

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD SUPPORT ENFORCEMENT**

CONTRACT FOR FINANCIAL INSTITUTION DATA MATCH

This Contract for Financial Institution Data Match (“the Contract”), is entered into by and between the Virginia Department of Social Services (“the Department”) and _____ (“the Financial Institution”), is for the purpose of providing and/or obtaining information by way of an automated data match system. The automated data match system is implemented and managed through the Interstate Data Exchange Consortium. (IDEC), the Department’s authorized agent (“the Authorized Agent”). The effective date of this Contract is established as of the date of execution through June 30, 2026. In consideration of the mutual covenants, promises, and agreements herein contained, the Department and the Financial Institution agree as follows:

ARTICLE I - PURPOSE

This Contract is entered into pursuant to Section 63.2-1932 of the Code of Virginia and Section 466(a) (17) of the Social Security Act, for the purpose of developing and operating a data match system. The Financial Institution shall participate in the automated data match system by providing on a quarterly basis, identifying information for each obligor parent who maintains an account at such institution and who owes past-due support, as identified by the Authorized Agent.

For purposes of this contract, “account” means a demand deposit account, checking or negotiable withdrawal order account, savings account, time deposit account, share account, share draft account or money market mutual fund account maintained in the Commonwealth of Virginia.

The Financial Institution will participate in the automated data match system by providing on a quarterly basis, the account title, record address, Social Security number or other taxpayer identification number, for any person in arrears in the payment of child support as identified by the Department through the Authorized Agent in its quarterly request to the Financial Institution. The Authorized Agent will provide either a Social Security number or other taxpayer identification number for each such obligor parent. The Authorized Agent will also provide the name of the obligor parent who owes past due child support. The Financial Institution shall be obligated to match only those accounts for which a Social Security number or taxpayer identification number is provided through the Authorized Agent, and shall have no obligation to match or identify any account based on a person’s name or any other identifying information.

The inquiry file will be returned to the Authorized Agent along with the Financial Institution’s report of all matched accounts. All files must be provided to the Authorized Agent as identified herein and in accordance with the approved format set forth in the Financial Data Match Specifications Handbook, developed by the federal Office of Child Support Enforcement Financial Institution Work Group, version 3.0, December 30, 2020. The Specifications Handbook and additional information about the FIDM program can be found at the Department of Health and Human Services Web site: <https://www.acf.hhs.gov/css/training-technical-assistance/msfidm-specifications-handbook>

The Department shall maintain policies and procedures to ensure that information it obtains from the Financial Institutions will be kept confidential and used solely for the purposes specified in Virginia Code Sections 63.2-1932. A Financial Institution providing information in accordance with this section shall not

be liable to any account holder or other person for any disclosure of information to the Department, for encumbering or surrendering any assets held by such financial institution in response to a lien or order to withhold and deliver issued by the Department, or for any other action taken pursuant to this section, including individual or mechanical errors, provided such action does not constitute gross negligence or willful misconduct.

All notices, paperwork, tapes or other communication from the Financial Institution to the Department regarding the Financial Institution Data Match program shall be addressed and sent to the Authorized Agent, as designated from time to time. *The Department designates IDEC as its Authorized Agent as of the date of this contract execution, and stipulates IDEC as the receiver of such notices, paperwork, tapes or other communication until further notice. The mailing address for IDEC is:*

IDEC - FIDM
c/o Informatix, Inc.
Attn: IDEC FIDM Operations
3120 Sovereign Drive, Ste 4A
Lansing, MI 48911
Tel: (877) 331-4150

ARTICLE II - ACTION

The Financial Institution must sign and return the attached contract, **by email only**, prior to entering the program. Newly chartered financial institutions will be provided a contract for participation in the FIDM program in a timely fashion by the FIDM Contract Administrator.

ARTICLE III - PARTIES TO THE CONTRACT

Virginia Department of Social Services
Division of Child Support Enforcement
(DCSE)

Financial Institution Data Match

Contact Person: FIDM Contract Administrator

E-Mail: dcsefinance-contracts@dss.virginia.gov

Financial Institution Name:

Contact Person: _____

Title: _____

Street Address: _____

Mailing Address (if different)

Telephone: _____

E-Mail: _____

ARTICLE IV - MATCH METHODOLOGY

The Financial Institution may elect to transmit the required information to the Authorized Agent by either of the following two methods. The method checked will be the method by which the Financial Institution agrees to participate. The type of method and/or media option may be changed upon written notification. *(Please specify preferred format for data match on last page.)*

☐ Method 1 (All Accounts Method)

The Financial Institution will submit to the Authorized Agent by the last day of each quarter, a file identifying all open accounts.

☐ Method 2 (Matched Accounts Method)

The Financial Institution will match a file supplied by the Authorized Agent not more than quarterly against all accounts maintained at that institution. Institutions electing this option will report the account title, record address, and Social Security number or other taxpayer identification number for all accounts maintained at the institution that match Social Security numbers or taxpayer identification numbers listed on the Authorized Agent's (Department's) inquiry file. The Financial Institution will have between 30 and 45 days to respond to each quarterly data request.

ARTICLE V - DATA PROCESSING AGENT

The Financial Institution may designate an agent (i.e., a third-party provider) to perform the data match on its behalf, by completing the information below.

Financial Institution's Agent:
Contact Person:
Title:
Street Address:
Mailing Address (if different):
Telephone Number:
E-Mail:

ARTICLE VI - REIMBURSABLE COSTS

In accordance with Virginia Code Section 63.2-1932, the Department is authorized, upon the request of the Financial Institution, to pay reasonable fees to the Financial Institution for conducting the data match, provided that no such fees shall exceed the actual costs incurred by the Financial Institution.

In order to receive reimbursement, the Financial Institution is required to furnish the Department an itemized account of the actual costs incurred in conducting the data match (i.e., both actual one-time set-up cost and actual quarterly processing costs). This itemized account is to be provided to the Department and not to its authorized agent.

The Department defines "reasonable fees" for conducting the data matches as follows: Quarterly Processing Costs: This charge, not to exceed \$250, includes computer time to run the quarterly match and other direct costs necessary to process the match.

The Financial Institution shall submit data once per quarter (QTR), an itemized claim of services rendered for the uploaded quarter in that quarter. The quarters are: October to December = 1st QTR, January – March = 2nd QTR, April – June = 3rd QTR, July – September = 4th QTR. Quarter sequence is based on start contract. This contract starts October, first quarter is October to December and so on. Invoice quarter is based on the quarter of the uploaded data, i.e. if data was uploaded in June the submission is for the 3rd QTR.

Upon completion of the contracted services, receipts (from the Informatix upload and, if used, the Financial Institution's contractor doing the data match upload) and approval of an itemized reimbursement claim/invoice, the Department will authorize payment no later than thirty (30) days after receipt. Billing template is Attachment #1. Claims/invoices for reimbursement shall be submitted electronically to:

Virginia Department of Social Services
Division of Child Support Enforcement (DCSE)
Instate Financial Institution Data Match
Contact Person: FIDM Contract Administrator
Address: 801 E. Main St., 12th Floor, Richmond, VA 23219
E-Mail: dcsefinance-contracts@dss.virginia.gov

The Financial Institution must choose one of the below options.

- ☐ **NO**, the Financial Institution is not requesting reimbursement for matches.
- ☐ **YES**, the Financial Institution is requesting reimbursement for quarterly matches.

ARTICLE VII - GENERAL TERMS AND CONDITIONS

- 7.1 **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with applicable Federal, State and local laws and regulations.
- 7.2 **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to the Commonwealth it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

In every contract over \$10,000, the provisions in 7.2.1. and 7.2.2. below apply:

7.2.1 During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are

required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 7.2.1 and 7.2.2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

7.2.2 The Contractor will include the provisions of 7.2.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.3 **ETHICS IN PUBLIC CONTRACTING:** By signing this contract, the Contractor certifies that it's offer is made without collusion or fraud and this it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its offer, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7.4 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing this contract, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.5 **DEBARMENT STATUS:** By signing this contract, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from entering into a contract with any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently so debarred.

If a vendor was created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

7.6 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7.7 **PAYMENT:**

7.7.1 To Contractor:

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the State contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payments in less than thirty (30) days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

7.7.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within the seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for the work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

7.7.3 Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

7.7.4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

7.8 **PRECEDENCE OF TERMS:** Paragraphs 7.1 through 7.7 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and

Conditions shall apply.

- 7.9 **TESTING/INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- 7.10 **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 7.11 **CHANGES TO THE CONTRACT**: The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 7.12 **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 7.13 **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies with the Commonwealth may have.
- 7.14 **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 7.15 **NONDISCRIMINATION OF CONTRACTORS**: A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- 7.16 **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 7.17 **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

ARTICLE VIII - SPECIAL TERMS AND CONDITIONS

- 8.1 **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any said materials during said period.
- 8.2 **CANCELLATION OF CONTRACT:** The Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be

terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 8.3 **CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 8.4 **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- 8.5 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- 8.6 **SUBCONTRACTS:** No portion of the work shall be subcontracted.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their authorized representatives intending to be bound by the terms and conditions set forth herein.

FINANCIAL INSTITUTION

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

Entity Name: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

FINANCIAL INSTITUTION DATA MATCH SET-UP SHEET

This information will be used to send the State of Virginia Data Match file to Informatix, Inc.

Institution Name

FEIN Number

Institution Physical Address (No P.O. Boxes)

Institution City / State / Zip Code

Institution Contact Name

Institution Contact Phone Number

Institution Email Address

Method Used:

- ☐ Method One – All Accounts Method
☐ Method Two – Matched Accounts

Media Type Options

- ☐ SFTP Transmission
☐ FTPs Transmission
☐ Secure Internet Website
☐ Encrypted CD Rom

Week of Process (select 1 – 10)

Date of Change

- ☐ Effective Immediately

IF USING A SERVICE PROVIDER or TRANSMITTER:

Processor Company Name

Processor FEIN Number

Processor Physical Address (No P.O. Boxes)

Processor City / State / Zip Code

Processor Contact Name

Processor Contact Phone Number

Processor Email Address

IF **NOT** USING A SERVICE PROVIDER PLEASE PROVIDE SOFTWARE VENDOR

Software Vendor Company Name

Software Vendor Contact Phone Number

Software Vendor Email Address

PLEASE COMPLETE AND RETURN TO INFORMATIX, INC.

Email: IDECall@informatixinc.com Fax: 517-318-4696
AND copy dcsefinance-contracts@dss.virginia.gov

Date Change Completed by Informatix