

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILD SUPPORT ENFORCEMENT

FINANCIAL INSTITUTION DATA MATCH
MEMORANDUM OF AGREEMENT

This agreement, entered into by and between the Nebraska Department of Health and Human Services ("Department") 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 Child Support Enforcement Division and/or its authorized agent. In consideration of the mutual agreements herein contained, the Financial institution and the Department hereby agree as follows:

I. SCOPE AND PURPOSE OF AGREEMENT

A. LEGAL AUTHORITY

This agreement is entered into pursuant to Neb. Rev. Stat. §§ 43-3328 to 43-3339 and the Personal Responsibility and Work Opportunity Reconciliation Act. 42 USC 666(a)(17), for the purpose of operating a data match system. The Financial Institution shall participate in the exchange of data by providing, on a quarterly basis, identifying information for each child support obligor who maintains an account(s) at the Financial Institution, and who owes past due child support, as identified by the Department. For the purpose of this agreement, "account" is defined in Neb. Rev. Stat. §§ 43-3329.

B. DISCLOSURE

Pursuant to Neb. Rev. Stat. §§ 43-3330 to 43-3331, the Financial Institution shall maintain confidentiality of all records supplied and shall use the records only for the purposes of data match. The Financial Institution is not liable under any state or local law to any individual or to the department for disclosure or release of information to the Department for the purpose of establishing, modifying, or enforcing a support order or for any other action taken in good faith to comply with the requirements of data matching. The Department shall implement appropriate security provisions for the listing and match listing and shall use this information solely for the purposes specified in 42 USC 666(a)(17).

C. METHOD OF MATCHING DATA

The matching method required for Nebraska is the "matched accounts method", also known as Method 2 in the federal Financial Data Match Specification Handbook.

Within thirty (30) days of the end of each calendar quarter, the Department shall send the Financial Institution a listing of child support obligors. The listing from the Department shall include the name and social security number or taxpayer identification number of each obligor to be used in matches within the Financial Institution's system. The Financial Institution shall match this inquiry file against all open accounts maintained by the Financial Institution within 30 days of receiving the listing. The Financial Institution must report all information required by the Department on any and all open accounts at the Financial Institution maintained by persons on the Department's inquiry file. The Financial Institution must submit the report to the Department within 5 days of conducting the match. The Department shall send its inquiry file on the designated medium. The inquiry file shall be returned to the Department along with the Financial Institution's report of all matched accounts.

Please indicate the media for receiving inquiry files and sending matched files.

The Financial Institution will **receive** child support obligor files from the Department on:

- _____ cartridge
- _____ tape
- _____ diskette
- _____ CD
- _____ Connect Direct
- _____ EDI
- _____ Internet
- _____ other (specify)

The Financial Institution will **send** matched account files to the Department on:

- _____ cartridge
- _____ tape
- _____ diskette
- _____ CD
- _____ Connect Direct
- _____ EDI
- _____ Internet
- _____ other(specify)

D. COMMUNICATION

Until further notice, communication from the Financial Institution to the Department regarding the data exchange shall be addressed to:

Nebraska Department of Health and Human Services
Child Support Enforcement
Attn: Lisa Maddock
P.O. Box 94728
Lincoln, NE 68509-4728
Phone: 402-471-1400 FAX: 402-471-7311

When the Financial Institution is not designating an agent, all notices, documents, tapes or other forms of communication from the Department to the Financial Institution regarding the data exchange shall be addressed to:

Financial Institution: _____

Federal Identification Number: _____

Contact person/ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____

E-Mail: _____ Fax: _____

Service of any notice of levy, lien or release of lien resulting from any match of information provided by the Financial Institution pursuant to the terms of this agreement, or upon any other request, shall be made upon the Financial Institution by regular mail at the above address unless the following address information indicates differently:

Financial Institution: _____

Federal Identification Number: _____

Contact person/ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____

E-Mail: _____ Fax: _____

E. DESIGNATION OF AGENT

The financial institution may designate an agent to perform the data match on its behalf by completing the information below:

Agency Name: _____

Contact person: _____

Title: _____

Street Address: _____

Mailing Address (if different) _____

City, State, Zip: _____

Telephone: _____

E-Mail: _____ Fax: _____

II. PAYMENT TERMS

The summary of all fees incurred and allowable in rendering services during the term of the agreement shall be as follows:

Quarterly Fees:

_____ The Financial Institution agrees to waive the fee.

_____ Actual costs not to exceed \$250 per quarter

_____ The Financial Institution requests quarterly fee be sent to designated agent.

In order to receive reimbursement of up to \$250 per quarter but not exceeding actual costs incurred in complying with this agreement, the Financial Institution shall submit on a quarterly basis, an invoice after each quarterly match has been completed. The invoice shall include an itemized statement of services rendered and detail the actual expenditures/costs incurred that are directly related to the service of reporting matches. Documentation of billed expenditures/costs incurred must be kept available by the financial institution for a period of 4 years for possible audit. After the receipt of accurate and complete reports, the Department shall authorize quarterly payment of the actual costs not to exceed \$250. Payment shall be made in accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 to 81-2408.

III. ADDITIONAL TERMS

- A. TERM. This agreement will commence on _____ and terminate on _____.
- B. AMENDMENT. Except for changes in notice and communication information, this agreement shall not be amended without the mutual consent of the parties in writing upon 30 days notice. Changes in notice and communication information may be made unilaterally to the other party at any time in writing upon 30 days notice.
- C. GOVERNING LAW. This agreement shall be construed in accordance with the laws of the State of Nebraska, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- D. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. This agreement *shall automatically terminate* in the event that 42 USC 666(a)(17) and Neb. Rev. Stat. §§43-3328 to 43-3339 are repealed.
- E. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Financial Institution acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- F. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Financial Institution shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Financial Institution's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- G. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Financial Institution shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means

the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Financial Institution is an individual or sole proprietorship, the following applies:

1. The Financial Institution must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Financial Institution indicates on such attestation form that he or she is a qualified alien, the Financial Institution agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Financial Institution's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Financial Institution understands and agrees that lawful presence in the United States is required and the Financial Institution may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

IV. DISCLAIMER FROM PARTICIPATION IN THE IN-STATE FINANCIAL INSTITUTION DATA MATCH

This Financial Institution _____, tax identification number _____ is a multi-state financial institution and is participating in financial institution data matching through the federal Office of Child Support Enforcement under the name _____, tax identification number _____.

or

This Financial Institution _____, tax identification number _____ does not offer any financial products that meet the definition of account in Neb. Rev. Stat. § 43-3329 and believes it is exempt from financial institution data matching.

V. SIGNATURES

Nebraska Department Of Health and Human Services:

Byron Van Patten, Administrator
Division of Children & Family Services
Department of Health and Human Services

Date

Financial Institution:

Financial Institution Name

Signature

Date

PRINT NAME AND TITLE

Financial Institution Agent (If Applicable):

Company

Signature

Date

PRINT NAME AND TITLE