

Attachment 1  
**COOPERATIVE AGREEMENT/PURCHASE OF SERVICES AGREEMENT**

This AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the \_\_\_\_\_ County Department of Social Services, (hereinafter referred to as the “Department”), and \_\_\_\_\_ (hereinafter referred to as the “Attorney”), with offices located at \_\_\_\_\_.

WITNESSETH:

WHEREAS, Section 454 of the Federal Social Security Act, Sections 101 and 111-c of the Social Services Law of the State of New York, and the rules and regulations promulgated by the New York State Office of Temporary and Disability Assistance (OTDA), provide that the Department is responsible through its Child Support Enforcement Unit (CSEU) for providing child support services to eligible individuals, including the establishment of paternity, locating of noncustodial parents, and the collection, modification, adjustment and enforcement of support, including medical support, from legally responsible relatives of persons applying for, or receiving, public assistance and care, and foster care; and

WHEREAS, Code of Federal Regulations 45 CFR Section 302.33, Social Services Law SSL section 111-g, and New York Code of Rules and Regulations 18 NYCRR 347.17, require that services relating to the establishment of paternity and the establishment, modification, adjustment or enforcement of support obligations be made available to persons (hereafter referred to as “CSS recipients”): 1) not receiving public assistance and care, and foster care, upon application for such services; 2) upon the filing of a petition to establish paternity and/or support which makes application of child support services; or 3) for persons formally in receipt of public assistance, Medicaid or foster care; and

WHEREAS, 45 CFR Section 302.34, 303.107, Section 352-a(1)(d) of the Social Services Law and Section 347.4 of Volume 18 of the New York Code of Rules and Regulations require that cooperative agreements and purchase of services be in the form of written agreements meeting the requirements and rules set out in those sections of law; and

WHEREAS, the parties desire to enter into an agreement whereby the Attorney will provide legal services necessary to the fulfillment of the Department’s responsibilities under the child support program established pursuant to Title IV-D of the Social Security Act and the Social Services Law;

NOW, THEREFORE, it is agreed as follows:

I. Scope of Services

1. The Attorney shall represent the Department and appear as counsel in all proceedings where the Department or the Commissioner of the Department is a party as required to establish paternity, and establish, modify, adjust and enforce child support obligations and in all other actions or proceedings required or deemed appropriate to administer the child support program pursuant to Title IV-D of the Federal Social Security Act, as well as other federal and State law and regulation.

## Attachment 1

2. The Department shall refer to the Attorney appropriate cases where an individual has applied for Child Support Services (CSS) pursuant to Section 111-g of Social Services Law or is a former recipient of family assistance, Medicaid or foster care and has requested legal services and has executed and signed a *Right to Recovery Agreement for Legal Services*.
3. The Attorney shall also provide legal services in all cases or proceedings where the Department is required to provide child support services to child support agencies of other states and countries or individuals residing in other states or countries as required by federal and State law.
4. The Attorney will ensure that all legal services will be provided in a professional and thorough manner. Where a conflict is present or perceived, alternate arrangements to provide for legal services must be provided unless otherwise waived in a manner consistent with applicable ethics rules and guidelines. The Attorney agrees to provide all legal services under this Agreement in a manner to ensure that the IV-D agency is in compliance with federal and State law and regulations, including standards for processing child support enforcement cases and any timeframes established in Title 45 of the Code of Federal Regulations, Part 303 (45 CFR Part 303). In order to ensure this, the Attorney agrees to establish paternity or show the alleged father excluded as a result of genetic tests and/or legal process within one year of the later of successful service of process or the child reaching six (6) months of age, in all cases referred in which paternity has not yet been established. For all cases referred, the Attorney agrees to establish an order for support or complete service of process necessary to commence proceedings to establish a support order (or document unsuccessful attempts to serve process, in accordance with the state's guidelines defining diligent efforts to serve process) within ninety (90) calendar days of locating a noncustodial parent or of establishing paternity.
5. The Attorney agrees to comply with new or revised requirements issued by the federal Department of Health and Human Services, or OTDA, and the Department agrees to notify the Attorney of any directives or policy transmittals affecting the child support program.
6. The Department will provide the Attorney with all available information necessary to the conduct of tasks under this Agreement. The Attorney will promptly provide a report of all court appearances, including a summary of court determinations, next appearances, and address, employment or other information about the parties obtained in court. The Attorney shall also promptly provide copies of all orders or papers served in court.
7. The Attorney shall inform the Department of problems, delays, or adverse conditions which will materially impair the ability to obtain the objectives of the Agreement, as soon as the problems, delays or adverse conditions become known to the Attorney.

## II. Remuneration

The parties agree that the amount of funds to be paid to the Attorney is reasonable and necessary to assume quality services and is the most cost-effective way of providing these services. It is economically and organizationally feasible for the Department to contract with the Attorney for the performance of these services. If and so long as federal and State

Attachment 1

reimbursement is available therefore, the Attorney shall furnish services to the Department in accordance with standards prescribed by the Department and by OTDA.

III. CSS Recipients

1. It is agreed between the parties hereto that the cost of all legal services rendered by the Attorney, pursuant to this contract, excluding services to persons receiving legal services pursuant to an executed and signed *Right to Recovery Agreement for Legal Services*, shall not exceed \_\_\_\_\_ dollars per annum. The Attorney's budget shall be attached hereto and made part hereof as Appendix A. All costs that are claimed must be fully documented.

Select one of the following two options:

County Attorney

For any legal services rendered to a CSS recipient pursuant to a signed and executed *Right to Recovery Agreement for Legal Services*, the Attorney shall charge a standardized hourly rate. The standardized hourly rates must approximate the actual cost of legal services, and may include salary, fringe benefits, and administrative overhead costs. The SCU may charge the CSS recipient the standardized rate for the Attorney actually providing the legal services or the average standard cost of all attorneys providing legal services in child support cases. The initial hourly rate schedule shall be attached hereto as Appendix B. The CSS recipient may not be required to pay other costs or expenses, and Appendix B shall not include any such charges. The standardized hourly rate must be recalculated annually, and a new Appendix B provided to the Department. The Attorney assigned to each case will need to maintain accurate time records of the hours expended and services provided and provide the Department's Support Collection Unit (SCU) with the total cost of the legal services at the close of the proceeding using the forms provided in Appendices C and D. The SCU shall provide notice to the CSS recipient of the hours expended, the hourly rate of the legal services, and the total cost of the legal services provided. Where appropriate and permitted by law, the Attorney shall request a court order requiring the child support obligor to pay the cost of legal services.

Private Counsel

For any legal services rendered to a CSS recipient pursuant to a signed and executed *Right to Recovery Agreement for Legal Services*, the Attorney shall charge a standardized hourly rate. The initial hourly rate schedule is attached hereto as Appendix B. The CSS recipient may not be required to pay other costs or expenses, and Appendix B shall not include any such charges. The attorney assigned to each case will need to maintain accurate time records of the hours expended and services provided and provide the Department's SCU with the total cost of the legal services at the close of the proceeding using the forms provided in Appendices C and D. The SCU shall provide notice to the CSS recipient of the hours expended, the hourly rate of the legal services, and the total cost of the legal services provided. Where appropriate and permitted by law, the Attorney shall request a court order requiring the child support obligor to pay the cost of legal

## Attachment 1

services. The Department shall collect the attorney fees and forward them to the Attorney.

2. All claims for work accomplished under this contract will be prepared in accordance with federal and State law, regulations and directives. To the extent claims or information must be sent to the OTDA, the Department will transmit the claim or information.

### IV. Confidentiality and Record Keeping

1. The Attorney agrees that all information and data obtained in the performance of this Agreement is deemed confidential and will be used only for the intended purposes as provided in law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and State laws and regulations. The Attorney agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.
2. The Attorney agrees to maintain books, records, time reports, documents and other evidence and accounting procedures and practice which sufficiently and properly reflect all direct and indirect costs of any nature claimed in the performance of this Agreement.
  - a. These records shall be subject at all reasonable times to inspection, review, or audit by OTDA and other personnel duly authorized by the Department, as well as by federal Office of Child Support Enforcement.
  - b. Upon request of the Department, the Attorney agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Department.
3. The Department will provide reports, documents and other information that will enable the Attorney to perform its duties under this Agreement.
4. The Attorney agrees to maintain case records required by the Department and agrees that a review, including review of records, review of service policy and procedural issuances, review of staffing and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate federal and State personnel and other persons duly authorized by the Department.
5. The Attorney agrees to retain all books, records, and other documents relative to this Agreement for six (6) years after final settlement of this Agreement. Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period. If an audit by or on behalf

## Attachment 1

of the federal and/or State governments has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

6. The Attorney shall cooperate in developing a system of reports to be made periodically by the Department as are or may be necessary to comply with applicable federal and State requirements. The Attorney agrees to include these requirements in all subcontracts and assignments.

### V. Miscellaneous

1. This Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval. If State or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Attorney under this Agreement, then such loss shall be chargeable to the Attorney.
2. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by either the Department or the Attorney, for monies to be paid or services to be performed, beyond monies appropriated and available for the purpose thereof. In the event of loss of funding for the purpose of this Agreement, the Department shall not be liable for payment on account of, and the Attorney shall not be required to provide, the services contracted for hereunder.
3. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise regarding the subject matter of this Agreement, shall be deemed to exist, or to exist or to bind any of the parties hereto.
4. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
5. The Attorney shall not assign, transfer, convey or otherwise dispose of this Agreement or the Attorney's right, title or interest therein, or authority to execute this Agreement to any other person or corporation without written approval of the Department (which shall be attached to the original Agreement). No such approval by the Department of any assignment, transfer, conveyance or other disposition shall be deemed in any event or in any manner to provide that the Department incur any obligation in addition to the total agreed upon prices. No transfer or assignment shall be effective without the approval of OTDA.

### VI. Amendments/Termination

1. This Agreement shall be effective on \_\_\_\_\_, 20\_\_\_\_, and shall terminate on \_\_\_\_\_, 20\_\_\_\_; however claims may be submitted and paid for the Contract period until the year's accounting records are closed so long as the claims do not exceed the appropriated and reserved/encumbered dollars.

Attachment 1

2. This Agreement may be terminated by the Department upon thirty (30) days notice to the Attorney without cause or when deemed to be in the Department's best interest and immediately if for cause or if federal or State reimbursement is terminated or not allowed.
  
3. In the event this Agreement is terminated, suspended, revoked, nullified, or voided, the Department, as a settlement, agrees to pay for services rendered by the Attorney under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullifications or voiding. The Department may at its discretion process other necessary and proper costs, which the Attorney could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of this Agreement; provided such cost would have otherwise been allowable.
  
4. This Agreement may be amended whenever determined necessary or desirable by the Department and the Attorney. All amendments must be in writing, duly signed by both parties and annexed to the Contract. No amendment is effective until approved by the OTDA.

In witness whereof, the parties hereby execute this agreement

By: \_\_\_\_\_  
signature

By: \_\_\_\_\_  
signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ County  
Department of Social Services

\_\_\_\_\_  
Agency or Firm \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1  
APPENDIX C

New York Case Identifier: \_\_\_\_\_  
\_\_\_\_\_ Support Collection Unit

Name of Applicant: \_\_\_\_\_  
Address of Applicant: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**TIME RECORD FOR LEGAL SERVICES PROVIDED**

<b>Date</b>	<b>Name of attorney providing service</b>	<b>Description of service</b>	<b>Total time for service provided (round to nearest quarter hour increment)</b>

HOURLY RATE: \$ _____	TOTAL HOURS FOR LEGAL SERVICES: _____
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APPENDIX D

New York Case Identifier: \_\_\_\_\_  
 Name of Applicant: \_\_\_\_\_  
 Address of Applicant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TO:  
 \_\_\_\_\_ Support Collection Unit (SCU)  
 \_\_\_\_\_  
 \_\_\_\_\_

**RE: SCU Notice of Total Costs for Legal Services**

Legal services have been provided for the above applicant who executed a *Right to Recovery Agreement for Legal Services*. The rate provided to this applicant upon said Agreement was \$\_\_\_\_\_ per hour. Services provided to this applicant involved a total of \_\_\_\_\_ hours. The total costs for legal services provided are \$\_\_\_\_\_. Please notify the applicant under separate cover of the total costs of legal services.

Name of Attorney: \_\_\_\_\_  
 Signature of Attorney: \_\_\_\_\_  
 Date: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Attachment: Time Record for Legal Services Provided



## Attachment 1