

INTERGOVERNMENTAL AGREEMENT #23063

This agreement is entered into by the State of Oregon, acting by and through its Department of Justice, Division of Child Support (hereinafter “DCS”), the County of Tillamook (hereinafter “County”), and the District Attorney of Tillamook County (hereinafter “DA”). DCS, County, and DA are collectively referred to herein as “Parties.”

1. PURPOSE OF THIS AGREEMENT

This Agreement is for the purpose of redistributing the responsibilities described in ORS 25.080 and authorizing DCS to assume, pursuant to ORS 25.080(6), the support enforcement responsibilities previously assigned to the DA. Its further purpose is to enable the parties to obtain federal financial participation pursuant to 42 USC § 651 *et seq.*, and 45 CFR Part 301 *et seq.*, to help offset costs incurred in carrying out the Agreement’s terms.

2. TIME PERIOD

This Agreement is effective commencing on November 1, 2021, regardless of when the Agreement is signed by all Parties and approved as required by applicable law, and shall continue unless terminated by all of the Parties in accordance with the terms of this Agreement.

3. TERMINATION OF PRIOR AGREEMENT

The Parties agree that the Department of Justice Cooperative Agreement for Child Support Enforcement (#19304) dated June 26, 2019, as amended, is terminated effective October 31, 2021. The Parties further agree that the 90-day notice required by paragraph 11(b)(i) of Cooperative Agreement #19304 is expressly waived by mutual consent.

4. CONSIDERATION

In exchange for assuming new support enforcement responsibilities, DCS will retain incentive and other federal and state funds previously received by County and DA. County and DA agree to transfer current active files to DCS and to respond to any DCS or AAG inquiries thereon.

5. TERMINATION

This Agreement may be terminated with a thirty-day written notice to the other parties. The parties recognize that the County, DA, and DCS may provide by agreement for assumption by DCS of the functions of the DA, pursuant to ORS 25.080(6), and hence this Agreement is optional, but all county governing bodies and all district attorneys must enter into child support cooperative agreements with DCS under ORS 25.080 (7) for child support services.

Notice of any termination and request to enter into a new agreement for child support services must be in writing and may be delivered by regular mail. Any termination of this Agreement shall not affect and shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

6. DCS, COUNTY, AND DA PERFORMANCE

DCS, County, and DA agree:

A. DCS will assume the DA's statutory support enforcement functions set forth in ORS 25.080. Upon request of an applicant and pursuant to ORS 25.080, DCS shall:

- (1) Take prompt and appropriate action to establish paternity or to establish, enforce, or modify support pursuant to ORS Chapters 18, 25, 107, 108, 109, 110 and 416 and through the use of any other applicable civil enforcement remedy.
- (2) Establish and enforce medical child support required by ORS 25.321 to 25.343 and OAR 137-055-3340, 137-055-4620 and 137-055-4640.
- (3) Maintain support payment records and receive and disburse support payments for all cases referred to DCS under ORS 25.160 or ORS 25.164, and promptly initiate and complete all appropriate actions.

B. For the purpose of this Section, an applicant is defined as a person:

- (1) Who has signed a written application as required by 42 USC § 654(4)(A) and 45 CFR 302.33(a);
- (2) Who has authorized continuing enforcement services as provided by 45 CFR 302.33(a), provided that person is not otherwise receiving enforcement services from DCS pursuant to ORS 25.080 or ORS 25.381; or
- (3) Who requests that support payments be made to DCS pursuant to ORS 25.164.

C. County and DA will maintain and at all reasonable times provide access to and, if requested, copies of the below listed records for inspection, review, or audit by DCS, the Division of Audits of the Office of the Secretary of State or by authorized federal officials for a period of six (6) years from November 1, 2021:

- (1) Records of support enforcement services provided;
- (2) Records of costs pertaining to Cooperative Agreement #19304 for Child Support Enforcement; and
- (3) Such other records as may be required by the United States Department of Health and Human Services.

D. All DA child support cases will be managed as part of the DCS caseload and handled in the same manner as other DCS cases.

- E. DA will ensure that all child support case documents from the court, parties, employers or other individuals or entities received by DA on or after November 1, 2021, be provided to DCS as soon as possible upon execution of this agreement. Documents should be mailed to the Oregon Child Support Program at:

For UPS delivery:
4600 25th Ave NE, Suite 180
Salem, OR 97301

or

For USPS delivery:
Oregon Child Support Program
PO Box 14680
Salem, OR 97309

- F. In accordance with state and federal law, County and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, and obligations to comply with applicable federal requirements contained in the Cooperative Agreement #19304, continue, notwithstanding termination of that Cooperative Agreement pursuant to Section 3 of this Agreement.
- G. DCS retains right to recover from County, in accordance with the terms of the Cooperative Agreement #19304, any Grant moneys for reimbursement requests or incentive payments for any time period after October 31, 2021.
- H. DCS will reimburse County in accordance with and at rates set forth in Section 3.a. of the Cooperative Agreement #19304, for all Allowable Costs necessarily incurred and paid by County or DA for the time period it operated the Program through October 31, 2021; provided, however, that DCS shall have no obligation to reimburse Allowable Costs more than two years after the date that County or DA incurred the cost.
- I. All parties agree to make reasonable good faith efforts to minimize disruption or other problems associated with the termination of the Cooperative Agreement #19304, and to cooperate in ensuring an orderly transfer of child support service case responsibilities to DCS.
- J. On July 13, 2021, DCS disbursed the incentive payment for the period of July 1, 2021, through September 30, 2021. DCS will process the final incentive payment prior to October 31, 2021. The DA and County will not receive any additional incentive payments after October 31, 2021.
- K. The DA shall transfer to DCS all personal property on the list attached as Exhibit B, if any. All items listed on Exhibit B, including case files, will be available for DCS to pick up and transport effective October 28, 2021.

7. TRANSFER OF CURRENT COUNTY EMPLOYEES

- A. There are no County employees who will be offered a transfer of employment to DCS in accordance with the provisions of the Oregon Transfer of Public Employees Statute (ORS 236.605, et seq.) under this agreement.
- B. If any of the employees of the Family Support Division of the DA’s office make a claim for and receive Unemployment Benefits, the County is solely responsible for repayment of those benefits to the State of Oregon Employment Department.

8. NON-DISCRIMINATION

The parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

9. COMPLIANCE WITH LAW

The parties to this agreement will comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement, including the relevant parts of 45 CFR 92, Title IV-D of the Social Security Act and its implementing federal regulations, and the state and federal laws described in Exhibit A, attached hereto and incorporated herein by this reference.

10. GENERAL PROVISIONS

- A. Severability. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provision so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
- B. Entire Agreement. This Agreement constitutes the entire Agreement among the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW THEIR RESPECTIVE SIGNATURES.

APPROVED FOR LEGAL SUFFICIENCY in accordance with DOJ policy:

By: /s/ Steven Marlowe by email dated October 26, 2021.
Assistant Attorney General

DEPARTMENT OF JUSTICE

By: _____
Frederick M. Boss, Deputy Attorney General Date

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DIVISION OF CHILD SUPPORT

By: _____
Kate Cooper Richardson, IV-D Director Date

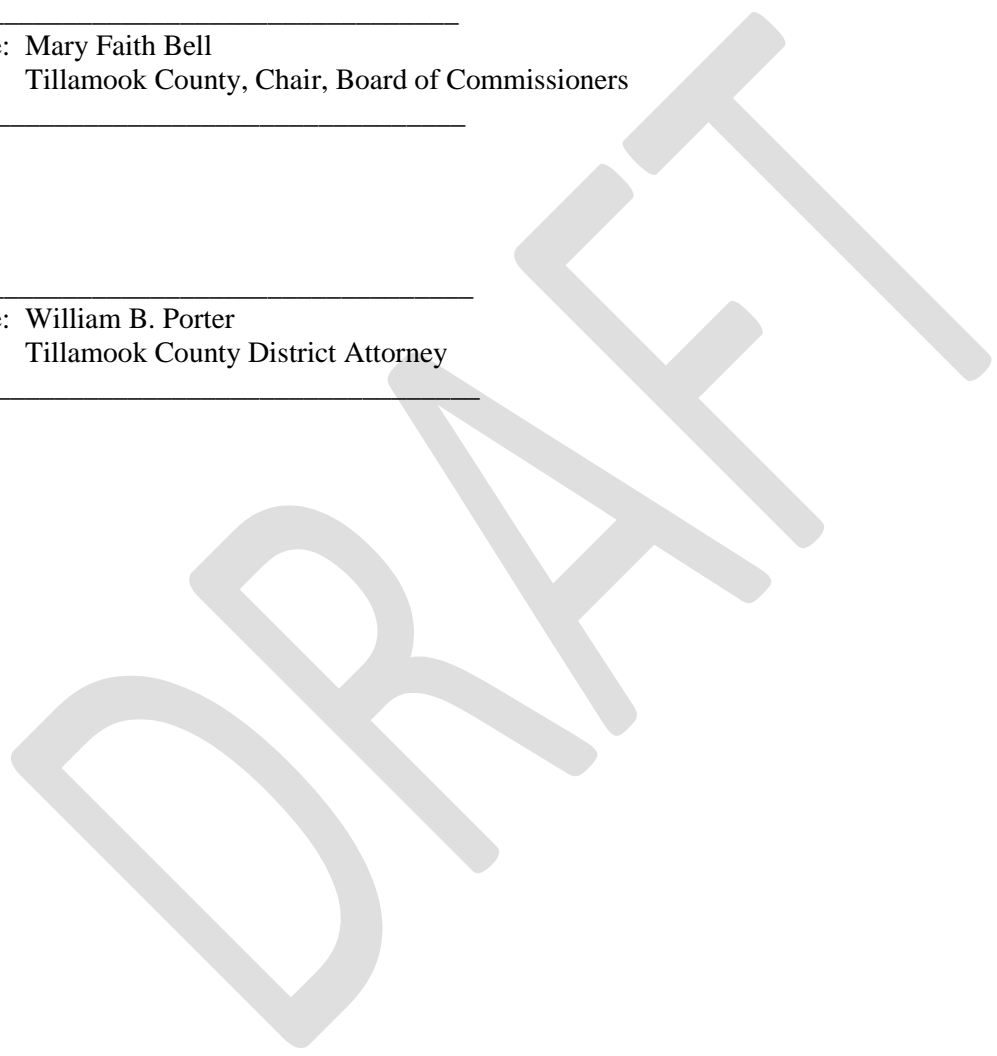
TILLAMOOK COUNTY

By: TILLAMOOK COUNTY GOVERNING BODY

By: _____
Name: Mary Faith Bell
Title: Tillamook County, Chair, Board of Commissioners
Date: _____

DA

By: _____
Name: William B. Porter
Title: Tillamook County District Attorney
Date: _____



**DEPARTMENT OF JUSTICE
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 9 of the Agreement, the parties will comply with the following requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Subrecipient and DA shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. Subrecipient and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Resource Conservation and Recovery. Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in Office of Management and Budget 45CFR, part 75, subpart F entitled “Audits Requirements.”

8. Debarment and Suspension. Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all activities, services and training associated with the Program.

10. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 et. seq.).

12. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, “Contractor 45-Day Notification Procedures,” Subrecipient or

DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a “Contractor 45-Day Notification” letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, “Contract Language for General Services” in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public’s access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

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**DEPARTMENT OF JUSTICE
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
PERSONAL PROPERTY**

Number of Tillamook County DA support cases as of October 15, 2021: 283 total cases

All of the above identified cases and files, as well as any cases and files received by the Tillamook County DA after October 31, 2021, will be included in the transfer of documents from Tillamook County DA to DCS.

NUMBER OF PAPER FILES THAT WOULD TRANSFER:

Effective November 1, 2021, until such time as the paper files can be transferred to DCS, those files will be housed in a Tillamook County DA office which will be closed and locked. DCS will complete an inventory of the files received and transported from the Tillamook County DA office.

EQUIPMENT:

The County and DA certify that there are not any material purchases that were submitted for Federal or State fund reimbursement to DCS. The County has two devices with net book values.

1. Multifunction device
Tillamook County Asset #: 12553
Make/Model: HP LaserJet 479
S/N: MXBCN342G0
Acquisition Date: 9/18/2020
Acquisition Value: \$625
Net book value: \$400
2. Laptop
Tillamook County Asset #: 11773
Make/Model: Dell Latitude 5490
S/N: 5MTWTP2
Acquisition Date: 7/16/2018
Acquisition Value: \$1,159.52
Net book value: \$405.93

The County does not wish to purchase the federal share on those devices, and the devices have no value to DCS because they are not compliant with the specifications for department equipment. The County will scrub all data from the laptop. DCS will take possession of the above devices when the paper files are picked and dispose of them.

Furthermore, the County and DA certify that all computers and equipment used for Child Support purposes will have the hard drives scrubbed of all child support data, and that any confidential child support information has either been destroyed or will be transferred to DCS no later than the date that DCS transports the paper files from the DA Office.