

Memorandum of Agreement
Between the Maryland Department of Human Services
and the Maryland Office of the Public Defender
Title IV-E Matching Funds

WHEREAS, the Maryland Department of Human Services (DHS) is the state's primary social service provider and is the single State agency responsible for the administration of Maryland's Title IV-E and Title IV-B State plans;

WHEREAS, the Maryland Office of the Public Defender (OPD) is the state agency charged with the representation of indigent parents in abuse and neglect proceedings, including serving as respondent parent counsel in matters regarding Title IV-E eligible children and families;

WHEREAS, Section 474 of the Social Security Act provides that States with plans approved under Title IV-E shall be entitled to Federal matching funds for the proper and efficient administration of the State plan at the rate of 75% for eligible short-term and long-term training and at the rate of 50% for the remainder of eligible expenditures necessary for the proper and efficient administration of the State IV-E plan, including the administration of expenses for independent legal representation;

NOW, THEREFORE, the Parties agree as follows:

- I. Purpose: This Memorandum establishes a procedure for OPD to report to DHS the OPD expenditures that qualify for Federal Financial Participation under Title IV-E so that DHS may include OPD's Title IV-E costs in DHS' federal Title IV-E claims and OPD may receive the federal share for representation of parents with Title IV-E eligible children involved in Child in Need of Assistance (CINA), Termination of Parental Rights (TPR) and Voluntary Placement cases statewide.

- II. OPD Responsibilities:
 - A. OPD will provide to DHS quarterly reports on OPD's Title IV-E allowable costs based on actual state expenditures. OPD will not report any expenditure that has been included in any other Federal reimbursement or matching funds claim.
 - B. OPD will maintain accounting records to support all costs claimed under this Agreement and will make these records available for review and audit for a period of not less than three years.

- III. DHS Responsibilities:
 - A. DHS will calculate OPD's Title IV-E administrative costs based on the quarterly out-of-home Title IV-E Foster Care penetration rate that excludes children under an order of protective services.
 - B. DHS will include OPD's Title IV-E administrative and training costs in

DHS' quarterly federal claims for Title IV-E reimbursement submitted to the U.S Department of Health and Human Services and will use its best efforts to secure reimbursements for costs submitted provided that they are properly reimbursable under Title IV-E.

C. DHS will disburse reimbursement of the federal share of OPD's Title IV-E eligible expenses to OPD within 30 days of receiving reimbursement from the U.S. Department of Health and Human Services.

IV. Joint Responsibilities:

- A. OPD and DHS will cooperate in identifying which OPD expenditures are allowable Title IV-E costs.
- B. OPD and DHS will ensure that all OPD training activities and costs claimed to Title IV-E at 75% are included in the Title IV-E agency's (DHS) training plan for Title IV-B.
- C. All parent respondent representation will remain independent of DHS, without any confidential case-related information disclosed.

V. Effective Date: The Effective Date of this Agreement is October 1, 2019, and will automatically renew annually unless amended or terminated in writing.

VI. Termination: This Agreement may be terminated by notice of any party with 60 (sixty) days advance written notice.

VII. Communication: All notices, reports, and correspondence for the respective parties to this Agreement shall be sent to the following:

For DHS:
Margaret Hughes
Deputy Chief Financial Officer
Department of Human Services
311 W. Saratoga Street, Room 932
Baltimore, MD 21201
Peggy.hughes@maryland.gov
410-767-7417

For OPD:
Melissa Rothstein
Director of Policy and Development
Office of the Public Defender
6 St. Paul Street, Suite 1400
Baltimore, MD 21202
mrothstein@opd.state.md.us
410-767-9853

VIII. Entire Agreement: This Agreement represents the complete and total and final understanding between the parties, and no other understandings or representations, whether written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties after the execution of this Agreement, unless set forth in writing and executed by both parties hereto.

Signature of the Parties:

For DHS:



Lourdes R. Padilla
Secretary

For OPD:



Paul B. DeWolfe
Maryland Public Defender