

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into effective as of April 8, 2009, by and between the Executive Office of Health and Human Services (EOHHS) and the Department of Human Services—Office of Child Support Services, (OCSS) is for the purpose of assigning Attorneys to perform legal work and responsibilities relating to the establishment of paternity; establishment and enforcement of child support, medical support, arrears, past liabilities; (and when otherwise appropriate) spousal support orders, and other related child support work as defined pursuant to Part IV-D of the Social Security Act, federal law and regulations, and state law.

ARTICLE 1- PURPOSE AND PROCESS

A.) EOHHS shall assign the following attorneys:

- 1.) Frank DiBiase, Chief Legal Counsel;
- 2.) James Dean, Senior Legal Counsel;
- 3.) Kevin Tighe, Senior Legal Counsel;
- 4.) Mary Donnelly, Senior Legal Counsel;
- 5.) Dan Ballirano, Legal Counsel;
- 6.) Karen Lockaby, Legal Counsel;
- 7.) Paul Gould, Legal Counsel;
- 8.) David Dugan, Legal Counsel;
- 10.) Priscilla Glucksman, Legal Counsel;
- 11.) Karl Beauregard, Legal Counsel.

The aforementioned attorneys shall be assigned to the Rhode Island Family Court so as to represent the State of Rhode Island in all child support matters, as described herein. Their respective duties shall include, but shall not be limited to: signing and preparing appropriate pleadings, orders, and judgments; providing legal advice to the Child Support Staff; undertaking research assignments; preparing appellate briefs and/or memorandum; performing legislative work as assigned; drafting special motions and procedures; appearing at other courts within the State in the furtherance of the mission of the Child Support Program, and any other related duties as assigned.

B.) The OCSS shall insure that the aforementioned attorneys will be afforded adequate office space, assign and schedule cases for the attorneys referenced herein, and provide all other assignments of work relating to child support matters, as defined herein. During their assignment to OCSS, all 'Legal Counsel' and 'Senior Legal Counsel' shall be accountable to the Chief Legal Counsel, who shall be accountable to Gail Theriault, Administration and Legal Support Services Administrator.

The attorneys provided from the EOHHS to the OCSS shall devote their time exclusively to child support related work, unless otherwise instructed by the EOHHS. However, to

the extent that any of the aforementioned attorneys are otherwise required to perform some task not related to their child support responsibilities, said time of any given workweek shall be reflected on a separately recorded time-sheet to EOHHS, and every effort shall be made to insure that any such expenditure of time by that attorney is in no way charged, ascribed, billed, or otherwise invoiced as an expense associated with the OCSS mission of executing its IV-D child support responsibilities.

ARTICLE 2-PAYMENT TERMS

A. The EOHHS shall maintain the aforementioned attorneys as Full Time Employees (FTE), and reflected as such in the budget of the EOHHS. The aforementioned attorneys shall be paid from an EOHHS payroll account. Every quarter, the EOHHS shall submit to OCSS a bill requesting reimbursement for 66% of the payroll charges, but *only to the extent those payroll charges are for times in which the attorney was performing IV-D Child Support related duties*. These costs shall include any administrative costs associated with child support activities, and any additional fringe employee benefits or accouterments the aforementioned attorneys, by way of their employment position, are entitled to receive.

Attached to each quarterly billing shall be copies of any weekly time sheets documenting any non-IV-D Child Support work performed during that quarter, by any of the aforementioned attorneys. The EOHHS understands and hereby acknowledges, that: (i) 100% of the payroll charges, administrative costs, fringe benefits, or accouterments for all time spent on EOHHS work will be paid by EOHHS; (ii) the 34% State match obligation for any costs associated with the aforementioned attorneys, for any time performing any work, duties, or responsibilities with respect to the IV-D Child Support Program, will also be the responsibility of the EOHHS; and (iii) payment of the 66% federal share for the attorneys' time performing IV-D Child Support work, duties, or responsibilities, will be made to the EOHHS through a quarterly funds transfer adjustment voucher.

ARTICLE 3—ADDITIONAL TERMS

A. This Agreement which shall be deemed effective April 8, 2009, shall continue thereafter from year to year unless otherwise modified by the mutual agreement of both parties

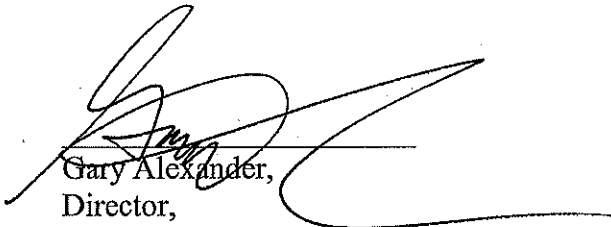
B. This Agreement may be amended, waived or discharged at any time, in writing, by mutual consent of both parties.


C. This Agreement shall be construed in accordance with the laws of the State of Rhode Island, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

D. If at any point it is determined that any quarterly charges are **not** eligible for, or otherwise disallowed reimbursement for, federal participation in accordance with the administration of the IV-D Child Support Program, the EOHHS agrees to reimburse the OCSS for the total amount disallowed.

E. Any additional attorney presently employed by EOHHS, or subsequently hired by it, used in replacement of, or in addition to any of the attorneys identified as part of this Agreement, shall not otherwise alter or change the obligations of the parties to this Agreement with respect to either those newly identified attorney(s), or any attorney(s) identified in this Agreement.

Assented to in form and substance on this 17th day of April 2009.


Gary Alexander,
Director,
Dept. Of Human Services


Sharon A. Santilli
Associate Director
DHS Office of Child Support
Services

Acting Secretary-
Executive Office of Health & Human Services