attachments 1, 2, and 3.
- 3) Obtain required signatures. The cooperative agreement/contract must be signed and dated by persons authorized to create a contractual arrangement between the child support agency and the cooperative agency. The cooperative agreement must be signed by both parties no later than March 31, 2010, to claim IV-D FFP reimbursement for cooperative agency expenses incurred during the first calendar quarter of 2010.
- 4) Submit Agreements and Attachments to CS Regional Administrators. After all CSA cooperative agreements have been signed, *send copies of the signed Cooperative Agreement and all three attachments for each agreement* to the Child Support Regional Administrator *by January 31, 2010.*
- 5) Throughout the year, you may enter into new agreements with new cooperating agencies. If you do so, you must send a copy of the new agreement, along with appropriate attachments, to your CS Regional Administrator immediately.
- 6) Maintain records. Under federal regulations, *45 CFR 304.22*, services purchased from other public agencies must be reasonable and necessary to carry out the child support program, and must be reasonably assignable to IV-D services and fully documented in the IV-D agency records. The cooperative agreements and the supporting documentation must be maintained for three years from the date of the submission of the final expenditure report.

### **CS Regional Administrator Review**

The CS Regional Administrators will review your agreements and ensure that required attachments are provided for each agreement. The CS Regional Administrators will return any cooperative agreement that is not submitted on the Standard Cooperative Agreement form or without the required attachments.

### **Disallowances Related to Cooperative Agreements**

Under federal regulation, *45 CFR 304.21(d)*, “FFP is available for the IV-D costs incurred as of the first day of the calendar quarter in which a cooperative agreement or amendment is signed by the parties sufficient to create a contractual arrangement under state law.” If no signed agreement is in place for a calendar quarter, expenditures incurred during the quarter for the cooperating agency are not eligible for federal reimbursement.

The State/County Child Support Contract requires that the county submit Single Audit findings to DCF each year. Most years the audit submissions have included child support disallowances for one or more counties. The disallowances are often related to child support expenses submitted for a period when there was no signed cooperative agreement, expenses charged to the child support program that are inappropriate, or expenses that were appropriate but not properly documented in the county’s financial records. Upon notification of Single Audit disallowance, DCF is required to initiate recovery of the FFP from the responsible county.

### **Reporting Expenditures**

Expenditures related to intra-county cooperative agreements must be reported on CORE Line Code 7474. These costs are limited to the expenditures incurred under a signed cooperative agreement and must be attributable to the child support program.

### **Purchase of Service Agreements, Other Contracts and Other Services**

CSAs may also enter into contracts or purchase of service agreements with private providers or vendors. The CSA must employ uniform purchasing and billing practices, and the expenditures must be reasonable, necessary, and directly attributable to the child support program. If a CSA is purchasing services from a private attorney, process server or other non-government organization it is not necessary to use the standard cooperative agreement. However, the language provided in this CSB may be used by a county when drafting contracts or purchase of service agreements with private process servers and/or private attorneys.