

State Memorandum of Agreement with Financial Institutions

STATE OF NORTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT DIVISION

FINANCIAL INSTITUTION DATA MATCH
MEMORANDUM OF AGREEMENT

This agreement, entered into by and between the State of North Dakota, acting through its North Dakota Department of Human Services, Child Support Division, (State) and the financial institution set forth below (Financial Institution), is for the purpose of exchanging information by way of an automated data exchange system implemented and managed through the State. In consideration of the mutual agreements herein contained, the Financial Institution and the State hereby agree as follows:

ARTICLE I

- A. This agreement is entered into pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act, 42 U.S.C. § 666(a)(17) and N.D.C.C. § 50-09-08.2(1)(h), for the purposes of operating a data match system and for implementing provisions of law under which the Financial Institution, in response to a notice of lien or levy, or other legal process, will, pursuant to state law, encumber or surrender, as the case may be, assets held by such institution on behalf of any noncustodial parent who owes unpaid child support. The Financial Institution shall participate in the exchange of data that ultimately will result in the Financial Institution providing on a quarterly basis, identifying information for each noncustodial parent who owes past-due child support, who maintains or during the last quarter maintained an account(s) at the Financial Institution. Under this Agreement, information may also be sought, as allowed by law, regarding other individuals who may owe or be owed child support. For the purpose of this Agreement “account” is defined in N.D.C.C. § 50-09-01(1). The Financial Institution must elect to share the required information with the State by selecting on Attachment A to this Agreement one of two methods, the “all accounts” method or the “matched accounts” method.
- B. The State and the Financial Institutions shall each develop and adopt procedures, subject to state and federal law and regulation, to ensure that information contained in their respective records and obtained from each other shall be kept confidential.

The information provided to the Financial Institutions (or their designated agents) for purposes of conducting the data matches may not be used by such institutions or agents for any other purposes and may not be redisclosed to any person except to the extent necessary to conduct the data matches. The Financial Institution and any of its agents shall return, destroy or erase all information provided to the

Financial Institution or any of its agents after completion of the data matches. Confidential customer information of a Financial Institution provided to the State under this agreement remains confidential under federal and state law including 42 U.S.C. § 669a(b) and N.D.C.C. § 50-09-08.2(2).

- C. All data supplied under this agreement shall be in accordance with the Financial Data Match Specifications Handbook dated August 3, 2010, or with any future edition of the handbook provided to the Financial Institution by the State.
- D. All agreements, attachments to agreements, revised attachments, notices, and other documents related to the status of this Agreement, other than notifications of changes in media type, shall be addressed to the State as follows or to such address as the State shall later designate in writing:

Financial Institution Data Match Program
Child Support Division
PO Box 7190
Bismarck, ND 58507-7190
FAX: (701) 328-6575
E-mail: SOFIDM@nd.gov

All data and match-results, including tapes or other media, and all notifications of changes in media type shall be addressed to the State's agent for data processing, Informatix, as follows, or to such agent and address as the State shall later designate in writing:

Informatix
Alliance FIDM Operations
1760 Abbey Road
East Lansing, MI 48867

- E. The Financial Institution shall identify, in Attachment A, the information needed for service upon the Financial Institution of all legal notices resulting from this agreement.
- F. The Financial Institution shall designate a contact person, who may be an agent of the institution, to perform the data match on its behalf by completing Attachment A. The institution also shall identify, in Attachment A, its preferred media format for reporting and receiving information under this Agreement.
- G. The Financial Institution shall submit and as needed update a schedule of quarterly submission dates to the State on Attachment A to this Agreement.
- H. The Financial Institution shall file an amended Attachment A with the State whenever the information provided on the current Attachment A, other than media type, changes. The

Financial Institution shall give notification of all changes in media type to the State's agent for data processing, Informatix, or to such agent and address as the State shall later designate in writing.

An amended Attachment A may be filed at any time by the institution and will become effective 30 days after it is received by the State unless the State objects to the amendment and communicates that objection to the Financial Institution. The State may elect to accept the amendment and communicate its acceptance in writing sooner than 30 days upon request by the Financial Institution.

In addition, the Financial Institution must file an amended Attachment A if the Financial Institution is involved in any merger, acquisition, change of name, or any other transaction that could affect the Financial Institution's performance under this Agreement.

- I. To request reimbursement of costs associated with compliance with this Agreement, the Financial Institution must enter into a separate agreement with the State.

ARTICLE II - ADDITIONAL TERMS

- A. This Agreement will commence on the date on which the last signature is obtained and continue through June 30, 2018, and shall continue thereafter, year to year (July 1 through June 30) unless otherwise modified by the mutual agreement of the parties.
- B. This Agreement may be amended in writing at any time by the mutual consent of the parties.
- C. This Agreement shall be construed in accordance with the laws of the State of North Dakota and any applicable federal laws, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

ARTICLE III - SIGNATURES/PARTIES TO THE AGREEMENT

Financial Institution

Financial Institution Federal Identification Number

Print Name and Title

Signature Date

Financial Institution Agent (if any)

Financial Institution Agent Federal Identification Number

Print Name and Title

Signature Date

State of North Dakota, Department of Human Services

James C. Fleming, Director
Child Support Division By: _____
Signature Date

STATE OF NORTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT DIVISION

FINANCIAL INSTITUTION DATA MATCH
MEMORANDUM OF AGREEMENT

Attachment A
Revised: February 11, 2014

INSTRUCTIONS: Please complete all sections and have a Financial Institution officer sign and date.

The Financial Institution must designate a contact person to perform the data match on its behalf by completing the information below:

Agent (if any): _____

Federal Identification Number: _____

Contact Person: _____

Title: _____

Physical Address: _____

Mailing Address: _____

Email: _____

Telephone: _____ Fax: _____

Service of all legal notices resulting from this agreement shall be served on the following person:

Person: _____

Title: _____

Financial Institution: _____

Physical Address: _____

Mailing Address: _____

Email: _____

Telephone: _____ Fax: _____

Please select the method your Financial Institution will use:

METHOD #1: ALL ACCOUNTS

The Financial Institution shall submit to the State or its designated agent, on a quarterly basis and within fourteen days of the end of the week designated on this Attachment to transmit data, a complete new file identifying all customer accounts. During each quarter, and before the end of the week designated on this Attachment to transmit data, the Financial Institution shall allow sufficient time to prepare, extract, and compile all data such that it is able to submit the file to the State or its designated agent within the time required. The State or its agent will then perform the data match.

