

Memorandum of Understanding
Between
The Rhode Island Division of Motor Vehicles
And
The Rhode Island Office of Child Support Services

This Memorandum of Understanding (MOU) is a voluntary agreement by and between and for the use and benefit of the Rhode Island Department of Human Services, Office of Child Support Services, located at 77 Dorrance Street Providence RI 02903, hereinafter referred to as "OCSS", and the Rhode Island Division of Motor Vehicles located at 600 New London Avenue, Cranston, RI 02920, hereinafter referred to as "DMV".

WHEREAS, OCSS is the official agency in the State of Rhode Island to administer Title IV-D of the federal Social Security Act (IV-D), and is authorized to develop and implement a statewide Child Support Program in accordance with state and federal law;

WHEREAS, OCSS is authorized to enter into Interagency Agreements with appropriate agencies in accordance with Title IV-D of the federal Social Security Act and the provisions of Sections 302.34 and 403.21 of Title 45 of the Code of Federal Regulations;

WHEREAS, both DMV and OCSS wish to enter into an Interagency Agreement to enhance the collection of child support; and

WHEREAS, the purpose of this Memorandum of Understanding is to recognize the cooperative effort between the OCSS and DMV to define an interagency cooperation facilitating the collection of child support.

NOW THEREFORE, it is agreed that:

A. Statement of Work and Responsibilities

1. The Office of Child Support Services is authorized to take steps leading to the certification of an obligor for noncompliance with an order of support to an appropriate board, state agency, or department. Such board, state agency, or department shall take the following actions against an obligor:

- o Revoke/Suspend a license to operate a motor vehicle;
- o Refuse to renew or reissue a motor vehicle registration or license to operate a motor vehicle;
- o Revoke/Suspend the license, certification, registration, permit, approval, or other similar document authorizing the obligor to engage in a profession, occupation, business, or industry;
- o Refuse to renew or reissue the license, certification, registration, permit, approval, or other similar document authorizing the

obligor to engage in a profession, occupation, business, or industry.

2.) OCCS will provide DMV with all obligors who are categorized for a license suspension. These actions may be requested only when the following conditions are met:

- o An obligor owes more than ninety (90) days' worth of his/her total child support obligation(s)(ex. current support order, arrears order, cash medical order, etc.) in one or more of his/her child support cases; or
- o An obligor has failed to obtain or maintain health insurance for his/her child(ren) pursuant to a court order

3.) Upon receipt of the certification of noncompliance with a support order from the OCCS, the DMV will revoke/suspend the obligor's license and/or refuse to issue or reissue a license until the obligor provides a release from the OCCS that states the obligor is in compliance with the order for support.

4.) If the obligor has been certified as noncompliant to any licensing agency or board, the OCCS will provide the obligor with written confirmation of compliance with a support order and a release from the noncompliance penalty of license suspension/revocation within five (5) business days after the obligor has been found to be in compliance with the support order. This release will be mailed to the obligor by first class mail to his/her address of record as indicated on the child support system.

5.) A revocation/suspension by a DMV or a refusal by DMV to reissue, renew, or otherwise extend the license or certificate of authority shall be deemed a final determination.

6.) If OCCS determines that it has erroneously provided information to the DMV, it will promptly notify the DMV of the error, including the individual affected.

B. Term

This agreement shall be effective February 2, 2018 and shall continue in full force and effect until modified or terminated in writing by the parties.

C. Confidentiality

- 1) This Agreement prohibits DMV use of OCSS Data beyond the permitted uses. DMV will limit its use of OCSS Data to the minimum amount necessary to perform the function(s) as part of this Agreement, and will not use OCSS Data outside the terms of this Agreement.

- 2.) DMV personnel shall treat individually identifiable information obtained from the OCSS computer database as confidential. DMV personnel shall limit use of said database to program- specific activities. DMV shall be responsible for ensuring that its staff understand the confidential nature of child support records and limit access to its content.
- 3.) Implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Rhode Island OCSS data, and to prevent any harmful effect from a Security Incident known or discovered by the subcontractor.
- D. DMV will mitigate, to the extent practicable and as soon as possible, any harmful effect known to OCSS of a Security Incident. DMV will preserve forensic evidence relating to each Security Incident; including log report data to be shared with OCSS within fourteen (14) calendar days of request.
- E. OCSS shall permit DMV to monitor and audit the records and activities which are or have been undertaken pursuant to this Agreement. DMV shall permit OCSS to monitor and audit activities that are or have been undertaken pursuant to this Agreement.
- F. All subcontractors will be subject to the requirements of this Agreement.
- G. Except as otherwise stated, this Agreement shall insure to the benefit of and be binding only upon the parties and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or implied provided.
- H. For purposes of this Agreement, the persons named below are designated representatives of the parties. All notices required to be given by the parties shall be given by registered or certified mail to the representatives named below. The parties may designate in writing a new or substitute representative:

OCSS:

Frank DiBiase
Chief Legal Counsel
RI Office of Child Support Services
77 Dorrance St.
Providence RI 02903
(401) 458-4412

DMV:

Bradford Booth
Deputy Chief of Legal Services
RI Division of Motor Vehicles
600 New London Avenue
Cranston, RI 02920
(401) 462-1208

- I. Any of the parties shall have the right to terminate this Agreement by giving the other party 30 days written notice. If notice is given, the Agreement will terminate at the end of the 30-day notice and the liabilities of the parties for further performance of the terms of the Agreement shall cease, but the parties shall not be released from the duty to perform up to the date of termination.

Walter R. Craddock

Walter R. Craddock, Esquire
Administrator
Division of Motor Vehicles

2/2/18
Date

Sharon A. Santilli

Sharon A. Santilli, Esquire
Associate Director
DHS Office of Child Support

2/2/18
Date