

STATE OF TEXAS  
OFFICE OF THE ATTORNEY GENERAL  
CHILD SUPPORT DIVISION

FINANCIAL INSTITUTION DATA MATCH  
MEMORANDUM OF AGREEMENT

This agreement, entered into by and between \_\_\_\_\_ acting on behalf of the Office of the Attorney General (OAG) 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 OAG. In consideration of the mutual agreements herein contained, the Financial Institution and the OAG 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 Section 231.302 and 231.307 of the Texas Family Code, 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 non-custodial parent who owes past-due 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 non-custodial parent who owes past-due child support, and who maintains or during the last quarter maintained an account(s) at the Financial Institution. Under this Agreement, information may also be sought, as permitted by law, regarding other individuals who may owe or be owed child support. The Financial Institution shall provide the required information to the OAG by using either the “all accounts” method or the “matched accounts” method as selected by the financial institution and detailed in Attachment A to this agreement.
- B. The OAG and the Financial Institution shall develop and adopt procedures, subject to state and federal statute and regulations, 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 disclosed to any person except to the extent necessary to conduct the data matches. The Financial Institution (or their designated agents) shall return, destroy or erase all information provided to the Financial Institution or any of its agents after completion of the data matches. Any time information provided to a Financial Institution or its agent by the OAG is destroyed or erased the Financial Institution shall provide the OAG with a statement containing the date of destruction or erasing, description of the material destroyed or erased, and the method used. Confidential customer information of a Financial Institution provided to the OAG under this agreement remains confidential under federal law 42 U.S.C. § 669a(b).

- C. All data supplied under this agreement shall be in accordance with the OCSE “Financial Data Match Specifications Handbook” dated March 5, 1999, or as later amended.
- D. All agreements, attachments to agreements, revised attachments, notices, and other

documents related to the status of this Agreement, shall be addressed to the OAG as follows or to such agent and address as the OAG shall later designate in writing:

STATE OF TEXAS  
OFFICE OF THE ATTORNEY GENERAL C/O INFORMATIX, INC  
3120 SOVEREIGN DRIVE, SUITE 4A  
LANSING, MI 48911

All data and match results, including tapes or other media shall be addressed to the OAG's agent for data processing, \_\_\_\_\_, as follows, or to such agent and address as the OAG shall later designate in writing:

INFORMATIX, INC  
AGENT FOR THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS  
3120 SOVERIGN DR, SUITE 4A  
LANSING, MI 48911

- 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, in Attachment A, a contact person, who may be an agent of the institution, to perform the data match on its behalf. The institution also shall identify, in Attachment A, its preferred media format for reporting and receiving information under this Agreement.
- G. Financial Institution shall designate, in Attachment A, a contact person for resolution of lien/levy processing.
- H. The Financial Institution shall provide, on Attachment A, a schedule of quarterly data submission dates to the OAG.
- I. The Financial Institution shall file an amended Attachment A with the OAG whenever the information contained on Attachment A changes and submit those changes to the OAG within 30 days of effective date of change.

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.

## **ARTICLE II - ADDITIONAL TERMS**

- A. This Agreement will commence on the date that the last required signature is affixed hereto and shall continue in effect until terminated by mutual agreement of the parties as permitted by federal and state law.
- B. The dispute resolution process provided for in Chapter 2260 of the State of Texas Government Code shall be used, as further described herein, by the OAG and Financial Institution to attempt to resolve any claim for breach of contract made by the Financial Institution.

A claim by Financial Institution for breach of this Memorandum of Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the State of Texas Government Code. To initiate the process, Financial Institution shall submit written notice, as required by subchapter B, to the Deputy Attorney General For Child Support, Office of the Attorney General, (Mail Code 033), P.O. Box 12017, Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and Financial Institution otherwise entitled to notice under this Memorandum of Agreement. Compliance by Financial Institution with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the State of Texas Government Code is Financial Institution's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediately preceding paragraph.

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the State of Texas Civil Practices and Remedies Code. Neither the execution of this Memorandum of Agreement by the OAG nor any other conduct of any representative of the OAG relating to the Memorandum of Agreement shall be considered a waiver of sovereign immunity to suit.

The submission, processing, and resolution of Financial Institution's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Financial Institution, in whole or in part.

- C. News releases, advertisement, publications, declarations and any other pronouncements by Financial Institution or any of its agents relating to this transaction, using any means or media, must be approved in writing by OAG prior to public dissemination.
- D. This Agreement may be amended in writing at any time by the mutual consent of the parties.
- E. Financial Institution agrees that this Memorandum of Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and any applicable federal laws except for any provisions regarding conflicts of laws. Financial Institution also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning this Memorandum of Agreement is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.

**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

**Accepted for the OAG by \_\_\_\_\_:**

\_\_\_\_\_

Authorized Signatory  
or Successor

\_\_\_\_\_

Date

**STATE OF TEXAS  
OFFICE OF THE ATTORNEY GENERAL  
CHILD SUPPORT DIVISION**

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MEMORANDUM OF AGREEMENT**

**Attachment A**

**If your company operates in more than one state you can choose to file with MS FIDM (multi-state telephone number (410) 277-9312). If you choose to file with MS FIDM, you must return this agreement, and on your company letterhead, document the reason you will not be filing with the Office of the Attorney General.**

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**INSTRUCTIONS: IF ANY CHANGES ARE MADE WITHIN A SECTION, PLEASE COMPLETE THE ENTIRE SECTION. PLEASE DRAW A LINE OR "X" OVER ANY SECTIONS NOT UPDATED. PLEASE COMPLETE NECESSARY SIGNATURES.**

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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: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Person: \_\_\_\_\_

Title: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

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The Financial Institution must designate a contact person for resolution of lien/levy processing:

Person: \_\_\_\_\_

Title: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

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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 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. A supplemental file must also identify each new account opened as well as each account closed in the prior quarter. The State or its agent will then perform the data match.

METHOD #2: MATCHED ACCOUNTS

The Financial Institution shall match an inquiry file supplied by the State against all customer accounts maintained by the Financial Institution. The Financial Institution must report all information required by the State on all customer accounts at the Financial Institution maintained by persons on the State's inquiry file. The Financial Institution must submit the report to the State within 45 days of its receipt of the inquiry file. The inquiry file will be sent to the Financial Institution on an agreed upon date, and not more than quarterly thereafter. The State shall send its inquiry file on the designated medium. The inquiry file shall be destroyed or erased, or returned to the State along with the Financial Institution's report of all match accounts.

