

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: State of Oregon – DA Support

<p>Background:</p> <p>The State of Oregon is willing to assume the child support enforcement program from the District Attorney. The state will continue the program and will transfer two county employees with the program. The transfer agreement with the State is before the Board for review and approval.</p>	<p>Requested Action:</p> <p>Approve agreement and authorize the Chair to sign</p>
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ATTACHMENTS: Proposed IGA

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Human Resources (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: September 7, 2022

Action taken:

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Follow-up:

## INTERGOVERNMENTAL AGREEMENT #23224

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

### 1. PURPOSE OF THIS AGREEMENT

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

### 2. TIME PERIOD

This Agreement is effective commencing on September 1, 2022, regardless of when the Agreement is signed by all Parties and approved as required by applicable law, and shall continue unless terminated by all of the Parties in accordance with the terms of this Agreement.

### 3. TERMINATION OF PRIOR AGREEMENT

The Parties agree that the Department of Justice Cooperative Agreement for Child Support Enforcement (#19305) dated June 26, 2019, as amended, is terminated effective September 1, 2022. The Parties further agree that the 90-day notice required by paragraph 11(b)(i) of Cooperative Agreement #19305 is expressly waived by mutual consent.

### 4. CONSIDERATION

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

### 5. TERMINATION

This Agreement may be terminated with a 30-day written notice to the other parties. The parties recognize that the County, DA, and DCS may provide by agreement for assumption by DCS of the functions of the DA, pursuant to ORS 25.080(6), and hence this Agreement is optional, but all county governing bodies and all district attorneys must enter into child support cooperative agreements with DCS under ORS 25.080 (7) for child support services.

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

6. DCS, COUNTY, AND DA PERFORMANCE

DCS, County, and DA agree:

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

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

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

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

C. County and DA will maintain and at all reasonable times provide access to and, if requested, copies of the below listed records for inspection, review, or audit by DCS, the Division of Audits of the Office of the Secretary of State, or by authorized federal officials for a period of six (6) years from September 1, 2022:

- (1) Records of support enforcement services provided;
- (2) Records of costs pertaining to Cooperative Agreement #19305 for Child Support Enforcement; and
- (3) Such other records as may be required by the United States Department of Health and Human Services.

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

E. DA will ensure that all child support case documents from the court, parties, employers, or other individuals or entities received by DA on or after September 1, 2022, be provided to DCS as soon as possible upon execution of this agreement. Documents

should be hand-delivered or mailed to the Pendleton Division of Child Support at 800 SE Emigrant, Suite 100, Pendleton, Oregon 97801.

- F. In accordance with state and federal law, County and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access, and confidentiality obligations, and obligations to comply with applicable federal requirements contained in the Cooperative Agreement #19305 continue, notwithstanding termination of that Cooperative Agreement pursuant to Section 3 of this Agreement.
- G. DCS retains right to recover from County, in accordance with the terms of the Cooperative Agreement #19305, any Grant moneys for reimbursement requests or incentive payments for any period after August 31, 2022.
- H. DCS will reimburse County in accordance with and at rates set forth in Section 3.a. of the Cooperative Agreement #19305, for all Allowable Costs necessarily incurred and paid by County or DA for the time it operated the Program through August 31, 2022; provided, however, that DCS shall have no obligation to reimburse Allowable Costs more than two years after the date that County or DA incurred the cost.
- I. All parties agree to make reasonable good faith efforts to minimize disruption or other problems associated with the termination of the Cooperative Agreement #19305, and to cooperate in ensuring an orderly transfer of child support service case responsibilities to DCS.
- J. On July 15, 2022, DCS disbursed in full the final incentive payment for the period of July 1, 2022, through August 31, 2022. The DA and County will not receive any additional incentive payments.
- K. The DA shall transfer to DCS all personal property on the list attached as Exhibit A, if any. All items listed on Exhibit A, including case files, will be available for DCS to pick up and transport effective September 1, 2022.

## 7. TRANSFER OF CURRENT COUNTY EMPLOYEES

A. DCS, County and DA agree that current employees, shall be offered a transfer of employment to DCS in accordance with the provisions of the Oregon Transfer of Public Employees Statute (ORS 236.605, *et seq.*). At the time of transfer, if applicable, said employees may retain up to 40 hours of vacation leave.

B. Indemnity: Subject to Oregon Constitution Article XI, § 10, in the event that DCS incurs liability to any transferred employee resulting from or arising out of the employee's employment by the County or the County's actions prior to September 1, 2022 at 12:01 a.m., County shall defend, save, hold harmless, and indemnify DCS from and against all claims, suits, actions, losses, damages, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the employees' employment by the County or by the actions of County or its officers, employees, subcontractors prior to September 1, 2022, 12:01 a.m.

C. If any of the employees of the Family Support Division of the DA's office, whether or not offered a transfer of employment to DCS, are not employed with DCS and make a claim for and receive Unemployment Benefits, the County is solely responsible for repayment of those benefits to the State of Oregon Employment Department.

8. NON-DISCRIMINATION

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

9. COMPLIANCE WITH LAW

The parties to this agreement will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement, including the relevant parts of 45 CFR 92, Title IV-D of the Social Security Act and its implementing federal regulations.

10. GENERAL PROVISIONS

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

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

**APPROVED FOR LEGAL SUFFICIENCY** in accordance with ORS 291.047:

By: /s/ \_\_\_\_\_  
Assistant Attorney General  
Date: per email dated XXXXXXXX

**DEPARTMENT OF JUSTICE**

By: \_\_\_\_\_  
Name: Lisa M. Udland  
Title: Deputy Attorney General  
  
Date: \_\_\_\_\_

**DOJ DIVISION OF CHILD SUPPORT**

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

Name: Kate Cooper Richardson

Title: Director, Oregon Child Support Program

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

**UMATILLA COUNTY**

By: UMATILLA COUNTY GOVERNING BODY

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

Name: George L. Murdock

Title: Umatilla County, Chair, Board of Commissioners

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

**DISTRICT ATTORNEY**

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

Name: Daniel Primus

Title: Umatilla County District Attorney

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

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

**Number of Umatilla County DA support cases as of July 22, 2022:** 1,146 total cases

All of the above identified cases and files, as well as any cases and files received by the Umatilla County DA after August 31, 2022, will be included in the transfer of documents from Umatilla County DA to DCS.

**NUMBER OF PAPER FILES THAT WOULD TRANSFER:**

Effective September 1, 2022, until such time as the paper files can be transferred to DCS, those files will be housed in a Umatilla County DA office, which will be closed and locked. DCS will complete an inventory of the files received and transported from the Umatilla County DA office.

**EQUIPMENT:**

The County and DA certify that there are not any material purchases that were submitted for Federal or State fund reimbursement to DCS. Therefore, no equipment or furniture will be transferred to DCS.

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