



## *Rhode Island Financial Institution Data Match Program*

### **AGREEMENT BETWEEN THE STATE OF RHODE ISLAND DEPARTMENT OF HUMAN SERVICES CHILD SUPPORT ENFORCEMENT DIVISION AND**

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#### **I. SCOPE AND PURPOSE OF AGREEMENT**

##### **A. PURPOSE**

This Financial Institution Data Match (FIDM) Agreement is by and between the Rhode Island Department of Human Services -- Child Support Enforcement Division (the Department”) and the Financial Institution (“Financial Institution”) set forth above for the purpose of exchanging information by way of an automated data exchange system, and encumbering or surrendering the assets of non-custodial parents which are held by the financial Institution.

This Agreement is entered into pursuant to:

1. Federal Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), also known as the Welfare Reform Act, Section 466(a)(17) of the Social Security Act. This provision requires all States to enter into agreements with financial institutions doing business in their State for purpose of conducting a quarterly data match to identify accounts belonging to non-custodial parents who are overdue in their child support obligations.
2. Rhode Island General Laws (RIGL) § 15-22-2, Financial Institution Data Matches, which mandates that the Department shall enter into cooperative agreements with financial institutions doing business in the State to develop and operate a data match system using automated data exchanges to the maximum extent feasible on a quarterly basis, listing each non-custodial parent provided by the Department in the exchange who maintains an account at the financial institution and who owes past due child support in the amount of five hundred dollars (\$500) or more.

##### **B. Definitions**

The terms used herein shall have the following meanings:

1. **Account**
  - a. a demand deposit account;
  - b. checking or negotiable withdrawal order account;
  - c. a savings account;
  - d. a time deposit account;
  - e. a money-market mutual fund account; or
  - f. an IRA account

2. **Confidential Information:** All data provided by either party to the other pursuant to the terms and conditions of this agreement.
3. **Non-custodial Parent:** The child's natural parent, adoptive parent, or a person having signed an acknowledgement of paternity of the child or having been adjudicated to be the father of the child by a court of competent jurisdiction.
4. **State IV-D Agency:** The single and separate organizational unit in the State that has the responsibility of administering or supervising the administration of the State plan under Title IV-D of the Social Security Act and in accordance with Title 15 of the RI General Laws.

## **II. TERMS OF PERFORMANCE**

### **A. METHOD OF MATCHING DATA**

1. The Financial Institution shall conduct all data matches under this agreement in accordance with the method described and the data exchange media designated in the Election Form provided by the Department.
2. The information provided by the Financial Institution to the Department in the Election Form shall remain in effect for the duration of this Agreement. The Financial Institution may submit a revised Election Form, the effective date of which the Department and the Financial Institution will mutually determine.

### **B. DATA ELEMENTS AND REQUIREMENTS**

All data provided under this Agreement as required below shall be in accordance with the Financial Data Match Specifications set forth in EXHIBIT A attached hereto and incorporated herein.

1. All files must be provided to the Department in accordance with the Financial Institution Data Match Specifications. The inquiry file shall be returned along with the Financial Institution's report of all matched accounts to the Department at the following address (or any subsequent address as provided):

**Rhode Island Department of Human Services – CSE  
Data Center  
1670 Hartford Avenue  
Johnston, RI 02919  
ATTN: Tape Librarian, (FIDM)**

2. The Department shall provide quarterly the data set forth in **EXHIBIT A** with respect to individuals who owe past-due child support, and
3. The Department and the Financial Institution shall use automated data exchanges to the extent feasible, to minimize the cost of providing the data required under this agreement.

**C. ENCUMBERING AND SURRENDERING ASSETS**

1. The Financial Institution shall encumber or surrender the assets of a non-custodial parent held by the Financial Institution, upon receipt of the appropriate notices from the Department pursuant to RIGL § 15-21 et.seq.; and all other applicable state and federal laws.
2. The Financial Institution shall encumber or surrender the assets of a non-custodial parent, held by the Financial Institution in accordance with the Policy and Procedures of the Department, that may amend from time to time.
3. In the event that the Department amends such Policy and Procedures, the Financial Institution and the Department will determine a mutually acceptable date to implement the amended policy and procedures.
4. The Financial Institution hereby agrees to fully comply with any and all access to records requests by the Department in accordance with RIGL § 15-22-1.

**D. PERFORMANCE**

The Financial Institution shall be deemed to have acted in good faith in the performance of its duties under this agreement unless the Department can demonstrate by clear and convincing evidence of the Financial Institution’s intentional and/or willful acts or omissions in the performance hereof.

**III. NOTICE**

**A.** All written notices, requests, or permissions referenced in this Agreement or relating to this Agreement shall be sent to parties at the following addresses:

**To the Department at:** Department of Human Services – CSE  
77 Dorrance Street  
Providence, RI 02903  
Attn: Frank Dibiase  
401.222.5132  
fdibiase@cse.state.ri.us

**To the Financial Institution at:**

**B.** Written notice shall be sent to the Department in the event of any change in ownership or any significant changes in the structure of the Financial Institution, that might affect this agreement.

**IV. PAYMENT TERMS**

Notwithstanding the provisions of 42 U.S.C § 666 (a)(17)(B), the Financial Institution hereby agrees that it will not otherwise require the Department to pay any fee, tax or charge for complying with any terms provided for herein

**V. TERM**

This agreement will commence on the date it is signed by both the Department and the Financial Institution, and shall continue for a period of three (3) years from that date. The Agreement will be renewed every three (3) years, unless renewal is specifically rejected by one of the parties at least sixty (60) calendar days prior to the renewal date, through written notification to the other party of intent to terminate the agreement. Notwithstanding the foregoing, the parties understand that it may prove necessary to renegotiate some sections of this Agreement if the Federal or the Rhode law that requires the Department and the Financial Institution to enter into this agreement is amended or repealed.

## **VI. ADDITIONAL TERMS**

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

**B.** 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.

**C.** The Department may terminate the Agreement in whole or in part when it is in the best interest of the Department. The Department shall give the Financial Institution at least sixty (60) calendar days written notice of any termination.

**D.** Parties understand that it may prove necessary to renegotiate some sections of this Agreement if a change in the structure, ownership or business of the Financial Institution makes compliance with the terms of the Agreement impossible.

## **VII. CONFIDENTIALITY**

**A.** The Department and the Financial Institution shall adhere to policies and procedures that ensure that the confidential information obtained from each other is kept confidential.

**B.** The Department and its employees/contractors shall not disclose or retain, in whole or in part, the data to be provided pursuant to this Agreement except when in connection with the administration of the child support program, as otherwise permitted pursuant to this Agreement, or as specified in RIGL § 15-22-1, § 40-5.1-30 and § 40-6-12.

**C.** The Financial Institution and its employees shall not disclose or retain, in whole or in part, any data to be provided by the Department pursuant to this Agreement to any other individual or agency, except as specifically authorized by this Agreement, RIGL § 15-22-1 and § 40-6-12, or as otherwise required by law.

**SIGNATURE PAGE**

**FOR THE DEPARTMENT OF HUMAN SERVICES – CHILD SUPPORT ENFORCEMENT:**

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FOR THE FINANCIAL INSTITUTION:**

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOTE: A CERTIFICATE OF AUTHORITY OR CORPORATE RESOLUTION MUST  
BE ATTACHED**

**ALL SIGNED AGREEMENTS MUST BE RETURNED TO THE FOLLOWING ADDRESS:**

**DEPARTMENT OF HUMAN SERVICES/CSE  
77 DORRANCE STREET  
3<sup>RD</sup> FLOOR  
PROVIDENCE, RI 02903  
ATTENTION FRANK DIBIASE  
401.222.5132  
fdibiase@cse.state.ri.us**