

POLK COUNTY BOARD OF COMMISSIONERS

DATE: July 12, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Homeless Prevention Advisory Council meeting on July 12, 2023 has been canceled.
 - (c) The Polk County Board of Commissioners will be attending a lunch and learn meeting with the Polk County District Attorney's office on July 18, 2023, located at 820 SE Church St Ste 100, Dallas Oregon.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM July 5, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. LENGTH OF SERVICE AWARDS – Matt Hawkins**
 - Josh James, 15 years of service
 - Donna Smith, 15 years of service

CONSENT CALENDAR

- (a) Polk County Contract No. 23-136, Employment Agreement
(Greg Hansen, Administrative Officer)
- (b) Polk County Contract No. 23-137, Employment Agreement
(Greg Hansen, Administrative Officer)
- (c) Polk County Contract No. 23-138, Service Contract
(Aaron Felton, District Attorney)
- (d) Polk County Contract No. 23-140, Department of Justice, Child Support Services
(Aaron Felton, District Attorney)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION
PURSUANT TO ORS 192.660.**

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

PUBLIC HEARING FORMAT

Land Use

1. Chairman opens hearing.
 - a. Reading of hearing request or appeal statement.
 - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.
 - a. Individuals in favor of the application or appeal.
 - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
 - a. Staff.
 - b. Applicant (Appellant).
 - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES July 5, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:02 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Pope were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Homeless Prevention Advisory Council will be meeting on July 12, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

**MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED,
TO APPROVE THE AGENDA.**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF June 28, 2023

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED,
TO APPROVE THE MINUTES OF June 28, 2023.**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

**MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED,
TO APPROVE THE CONSENT CALENDAR.**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- (a) Polk County Contract No. 23-125, Service Contract
(Rosana Warren, Behavioral Health)
- (b) Polk County Contract No. 23-126, Service Contract
(Rosana Warren, Public Health)
- (c) FY2023 Forest Service Payments to States
Election to receive and allocate payment
(Greg Hansen, Administrative Officer)
- (d) Polk County Contract No. 23-127, Service Contract
(Rosana Warren, Behavioral Health)
- (e) Polk County Contract No. 23-128, Service Contract
(Rosana Warren, Behavioral Health)
- (f) Polk County Order No. 23-09, Solid Waste Rate Increase
(Austin McGuigan, Community Development Director)
- (g) Polk County Contract No. 23-129, Service Contract
(Rosana Warren, Behavioral Health)
- (i) Polk County Contract No. 23-130, Service Contract
(Rosana Warren, Behavioral Health)
- (j) Polk County Contract No. 23-131, Service Contract
(Rosana Warren, Public Health)
- (k) Polk County Contract No. 23-132, Service Contract
(Rosana Warren, Behavioral Health)
- (l) Polk County Contract No. 23-133 (Amendment 1 to Contract No. 23-25, Rede
Group
(Rosana Warren, Public Health)
- (m) Polk County Contract No. 23-135, Service Contract
(Rosana Warren, Public Health)

There no need for an executive session and Commissioner Gordon adjourned the meeting
at 9:03 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda
Approved: July 12, 2023

EMPLOYMENT AGREEMENT

This Agreement, is between POLK COUNTY, a political subdivision of the State of Oregon, through its Board of Commissioners, and Jodi Merritt, hereafter referred to as "Merritt".

WHEREAS, Polk County is desirous of engaging the services of Merritt as the Community Corrections Director for Polk County, and Merritt is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

Section 1. Employment

In consideration of the salary payments and other benefits to Merritt hereafter described, Merritt agrees to act as the Community Corrections Director for Polk County, and to carry out to the best of her ability all the duties imposed on her by Polk County through its Board of Commissioners and contained in the Community Corrections Director's job description, attached hereto, subject to modifications by the Board after consultation with the Community Corrections Director; and such other duties as the County from time to time may require of her, to the reasonable satisfaction of the Board of Commissioners.

Section 2. Term of Agreement, Termination, Severance Pay

(a) The term of this Agreement shall be for a period beginning at the time of signature through June 30, 2026 Merritt is obligated to give 30 days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of Merritt at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

(b) Should Merritt's employment be terminated by the Board of Commissioners during the term of this agreement for any reason other than those enumerated in paragraph (c) of this section, Merritt will be entitled to three (3) months of full salary as severance pay.

(c) Merritt is not entitled to severance pay described in paragraph (b) of this section if dismissed for:

- (1) Conviction of a felony;
- (2) Conviction of any other crime which involves moral turpitude or which, in the sole judgment of the Board of Commissioners, reflects discredit on Polk County;
- (3) Violation of any ethical standard imposed by Polk County ordinance, resolution, order or State of Oregon statutes and regulations; and
- (4) Malfeasance in office or willful or wanton neglect of duty.

Section 3. Compensation

Effective on Merritt's starting date, Merritt shall receive a salary of **\$11,027** per month.

Merritt shall receive the same cost of living adjustment (COLA) that other Non-represented employees of the County receive.

Upon successful completion of her annual performance evaluation (Above Average or higher), Merritt is eligible, based upon fiscal constraints, for a salary increase of up to 1% (to be determined by the Administrative Officer).

Section 4. Benefits Generally

All provisions of the Polk County Personnel Rules relating to vacation, sick leave, holidays and other fringe benefits and working conditions as they now exist, or may hereafter be amended, shall apply to Merritt as they would to any unclassified employee, except as otherwise stated in this Agreement. This position is considered salary exempt.

Section 5. Expenses

Polk County shall pay Merritt \$300 per month for expenses. In return, Merritt shall not apply to Polk County for mileage reimbursement or meal reimbursement. Lodging and travel-related expenses shall be reimbursed at cost or paid by the County prior to attending.

Section 6. Personal Leave

Polk County agrees to ten (10) additional days of personal leave to be used each fiscal year. Personal leave days shall not carry over from one fiscal year to another.

Section 7. Waiver or Modification

No waiver or modification of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereunder. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by the parties. The parties further agree that the provisions of this section shall not be waived.

Section 8. Disputes

All disputes shall be decided by County Counsel. All such decisions are final.

Section 9. Severability

If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 10. Governing Law

This contract shall be construed and interpreted for all purposes as executed in the State of Oregon, and subject to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope

Jodi Merritt

Lyle Mordhorst

Approved as to form:

County Counsel

EMPLOYMENT AGREEMENT

This Agreement, is between POLK COUNTY, a political subdivision of the State of Oregon, through its Sheriff, and Dean Bender, hereafter referred to as "Bender".

WHEREAS, Polk County is desirous of engaging the services of Bender as the – Emergency Operations/Communications Manager for the Polk County and Bender is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

Section 1. Employment

In consideration of the salary payments and other benefits to Bender hereafter described, Bender agrees to act as the Emergency Operations/Communications Manager, and to carry out to the best of his ability all the duties imposed on him by Polk County and contained in the job description, attached hereto, subject to modifications by the Administrative Officer/Polk County after consultation with the Manager; and such other duties as the County from time to time may require of him, to the reasonable satisfaction of the Administrative Officer/Board of Commissioners.

Section 2. Term of Agreement, Termination, Severance Pay

(a) The term of this Agreement shall be for a period beginning at the time of signature through June 30, 2026. Bender is obligated to give 30 days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of Bender at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

(b) Should Bender's employment be terminated by the Board of Commissioners during the term of this agreement for any reason other than those enumerated in paragraph (c) of this section, Bender will be entitled to three (3) months of full salary as severance pay.

(c) Bender is not entitled to severance pay described in paragraph (b) of this section if dismissed for:

- (1) Conviction of a felony;
- (2) Conviction of any other crime which involves moral turpitude or which, in the sole judgment of the Board of Commissioners, reflects discredit on Polk County;
- (3) Violation of any ethical standard imposed by Polk County ordinance, resolution, order or State of Oregon statutes and regulations; and
- (4) Malfeasance in office or willful or wanton neglect of duty.

Section 3. Compensation

Bender shall receive a salary of \$ 10,250 per month starting July 1, 2023.

Bender shall receive the same cost of living adjustment (COLA) that other Non-represented employees of the County receive through the duration of this agreement starting July 1, 2024.

Section 4. Benefits Generally

All provisions of the Polk County Personnel Rules relating to vacation, sick leave, holidays and other fringe benefits and working conditions as they now exist, or may hereafter be amended, shall apply to Bender as they would to any unclassified employee, except as otherwise stated in this Agreement. This position is considered salary exempt.

Section 5. Expenses

In addition to salary, Polk County shall pay Bender \$300 per month for expenses. In return, Bender shall not apply to Polk County for mileage reimbursement or meal reimbursement. Lodging and travel-related expenses shall be reimbursed at cost by the County.

Section 6. Administrative Leave

Polk County agrees to 130 hours of administrative leave to be used each fiscal year. Personal leave hours shall not carry over from one fiscal year to another.

Section 7. Vacation Compensation

In addition, Polk County shall pay Bender, at the end of the calendar year, for all accrued vacation hours in excess of 250 hours. Payment for those hours shall be on the established hourly rate and shall be paid in cash. At no time, shall payment of those hours exceed 80 additional hours. Hours in excess of 80 hours shall be eliminated from Bender's use.

Bender shall be allowed access to the vacation buyout clause that other non-represented employees and AFSCME employees receive.

Section 8. Consulting

During the duration of this Agreement, Bender may provide consulting services to outside organizations as long as it does not conflict or adversely affect Polk County. Prior to providing consulting services, Bender will notify the Administrative Officer and/or the Board of Commissioners of these consulting services.

Section 9. Waiver or Modification

No waiver or modification of this Agreement or any part thereof shall be valid unless in writing and duly

executed by the parties hereunder. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by the parties. The parties further agree that the provisions of this section shall not be waived.

Section 10. Disputes

All disputes shall be decided by County Counsel. All such decisions are final.

Section 11. Severability

If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 12. Governing Law

This contract shall be construed and interpreted for all purposes as executed in the State of Oregon, and subject to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of July, 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope

Dean Bender

Lyle Mordhorst

Approved as to form:

County Counsel

MEMORANDUM

TO: Polk County Board of Commissioners

FROM: Aaron Felton, District Attorney



DATE: July 5, 2023

SUBJECT: Contract Agreement with Dr. Steven Fletcher to be the Polk County Medical Examiner.

RECOMMENDATION: Approve and sign the contract agreement with Dr. Fletcher to be the Polk County Medical Examiner.

ISSUE: Current Medical Examiner Dr. Steven Fletcher's contract expired June 30, 2023.

BACKGROUND: We have six Medicolegal Death Investigators who perform the bulk of the tasks performed by the Medical Examiner. They are the ones responding in person when required and are releasing bodies on behalf of the medical examiner from the scene. The Medicolegal Death Investigators do not have the legal authority to sign death certificates and therefore it is necessary to contract with a licensed physician. This contract runs from July 1, 2023 through June 30, 2024.

DISCUSSION/ALTERNATIVES:

- A. Approve attached contract.
- B. Do not approve attached contract.

SUMMARY:

N/A

FISCAL IMPACT:

The Medical Examiner receives \$350.00 per month to perform the duties outlined in this contract.

AGREEMENT

This Agreement made and entered into by and between POLK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and Steven Fletcher, M. D., hereinafter referred to as "Contractor."

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation; and

WHEREAS, Contractor has available, or can cause to be provided, the facilities and staff required for the performance of said services;

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

SECTION I – SERVICES

- A. Effective Date. This Agreement is effective July 1, 2023 and shall terminate on June 30, 2024. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- B. The County is desirous of securing the services for the Contractor to provide Medical Examiner services to Polk County.
- C. The Contractor is located at 2636 Westminster Way, Albany, OR 97321; telephone – (541)619-2574; however, most services provided herein shall be provided by telephone, written contact with deputy medical examiners or within Polk County.
- D. Services shall be provided in accordance with the document entitled Exhibit I and, which is attached and is made a part of this Agreement.

SECTION II – CONSIDERATION

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 2023, and ending June 30, 2024, the County will pay the Contractor, by check(s), at the rate of \$350.00 per month.
- B. Payment for services provided during any period of less than one (1) month shall be prorated on a daily basis.
- C. It is agreed that any payment or reimbursement received by the Contractor from persons served under this Contract shall be promptly submitted by the Contractor to the County.
- D. Contractor is engaged hereby as an independent Contractor, and will be so deemed for purposes of the following:
 - 1. Contractor will be solely responsible for the payment of any Federal or State taxes required as a result of this Agreement.
 - 2. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability

insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System.)

3. The Contractor is an Independent Contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Contract. If the Contractor has the assistance of other persons in performance of this Contract, the Contractor shall qualify and remain qualified for the term of this Contract as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411.

E. The General Provisions and Appendix "A" attached hereto and by this reference incorporated herein.

SECTION III – BILLINGS


Billings shall be submitted monthly to the District Attorney, 850 Main Street, Dallas OR 97338.

Approved by Polk County Board of Commissioners at their regular meeting on _____, 2023.

CONTRACTOR



DR. STEVEN FLETCHER



DATED

POLK COUNTY BOARD OF COMMISSIONERS

CHAIRMAN

DATED

Approved as to form:

MORGAN SMITH
County Counsel

GENERAL PROVISIONS

GENERAL PROVISIONS

1. Extent of Agreement

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral, or other wise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

3. Payment as Sole Monetary Obligation of the County

The Contractor is engaged as an independence contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless, otherwise specified, the responsibility for payment of all operating cost, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

4. Licensing and Program Standards

The Contractor agrees to comply with all applicable State, County and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.

5. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the County, or if the County is not the recipient, on written consent of the recipient or attorney.

6. Civil Rights Act of 1964 and Rehabilitation Act of 1973

The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.

7. Retention of Records

The Contractor agrees to retain all books, records and other documents relevant to this Agreement for three (3) years after final payment is made under this Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

8. Insurance

Contractor agrees that it is an independent contractor and not an agent of the County. The Contractor and the County shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person on account of personal injuries, death or property loss of damage occurring, growing out of, incident to or resulting directly or indirectly from the acts or omissions of the other party under this Agreement.

Both the County and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this Agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally or in writing.

As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, Risk Manager, 850 Main Street, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, will be maintained in the County's file of this Agreement.

There shall not be any cancellation, material changes, or failure to renew such insurance policy (policies) without thirty (30) days prior notice to the County.

9. Subcontracting

Unless subcontracting is authorized elsewhere in the agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Prior written approval shall be required for the purchase by the Contractor of articles, supplies and services which are incidental but necessary for the performance of the work required under this Agreement (e.g., facilities maintenance.)

Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts, which the County may authorize, shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

10. Renegotiation of Modification

Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.

11. Excuses for Nonperformance

Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

12. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause title "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.

13. Termination

- A. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party at any time upon thirty days

notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If Federal or State laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or no longer qualify for the funding proposed for payments authorized by this Agreement.
- 2) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate. Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date, which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercises the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the Agreement terminated under this clause.

B. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:

- 1) If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
- 2) If the Contractor fails to perform any of the other requirements of this Agreement; or
- 3) If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.

If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.

14. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Renegotiation or Modification."

15. 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.

16. Non-Discrimination

The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.

17. Assignment of Agreement

The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County in addition to the Agreed rates of payment and total Agreement consideration.

18. Funds Authorized and Available

The County certifies that at the time of signing of this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.

EXHIBIT I

POLK COUNTY MEDICAL EXAMINER

Contractor shall serve as Polk County Medical Examiner for Polk County, Oregon, and shall provide the following services:

1. Provide telephonic advice to deputy medical examiners, attend death scenes or conduct death investigations at the medical examiner's option and certify the cause of death.
2. Perform any other services that are required by the State Medical Examiner and by the Oregon Revised Statutes.

MEMORANDUM

TO: Polk County Board of Commissioners

FROM: Aaron Felton, District Attorney



DATE: July 5, 2023

SUBJECT: Cooperative Agreement – Department of Justice, Child Support Services

RECOMMENDATION: Approve and sign the Cooperative Agreement between Department of Justice, Child Support Services, District Attorney and Polk County.

ISSUE: The cooperative agreement includes the requirements to be followed by the District Attorney and in turn the County receives federal funds through the state

BACKGROUND: The DA child support program enforces child support orders, establishes paternity and modifies orders. It serves both custodial and non-custodial parents.

DISCUSSION/ALTERNATIVES:

- A. Approve attached contract.
- B. Do not approve attached contract.

SUMMARY:

N/A

FISCAL IMPACT:

If the agreement is not signed the County will not receive the federal funds which could result in the entire amount to fund the program coming from the general fund or closure of the county program. If the agreement is signed the County will receive reimbursement for 2/3 of the cost for the Support Enforcement program.

AGREEMENT #23506

**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”), Polk County (“Subrecipient”), and the District Attorney for Polk County (“DA”).

RECITALS

1. ORS 180.345 sets forth, in relevant part:

(1) The Department of Justice is responsible for the administration, supervision and operation of the program authorized by Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.), hereinafter the Child Support Program. The Administrator of the Division of Child Support of the Department of Justice is the Child Support Program Director for the State of Oregon.

(2) The Department of Justice, by and through the director, may:

(a) Enter into cooperative agreements with appropriate courts, law enforcement officials, district attorneys, Indian tribes or tribal organizations and state agencies to provide assistance in carrying out Child Support Program services and any other matters of common concern.

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. 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.

4. ORS 180.345(2) and ORS 25.080(7) authorize 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. 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.

6. 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, 2027 (“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, 2023, and ending on June 30, 2027 (“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, 2023 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. If an invoice is submitted less frequently than quarterly, the disbursement payment may be delayed until the next 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.

(a) Incentive disbursements must be used within five years from the Grant year or remaining balances will be used within the Program. Subrecipient is notified each quarter of its unclaimed incentive amounts.

(b) Subrecipient cannot request a disbursement of incentives in an amount that is greater than qualified expenses in that quarter.

(c) In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

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, disallowed, or unsupported as part of a federal or state audit or review. Funds will be recovered from the next disbursement or as mutually agreed by parties. 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 non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements), 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 45 CFR Part 75, Subpart F (audit requirements) 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 approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) is used. The de minimis for this purpose is defined as 10% of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000.

As described in §75.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. **Capital Outlay:** The cost of equipment or furniture with a unit cost in excess of \$5,000, 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 45 CFR Part 75, Subpart F (audit requirements).

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 45 CFR Part 75, Subpart F. Subrecipient shall comply with 45 CFR Part 75, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, 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 45 CFR Part 75, 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. Site reviews are scheduled on an 18-month rotation. 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 and may require a more frequent site review schedule.

g. Non-Disclosure and Confidentiality Obligations. Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

i. Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.

ii. Performing criminal background investigation inclusive of fingerprinting, on each employee and agent who perform services under this agreement.

h. 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. Program Policy, Procedure, and Form Use. Department, Subrecipient, and DA shall cooperate in the creation, revision, maintenance, and use of procedures and forms relating to the Oregon Child Support Program that affects the parties to this Agreement. Subrecipient and DA shall follow all applicable policies and procedures and use forms that have been approved for legal sufficiency by program counsel.

c. **Program Policy, Rule, and Legislative Coordination.** 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 shall file any reports required under the federal “Truth in Lobbying Act” (31 USC 1352) or other applicable federal law.

d. **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 System, (“Origin”) 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 Origin access, Department shall provide Subrecipient and DA with the Department’s policies, procedures, and technical information regarding access to Origin; related and necessary software’ assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access Origin, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using Origin programs and information in the database, including support for generation of automated forms, printer connectivity, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access Origin 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 Origin. Department’s obligation to provide the DA and Subrecipient with access to Origin is subject to satisfaction of each of the following conditions precedent:

- (a) Origin is operational.
- (b) Provision of such access will not degrade the service provided to other users of Origin.
- (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), computer terminals, printers, and other ancillary information technology equipment, necessary to access Origin, 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 Origin to authorized Subrecipient and DA personnel who have a need to access Origin to operate the Program.
- (e) The computer technology and software used by Subrecipient and DA to access information in Origin is compatible with Origin 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, specifically “Exhibit 7”, attached hereto as Exhibit B.1, 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. For purposes of this Section 6(c)(ii), references in Exhibit B.1 to “Contract” are to this Agreement and references to “Contractor” are to Subrecipient and DA, collectively.

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 OCSS Security Agreement regarding information systems that transmit,

store, and process National Directory of New Hires, Federal Parent Locator Service, 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).

iv. Safeguards for protecting Personal Identifiable Information (PII). In operating the Program, Subrecipient and DA shall comply with the security and notification requirements set forth in the Oregon Consumer Identity Theft Information Act ORS 646A.600-622 regarding entities that own, license, maintain, store, manage, collect, process, acquire or otherwise possess personal information, and for vendors that provide services to covered entities. Confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, financial information, and online account information as set forth in ORS 646A.602

v. Incident Response. Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at ChildSupportIncidentResponse@doj.state.or.us, or outside of business hours at 503-947-2667.

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 ("OCSS") 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 OCSS 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 Origin 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.
- j.** Develop, monitor, and certify annual training requirements for Subrecipient and DA staff who perform services under this agreement.

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 Origin.

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. **Subrecipient and DA Termination.** If Subrecipient and DA so agree, Subrecipient and DA, acting jointly, may terminate this Agreement:

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

ii. Effective upon written notice to Department, 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 the DA in the reasonable exercise of its administrative discretion, or 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, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department, 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 or DA, or both, no longer have the authority to satisfy their 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 and 12.c.

b. **Final Incentive Award.** In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

c. **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.

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

Notices to Subrecipient:

Morgan Smith
Polk County Counsel
850 Main Street
Dallas, OR 97338

Notices to DA:

Aaron Felton
Polk County District Attorney
850 Main Street
Dallas, OR 97338
felton.aaron@co.polk.or.us

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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 acknowledge 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.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

o. Contractor or Subrecipient Determination

In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

☒ Recipient is a subrecipient; OR ☐ Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Program No 93.563

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

Authorized Signature: _____ Date: _____

Printed Name: Lisa M. Udland Title: Deputy Attorney General

DEPARTMENT OF JUSTICE DIVISION OF CHILD SUPPORT

Authorized Signature: _____ Date: _____

Printed Name: Kate Cooper Richardson Title: Director

POLK COUNTY

BY: POLK COUNTY GOVERNING BODY

Authorized Signature: _____ Date: _____

Printed Name: Craig Pope Title: County Commissioner

Authorized Signature: _____ Date: _____

Printed Name: Lyle Mordhorst Title: County Commissioner

Authorized Signature: _____ Date: _____

Printed Name: Jeremy Gordon Title: County Commissioner

Authorized Signature: _____ Date: _____

Printed Name: Morgan Smith Title: County Counsel

BY: POLK COUNTY DISTRICT ATTORNEY

Authorized Signature:  Date: 7/5/23

Printed Name: Aaron Felton Title: District Attorney

APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS.291.047

Email Approval June 14, 2023. _____

Printed Name: Samuel B. Zeigler Title: Senior AAG

**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, 416, 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; (b) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (c) 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.d, 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, and 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. 7606)), 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 42 U.S.C 6201 et. seq. (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 Subrecipient’s and subcontractors shall certify and disclose accordingly.
- d. No part of any federal funds paid to Subrecipient and DA under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- e. No part of any federal funds paid to Subrecipient and DA under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by Agencies or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- f. The prohibitions in subsections (d) and (e) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- g. No part of any federal funds paid to Subrecipient and DA under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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 45 CFR Part 75, 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 Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “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, facilities, and in the conduct of all activities, services and training associated with the Program.

10. Pro-Children Act. Subrecipient and DA shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.)

11. 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 where an individual may apply for or receive an application for public assistance.

12. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App 3901 et. seq.).

13. 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.

14. 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. Exhibit 7 language from the 2021 IRS Publication 1075 is incorporated under Exhibit B.1 of this Agreement.

15. 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 \$30,000 or more with an award date on or after October 1, 2015. 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>.

EXHIBIT B.1
PUBLICATION 1075 EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES - FEDERAL TAX INFORMATION (FTI)
SECURITY

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency’s security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use

of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

EXHIBIT B.2

GENERAL TERMS AND CONDITIONS

Except as noted otherwise, these Terms and Conditions (T&Cs) apply to all mandatory grant programs administered by the Administration for Children and Families (ACF). T&Cs can be found at Post-Award Requirements. In addition to these T&Cs, please review the separate program-specific Supplemental T&Cs for each program.

By acceptance of the individual awards, each grant recipient and subrecipient agrees to comply with these T&Cs. Failure to comply may result in disallowances, restricted drawdown, withholding of future awards, and deferral of claims for Federal Financial Participation (FFP) of the grant. The first draw down or request for award funds from HHS Division of Payment Management Services (PMS) constitutes acceptance of the T&Cs under the grant award.

Important websites:

- *ACF website:* <https://www.acf.hhs.gov/>.
- *ACF Post-Award Requirements:* <https://www.acf.hhs.gov/grants/post-award-requirements>.
- *Appropriations:* <https://crsreports.congress.gov/>.
- *General and Permanent Laws:* United States Code (U.S.C.), <https://uscode.house.gov/>.
- *HHS website:* <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
- *Regulations:* Electronic Code of Federal Regulations (e-CFR), <https://www.ecfr.gov/> or the new beta eCFR at <https://ecfr.federalregister.gov/>.
- *U.S. Federal Legislative Information:* <https://www.congress.gov/>.

ADMINISTRATION FOR CHILDREN AND FAMILIES

MANDATORY FORMULA, BLOCK AND ENTITLEMENT GRANT PROGRAMS

Catalog of Federal Domestic Assistance (CFDA) Program No. varies, see program specific Supplemental Terms and Conditions

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. Effective December 2014, the Department of Health and Human Services (HHS)-specific implementing regulations of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is codified at **45 CFR Part 75**.

a. The following provisions apply to all mandatory grant programs:

i. Subpart A – Acronyms and Definitions

ii. Subpart B – General Provisions

iii. Subpart D – Post Federal Award Requirements only portions apply to all:

1. 45 CFR §75.303 – Internal Controls

2. 45 CFR §75.351 through §75.353 – Subrecipient Monitoring and Management.

b. Please see the program specific Supplemental Terms and Conditions as exceptions do apply to some ACF grant programs.

- c. Unless otherwise stated, grant recipient and subrecipient must refer to the HHS-specific language in 45 CFR Part 75 rather than 2 CFR Part 200.
2. Additional federal regulations:
- a. **2 CFR Part 25** – Universal Identifier and System for Award Management
 - b. **2 CFR Part 170** – Reporting Subaward and Executive Compensation Information
 - c. **2 CFR Part 175** – Award Term for Trafficking in Persons
 - d. **2 CFR Part 176** – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
 - e. **2 CFR Part 180** – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
 - f. **2 CFR Part 376** – Nonprocurement Debarment and Suspension
 - g. **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance)
 - h. **31 U.S.C. §3335, §6501, and §6503** (see also **31 CFR Part 205** – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act
 - i. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board
 - j. **45 CFR Part 30** – Claims Collection
 - k. **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
 - l. **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title
 - m. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
 - n. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
 - o. **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations
 - p. **45 CFR Part 91** – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
 - q. **45 CFR Part 93** – New Restrictions on Lobbying
 - r. **45 CFR Part 95** – General Administration – Grant Programs
 - s. **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities
3. Statutory and national policy requirements:
- a. *Human Trafficking Provisions*. These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 U.S.C. 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
 - b. *Mandatory Disclosures*. These awards are subject to the requirements in 31 U.S.C. 3321, 41 U.S.C. 2313, and provisions found in Federal regulations at 45 CFR §75.113 and Appendix XII of this part, and 2 CFR Parts 180 and 376 for debarment and suspension. Non-Federal entities must disclose all violations of Federal criminal

law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to comply may result in any noncompliance remedies, including debarment and suspension.

ACF is required to review and consider information about any current or potential recipient, subrecipient, contractor, or subcontractor contained in the Federal Awardee Performance and Integrity Information System (FAPIIS) (<https://www.fapiis.gov>) and System for Award Management (SAM). Non-Federal entities may review and comment on any information about itself that has been entered into FAPIIS. ACF will consider any comments by the non-Federal entity, in addition to other information in FAPIIS to judge the grant recipients integrity, business ethics, and record of performance under Federal awards when completing its review of risk.

c. *Micro-purchase and Simplified Acquisition Threshold for Financial Assistance.* “Due to statutory changes set forth in the National Defense Authorization Act for Fiscal Year 2018, which became law on December 12, 2017, the threshold for micro-purchases is now set at \$10,000, and the threshold for simplified acquisition is now \$250,000. In accordance with 41 U.S.C. § 1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to 2 CFR §200.102, OMB has issued an exception to allow grantees [recipients] to use these higher thresholds in advance of revisions to the FAR at 48 CFR Subpart 2.1 and the Uniform Guidance. Further, the National Defense Authorization Act for Fiscal Year 2017, which became law on December 23, 2016, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist (GMS) identified on your Notice of Award (NoA) or award letter for instructions to submit the request.”

d. *Non-Discrimination Legal Requirements for Recipients of Federal Financial Assistance.* You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, *see* <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

e. *Posting Federally Funded Disclaimer Language on Documents*. In accordance with Section 505 of Public Law 115-31, the Consolidated Appropriations Act of 2017 is applicable to the mandatory grant programs. “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.”

f. *Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services as Per 2 CFR §200.216*. Effective August 13, 2020, 2 CFR §200.216 applies to all grant programs. “Prohibition on certain telecommunications and video surveillance services or equipment.”

(a) As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.”

g. *Salary Limitation – Federal Executive Level II*. Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to

pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level> under the “Rates of Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

- i. Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
- h. Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. Some mandatory grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program specific Supplemental Terms and Conditions for the requirements.
5. Insular Areas. For any program that (a) requires a non-Federal share of program funding and (b) is available to several identified grant recipients, under the provisions of 48 U.S.C. 1469a.(d), as amended, the Insular Areas, defined as American Samoa, Guam, the Northern Mariana Islands and the U.S. Virgin Islands, are not required to provide up to \$200,000 of the non-Federal share of program funding. If, in any fiscal year, the non-Federal share exceeds \$200,000, the statutory Federal /non-Federal funding rates for that program will apply to all expenditures that exceed that threshold.

FINANCIAL REPORTING

6. Federal funds awarded under this grant must be expended for the purposes which they were awarded and within the time period allotted. Grant recipients are required to file periodic financial or program specific expenditure reports either quarterly or annually for each program. Please see the program specific Supplemental Terms and Conditions for the requirements.

7. **Electronic Submissions.** Reports must be submitted electronically. Paper copies will not be accepted. ACF mandatory grant recipients must submit periodic financial reports through two separate online reporting systems. Each system is secure requires individuals to use a PIN, username, and password.

- a. GrantSolutions On-Line Data Collection (OLDC) system is the online reporting mechanism and is located at <https://grantsolutions.gov>. The GrantSolutions Help Desk is open on Monday through Friday from 7:00 am to 8:00 pm ET (except for Federal Holidays). You may reach the Help Desk at 1-866-577-0771, 202-4015282, or help@grantsolutions.gov.
- b. HHS Payment Management System (PMS) is the online payment management mechanism and is located at <https://pms.psc.gov>. The PMS Help Desk is open Monday through Friday from 7:00 am to 9:00 pm ET (except Federal Holidays). You may reach the Help Desk at 1-877-614-5533 or PMSSupport@psc.gov.

8. **Obligation Period/Funding Period.** Unless superseded by program specific statute or regulations or by other ACF program specific policies, the obligation period will start on the first day of the Federal fiscal year for which the award is being issued (regardless the issue date of that award) and the deadline for obligating Federal funds for mandatory grant programs is the last day of the following fiscal year for which the award is issued.

9. **Liquidation Period.** Unless superseded by program specific statute or regulations or by ACF policy, the deadline for liquidating Federal funds is 90 days after the end of the obligation period/funding period (or as specified in a program regulation).

PROGRAM REPORTING

10. Please see the program specific Supplemental T&C for the program reporting requirements.

PROPERTY REPORTING

11. Real property (see limitation under item 12 within this T&C), tangible personal property, and intangible property, that are acquired or improved with a Federal award must be held in trust by the recipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the recipient to record liens or other appropriate notice of record to indicate the personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Unless program regulations, program-specific supplemental T&Cs, or other program guidance say otherwise, recipients are required to follow the property standards outlined under 45 CFR §§75.316 – 75.323. States must follow their own state property standards. The following are the real property and tangible personal property guidance and reporting requirements. For additional information, please see the ACF **Property Guidance** pages.

12. **Real Property Reports (SF-429s), OMB Control No. 4040-0016.** ACF Real Property guidance is located at <https://www.acf.hhs.gov/real-property>. There are only a few ACF grant programs that have explicit statutory authority to allow, with written approval, to use federal funds to purchase, construct, and/or renovate real property. Please see program-specific supplemental T&Cs and the **Applicable ACF Grant Programs with Real Property Authority** list for this authority. When real property is used for these purposes, a Federal interest is established. This interest does not expire. So long as a Federal interest remains, the title holding recipient (and on behalf of subrecipients) must submit a report on the property annually in GrantSolutions OLDC. **Only reports submitted in GrantSolutions OLDC are considered official submissions.** ACF requires the recipient to submit real property reports and requests about real property that is proposed or was purchased/acquired,

constructed, and/or made major renovations with federal funds. Recipients are responsible for submitting these reports on behalf of their subrecipients.

In accordance with program specific requirements, recipients (and on behalf of subrecipients) are required to submit the OMB approved Real Property Status Report SF-429 and Attachments, in which there is a Federal interest. The collection of SF-429 forms must be used for awards that establish a Federal interest on real property. Overview of forms are as follows:

- a. **SF-429.** The Cover Page must be submitted along with the other SF-429 Attachments (A, B, and C). GrantSolutions OLDC automatically adds the cover page to the Attachment.
- b. **SF-429 Attachment A.** The Annual General Report is due annually and follows the same reporting cycle as the annual Federal Financial Report or program specific Expenditure Report.
- c. **SF-429 Attachment B.** The Acquire or Improve Request may be submitted at any time to request prior approval to use federal funds to acquire or improve property. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval request to purchase, construct, and/or major renovation project for real property.
- d. **SF-429 Attachment C.** The Disposition or Encumbrance Request may be submitted at any time to request disposition instructions. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval disposition or encumbrance requests. When the property is no longer needed, the recipient (and on behalf of subrecipients) must submit in GrantSolutions OLDC a request for disposition instructions. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on a property. ACF will review and make a decision on one of the three standard OMB disposition options described under 45 CFR §75.318(c) to eliminate the Federal interest. The recipient (and on behalf of subrecipient) are required to compensate ACF for its share by remitting payment when real property is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see Remit Payment guidance.

Please note that for the SF-429 Attachment B and C, the appraised value is the current fair market value based on the appraisal (no more than three years old) conducted by an independent certified appraiser.

13. ***Tangible Property Report (SF-428s), OMB Control No. 4040-0018.*** ACF Real Property guidance is located at <https://www.acf.hhs.gov/tangible-personal-property>. Recipients and subrecipients that purchase any tangible personal property (e.g., equipment with a unit cost of \$5,000 or more and residual supplies with an aggregate fair market value exceeding \$5,000) under the grant award are required to submit the OMB approved Tangible Personal Property form SF-428. The SF-428 is a standard form used to collect information related to tangible personal property. Unless otherwise directed in the program-specific supplemental T&Cs, grant programs are required to submit the SF- 428s. Recipients are required to submit the forms on behalf of subrecipients. A state, as defined by 45 CFR §75.2, must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Overview of the forms are as follows:

- a. **SF-428.** The Cover Page must be submitted along with the other SF-428 Attachments (B, C, and S).
- b. **SF-428 Attachment A.** The Federally Owned Property Annual Report is **not applicable to ACF grant programs**.
- c. **SF-428 Attachment B.** The Final/Award Closeout form on Acquired Equipment purchased with Federal Funds is due at the end of a Federal Assistance Award. This form may not

apply to some mandatory grant programs. Please see program-specific supplemental T&Cs for applicability and exceptions.

- d. **SF-428 Attachment C.** The Disposition Request form on Acquired Equipment is due at any time other than award closeout. The submission of this form, with the SF-429 cover page and supporting documentation, to OGM is the official starting point for any prior approval disposition request. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on the property. Recipients (and on behalf of subrecipients) are required to compensate ACF for its share by remitting payment when equipment is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see Remit Payment guidance.
- i. SF-428 Attachment C Guidance: For item “1. Request Disposition Instructions for:” when the disposition request is for equipment with a current fair market value (FMV) of:
- \$5,000 or more:
 - Select one of the two options listed.
 - Add a comment in line 4 (if necessary), and
 - Provide the SF-428 S or other supporting documentation regarding the request.
 - \$5,000 or less:
 - Add a comment in line 4 that:
 - The current FMV is less than \$5,000, and
 - The disposition option requested: 45 CFR §75.320(e)(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the HHS awarding agency.
 - Provide the SF-428 S or other supporting documentation regarding the request.
- e. **SF-428 Attachment S.** The Supplemental Sheet may be submitted with the SF-428 Attachment B or C to provide additional information.

GRANT PAYMENTS

14. Payment. All grant program payments will be made available through the HHS PMS. Questions pertaining to payments should be directed to: HHS Division of Payment Management, P.O. Box 6021, Rockville, MD, 20852, or PMS Help Desk at 877-6145533, or PMSSupport@psc.gov. Other questions should be directed to the ACF contact listed on the NOA or program-specific supplemental T&Cs.

15. Returning Funds/Interest. Unless otherwise directed in the financial or program specific expenditure report, the HHS Program Support Center (PSC) serves as a centralized point for returning grant interest and funds according to established federal law, policies, procedures, and regulations. PMS prefers that repayment be completed as an electronic transfer or by check. Please refer to the PSC Returning Funds/Interest instructions at: <https://pms.psc.gov/grant-recipient/returningfunds.html>.

SUB-RECIPIENTS AND SUBCONTRACTING MONITORING AND MANAGEMENT

16. According to the Applicability table in 45 CFR §75.101(b)(1), and the exceptions described in §§75.101(d) and (e), all grant programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, §§75.351 - .353.

17. The prime recipient is the entity that receives a Federal award directly from ACF. Prime recipients are responsible for flowing down the General T&Cs in this document as applicable, see *Subrecipient Monitoring* as follows for more information.

18. *Debarred or Suspended.* No entity may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs or activities. Please see Executive Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Grant recipients must include a similar T&C for all subawards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grant recipient (pass-through) must review information available through the System for Award Management, <https://www.sam.gov>, to determine whether an entity is ineligible.

19. *Subrecipient and Contractor Determinations.* Grant recipients are required to make case-by-case determinations whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351. The presence of one or more characteristics may not be present in all cases; as such, the grant recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.

a. **Subrecipients.** “A subaward is for the purpose of carrying out a portion of a Federal program and creates a Federal assistance relationship with the subrecipient.” According to 45 CFR §75.101(b)(1), the T&Cs of Federal awards flow down to subawards of subrecipients unless a particular section of 45 CFR Part 75 or the program-specific supplemental T&Cs of the Federal award specifically indicates otherwise.

“Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- i. Determines who is eligible to receive Federal assistance;
- ii. Has its performance measured in relation to whether objectives of a Federal program were met;
- iii. Has responsibility for programmatic decision making;
- iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- v. In accordance with its agreement, **uses the Federal funds to carry out a program for a public purpose specified in authorizing statute**, as opposed to providing goods and services for the benefit of the grant recipient.”

Please note that as a long standing ACF OGM policy any State, local, Tribal, or Territorial governments providing a service to a pass-through entity must be considered a subrecipient.

b. **Contractors.** “A contract is for the purpose of obtaining goods and services for the grant recipients own use and creates a procurement relationship with a contractor.” The phrase “goods and services” are considered routine items and activities that are intended for the direct benefit or use by the grant recipient. Examples of routine “goods” are tangible items such as supplies (e.g., pens, paper, and folders) and equipment (e.g., computers and copiers) for the

sole use by the grant recipient. Examples of routine "services" are activities provided, such as janitorial and building maintenance services for the grant recipient. "Good and services" are not intended to carry out (in whole or part) a public purpose, unless specifically authorized by law.

"Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- i. Provides the goods and services within normal business operations;
- ii. Provides similar goods or services to many different purchasers;
- iii. Operates in a competitive environment;
- iv. Provides goods or services that are ancillary to the operation of the Federal program; and
- v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons."

For more information, see item 20. *Contract Monitoring* in this General T&C.

20. *Contract Monitoring*. Grant recipients are responsible for ensuring that contracts contain the applicable provisions described in Appendix II of 45 CFR Part 75. The grant recipient is responsible for oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order. Records must be maintained by the grant recipient and be sufficiently detailed for compliance.

21. *Fixed amount subawards*. A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2). Most grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.

22. *Indirect Cost*. In accordance with 45 CFR §75.352(a)(4), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if no such rate exists, either a rate negotiated between the prime recipients and subrecipient, or provide a 10 percent de minimis indirect cost rate as defined in 45 § 75.414(f).

23. *Subrecipient Monitoring*. Pass-through entities are required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements as well as any supplemental requirements imposed by the pass-through entity. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75. The prime recipient must conduct a risk assessment of subrecipient(s) in accordance with 45 CFR §75.352(b). Additionally, all subrecipient(s) must obtain a DUNS number, or after government-wide implementation, a Unique Entity Identifier assigned by the SAM, if they do not already have one. Prime recipients are required to check the SAM to verify that the subrecipient(s) is/are not debarred, suspended, or ineligible. The pass-through entities are responsible for monitoring the activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the T&Cs of the subaward, and that subaward performance goals are achieved. "Monitoring by the non-Federal entity must cover each program, function and activity." See 45 CFR §§75.342 and 75.352. Records must be maintained by the pass-through entity and be sufficiently detailed for compliance. For more information, see item 3.g.i. *Salary Limitation – Federal Executive Level II: Federal Funds Accountability and Transparency Act (FFATA) Requirements* in this General T&C.

Should a subrecipient perform unsatisfactorily, the prime recipient is responsible for remedying subrecipient issues. Prime recipients of an award will be legally accountable to ACF for performance of the project or program. Prime recipients will be held solely responsible in the event of non-

compliance by a subrecipient. The prime recipient will be held accountable for cost disallowances regarding subawarded funds. If requirements of the program cannot be met due to subrecipient issues, ACF may need to take one or more of the actions listed under 45 CFR § 75.371-.375.

AUDITS

24. The recipient must arrange for the conduct of audits as required by 45 CFR 75 Part F. Prime recipient must verify that any subrecipients that, per 45 CFR §75.501, expend Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F. See 45 CFR §75.352(f).

- a. **For-profit subrecipients.** Unless stated otherwise in regulation, guidance, or program-specific supplemental T&Cs, the Subpart F does not apply to for-profit subrecipients. At a minimum, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance requirements for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. Please see 45 CFR §§75.352 and 75.501(h).

EFFECTIVE PERIOD

The General T&C and each of the program-specific supplemental T&Cs are effective on the date shown in the footer at the bottom of the respective pages. Each T&C supersedes all previous similar T&Cs and will remain in effect until updated. All T&Cs will be updated and reissued as needed, or when a new statute, regulation or other requirement is enacted, or any of the applicable existing Federal statutes, regulations, policies, procedures or restrictions is amended, revised, altered, or repealed.

POINTS OF CONTACT

Points of contact for additional information or questions concerning either the operation of the program or related financial or grant matters may be found on the NOA. The Program Office contact handles the programmatic specific needs such as program intent, goals and objectives. Whereas, the OGM contact typically handles any business, financial, and administrative activities such as budget revisions, prior approval requests, and closeouts.

IMPORTANT ADDRESSES

Administration for Children and Families
Office of Grants Management
330 C Street, SW. Mailstop 3127
Washington, DC 20201

OIG HOTLINE

The Office of the Inspector General of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online: <https://oig.hhs.gov/report-fraud>
Phone: 800-HHS-TIPS (800-447-8477)
TTY: 800-377-4950
Fax: 800-223-8164

If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the *self-disclosure* webpage at:
<https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.

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

April

County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 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: ____ ORCSES

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 75.414 (approved plan or federal de minimus)

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 May 31, , to the address above or via electronic copy to CSPInvoicing@doj.state.or.us.

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 the Oregon Child Support Program subrecipient review and monitoring process.

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

If you have questions about this form or required documents, please contact:

Cindy Milner | 503-947-4307 | CSPInvoicing@doj.state.or.us

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 45 Part 75, 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 45 Part 75 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 45 Part 75 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 45 Part 75, single audit.

Printed Name

Signature

Title

Date

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. Virtual monitoring and the annual questionnaire will be used by the program this year. If your office receives notice of a virtual monitoring information request, you will receive additional information at least 30 days prior to the due date. Whether or not you are scheduled for an additional review by virtual monitoring, the following questionnaire must be completed and returned to the program by May 31, 20_

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with Title 45 of the Code of Federal Regulations (Child Support Code of Federal 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 facility change, major office reconfiguration, 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 three years after the close of each annual grant. The Child Support Program grant is open for two years after the closing date, resulting in five years total retention.	<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 as income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
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 ensure 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

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 \$30,000 or more with an award date on or after October 1, 2015. As such, grants awarded by the Oregon Department of Justice Division of Child Support (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.

Signer further agrees that it will provide immediate written notice to DCS if at any time Signer 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 Signer cannot certify all of the statements contained in this section, Signer 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>.

Subrecipient Information

Legal Name of Subrecipient

Street Address

City

State

Zip

FFATA Contact # 1

Name

Email

Phone

FFATA Contact # 2

Name

Email

Phone

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

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Unique Entity ID (UEI): 12-characters Required www.Sam.gov

(Unique Entity ID is currently located below the DUNS Number on your entity registration record at Sam.gov)

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State of Oregon Tax Identification Number (TIN) 9 Digits

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Fiscal Federal Funding Accountability and Transparency Act

(FFATA) Certification

Did your organization have a gross income, from all sources, of less than \$300,000 in the 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; Maria Redd: \$450,000; Alex Rodriguez: \$425,000; Eric Gant: \$400,000; Sally Tom: \$300,000

As the duly authorized representative (Signer) 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