



John S. Foote, District Attorney for Clackamas County

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June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

AGREEMENT #15421 COOPERATIVE AGREEMENT FOR CHILD SUPPORT SERVICES

Purpose/Outcomes	The District Attorney's implementation of its child support services in accordance with applicable federal law. The objectives of the District Attorney's Child Support Program are to (1) locate non-custodial parents, (2) establish paternity, (3) obtain child, spousal and medical support, (4) distribute support payments, and (5) enforce the support obligations owed by noncustodial parents for their children.
Dollar Amount and Fiscal Impact	The District Attorney's Office is reimbursed for 66% of actual Allowable Costs necessarily incurred and paid by the District Attorney, to operate the Program during the term of this Agreement. In addition, an average of \$200,000 in incentive funds is collected annually, as determined by OAR 137-055-1500. Incentive funds may be used solely for reinvestment in the Program.
Funding Source	US Department of Health and Human Services under Federal Title IV-D of the Social Security Act through the Oregon DOJ and State General Funds through the Oregon DOJ.
Safety Impact	The District Attorney's Office collects well over \$20 million dollars a year in child support payments. Every dollar collected through the program goes directly to the custodial parent for the benefit of the minor child or children.
Duration	July 1, 2015 – June 30, 2019
Previous Board Action/Review	Approved Amendment #2 to DOJ Cooperative Agreement Child Support Enforcement on May 20, 2010, which extended the agreement for another five years.
Contact Person	Sarah Brown, Administrator – District Attorney's Office – 503-650-3532

BACKGROUND:

The Clackamas County District Attorney's Office Child Support Enforcement program provides parents with minor children legal assistance in establishing, modifying and collecting child support, and medical support and with legally establishing paternity.

The District Attorney's Family Support staff work cooperatively and collaboratively with all Oregon county jurisdictions, state and federal agencies, with all 50 states and foreign governments in the establishment and collection of child support and medical coverage.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached contract between Clackamas County and the Children's Center of Clackamas County as submitted.

Respectfully submitted,

Sarah Brown

AGREEMENT #15421

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice (“Department”), Clackamas County (“Subrecipient”), and the District Attorney for Clackamas County (“DA”).

RECITALS

1. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services (“the State Plan”) in accordance with Title IV-D of the Social Security Act.

2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan (“Federal Financial Participation”).

3. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.

4. ORS 25.080(7) requires Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA’s implementation of its child support services in accordance with applicable federal law.

5. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA’s implementation of its child support services in accordance with applicable federal law and to provide for the Department’s subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. **Effective Date and Term.** This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2019 (“Expiration Date”).

2. Grant.

a. Base Grant. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

b. Incentive Funding. In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

c. General Fund Appropriation. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. Funds Availability. The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2015, and ending on June 30, 2019 (Funds Availability Period).

3. Disbursement and Recovery of Grant Moneys.

a. Disbursement Generally.

i. Base Grant. Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2015 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, or disallowed as part of a federal or state audit or review. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from funds other than those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs

are those defined in 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. **Personal Services:** Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. **Materials and Contracted Services:** The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. **Administrative Costs:** Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan, an amount equal to not more than 10 percent of the straight time salary or wages paid by Subrecipient or DA to employees for work directly related to the Program.

iv. **Capital Outlay:** The cost of equipment or furniture with a unit cost of \$5,000 to \$25,000, and the cost of equipment or furniture with a unit cost in excess of \$25,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. **Incentive Funding.** The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87).

5. **Records Maintenance, Audit, Access, and Confidentiality.**

a. **Maintenance of Records.** Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the

generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 2 CFR Part 200, Subpart F. Subrecipient shall comply with 2 CFR Part 200, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 2 CFR Part 200, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 2 CFR Part 200, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the

United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities.

g. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the “Oregon Child Support Program”). The parties further agree and acknowledge that the director of the Department’s Division of Child Support is the Oregon IV-D Director (the “Oregon Child Support Program Director”) and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a is to support the Oregon Child Support Program Director’s responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Policy and Procedure Coordination. Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affect the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal “Truth in Lobbying Act” (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department’s federally certified Child Support Enforcement Automated System (“CSEAS”) or any federally certified successor system, via a mutually agreed connection, for

computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with CSEAS database access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to the CSEAS database; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access the CSEAS database, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using the CSEAS data system programs and information in the database, including support for generation of automated forms, printer connectivity, RACF administration, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access the CSEAS computerized database and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in the CSEAS database. Department's obligation to provide the DA and Subrecipient with access to CSEAS is subject to satisfaction of each of the following conditions precedent:

(a) The State Data Center, operated by Oregon Enterprise Technology Services and housing the CSEAS database, is operational.

(b) Provision of such access will not degrade the service provided to other users of the CSEAS database.

(c) Subrecipient assumes the reasonable cost of providing the information systems and database service.

(d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), the computer terminals, printers, and other ancillary information technology equipment, necessary to access CSEAS, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in CSEAS to authorized Subrecipient and DA personnel who have a need to access CSEAS information to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in the CSEAS database is compatible with the CSEAS computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. Safeguards for Protecting Federal Tax Information. In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075.

iii. Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information. In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process FPLS and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

7. Department Obligations. In addition to Department's obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal office of Child Support Enforcement (“OCSE”) with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

e. Based on and to the extent of information entered into the CSEAS computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into CSEAS.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

iii. Subrecipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

10. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. **DA Termination.** After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. Subrecipient Termination. After consultation with DA, Subrecipient may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and DA;

ii. Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b.

b. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient.

Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Oregon Child Support Program Director
Department of Justice
Division of Child Support
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient:

Clackamas County, Chair, Board of Commissioners
John Ludlow
2051 Kaen Road
Oregon City, Oregon 97045

Notices to DA:

Clackamas County District Attorney
John S. Foote
807 Main Street,
Oregon City, Oregon 97045

a. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

b. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

c. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

d. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the

operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

e. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

f. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

h. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

i. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

j. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

k. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

l. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

m. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By: _____

Frederick M. Boss
Deputy Attorney General

Date: _____

CLACKAMAS COUNTY

By: CLACKAMAS COUNTY GOVERNING BODY

By: _____

Name: John Ludlow
Title: Chair, Board of Commissioners
Date: _____

DA

By: _____
Name: John S. Foote
Title: Clackamas County District Attorney
Date: _____

Approved for legal sufficiency in accordance with ORS 291.047:

/s/ Keith Kutler, per email dated 6-4-15
Assistant Attorney General Date

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110 or 416 or ORS 419B or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

1. The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: a) the State Plan; (2) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (3) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
2. Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
3. Subrecipient and DA shall comply with the following non-discrimination requirements:
 - a. Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - i. Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
 - ii. Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
 - b. Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.e, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal 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 32.100 to 32.145, 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 2 CFR Part 200, Subpart F.

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>.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT C
ANNUAL LETTER**

April 1, _____

County _____

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 2, Part 200 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant

Fiscal Year: July 1, _____ – June 30, _____

Catalog of Federal Domestic Assistance (CFDA): Program No 93.563

Federal Award Identification: __04ORCSES

45 Code of Federal Regulations (CFR): Parts 300 through 308

Grant Agency: United States Department of Health and Human Services

Period of Performance Start and End Date: From October 1, _____ to September 30, _____

Award is not Research and Development (R&D)

Indirect Cost Rate: per CFR 200.414 (de minimus rate is 10% of wages- not including overtime, benefits or shift premiums.)

Single Audit Threshold: \$750,000

Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.

Indicate your county name in each section of the form as provided.

Return no later than June 30, _____, to the address above or via electronic copy to the email address below.

Section A: If all the statements are true, sign, and date the certification; then skip to Section C.

Section B: Complete this section if there were findings with your single audit or it has not yet been completed; then go to Section C.

Section C: All subrecipients must complete this section. The information is used in connection with Oregon's Child Support Program subrecipient review and monitoring process.

Section D: All subrecipients must complete this section. Fiscal Federal Funding Accountability and Transparency Act.

SECTION A

County _____

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, _____ all of the following three statements are true:

- Financial statements received an unqualified opinion from our independent certified public accountants; and

- The administration of our federal projects has been audited in accordance with CFR Title 2 part 200, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

- There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Printed Name

Signature

Title

Date

SECTION B

County _____

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30 _____:

- We have completed our CFR Title 2 part 200 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.

- There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.

- We have not completed our CFR Title 2 part 200 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):

- Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 2 part 200, single audit.

Prepared By

Date

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring subrecipients. On-site visits are typically included with the methods of monitoring activities commonly used. Rather than the Program visiting each site annually, subrecipients are asked to respond to each question and supply explanations as required. In addition, some sites will be visited on an annual basis. If your office is scheduled to receive an on-site visit, you will receive additional information at least 30 days prior to our arrival. Whether or not you are scheduled for an onsite review, the following questionnaire must be completed and returned to the Program by June 30, _____.

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with CFR 2 and CFR 45 (Child Support Code of Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any major remodel costs or projects have been preapproved by the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Financial records are retained for a period of 3 years after the close of the grant. The CSP grant is open for 2 years after the closing date. Five years in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost and disposal date and cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate maintenance procedures keep the property in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When electronic equipment is disposed of all information is wiped from any hard drives, or the hard drive is destroyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When assets are disposed of, any income is reported to the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All Program income is declared on the grant expenditure reimbursement request as either a reduction of expense or income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the Program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to assure that services were rendered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Prepared By

Date

Signature of County Child Support Program Representative

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 1,

Section D:

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 Oregon Child Support Program (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DCS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DCS detailing which of the below statements it cannot certify and why.

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

<u>Subrecipient Information</u>			
_____ Street Address		_____ Legal Name of Subrecipient	
	City	State	Zip

<u>FFATA Contact # 1</u>	<u>FFATA Contact # 2</u>
Name _____	Name _____
Email _____	Email _____
Phone _____	Phone _____

ZIP Code: 9-digits Required www.usps.com

--	--	--	--	--	--	--	--	--	--

DUNS Number: 9-digits Required <http://fedgov.dnb.com/webform>

--	--	--	--	--	--	--	--	--	--

State of Oregon Tax Identification Number (TIN) 9 Digits

--	--	--	--	--	--	--	--	--	--

Fiscal Federal Funding Accountability and Transparency
Act
(FFATA) Certification

April 1,

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000*

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date