

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
CHILD SUPPORT ENFORCEMENT PROGRAM

FINANCIAL INSTITUTION DATA MATCH
MEMORANDUM OF AGREEMENT

This agreement, entered into by and between the State of Nevada, acting through its Department of Health and Human Services, Division of Welfare and Supportive Services, Child Support Enforcement Program, (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), NRS 425.393 and NRS 425.400, 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 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 non-custodial 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. 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 disclosed 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 law 42 U.S.C. § 669a (b).

- C. All data supplied under this agreement shall be in accordance with the “Financial Data Match Specifications Handbook” dated August 3, 2010.
- D. All agreements, attachments to agreements, revised attachments, notices, and other documents related to the status of this Agreement, 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
State of Nevada, Department of Health and Human Services
Child Support Enforcement Program
1470 College Parkway, Suite 122
Carson City, NV 89706

All data and match-results, including tapes or other physical media shall be addressed to the State’s agent for data processing, Informatix Inc., as follows, or to such agent and address as the State shall later designate in writing:

Informatix, Inc.
ATTN: FIDM Operations
1760 Abbey Road
East Lansing, MI 48823-7394

- 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 changes and submit those changes to the State 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 last date all parties have signed this memorandum of agreement and shall continue thereafter, year to year 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 Nevada and any applicable federal laws.

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
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Print Name and Title

Signature

Date

State of Nevada

Louise Bush, Chief,
Nevada Child Support
Enforcement Program

By: _____
Signature Date

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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Attachment A

If your company operates in a more than one state you can choose to file with MS FIDM (multistate telephone #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 this state.

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 ALL NECESSARY SIGNATURES.

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: _____

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: _____

Contact Person for Inquiries From Child Support Enforcement Staff:

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.

Please indicate the media for receiving and sending inquiry files for the State and for submitting accounts:

The Financial Institution will receive file from State or its agent on:

_____ Cartridge _____ Tape _____ Diskette _____ EDI
_____ Connect Direct _____ Internet _____ Other

The Financial Institution will send accounts to the State or its agent on:

_____ Cartridge _____ Tape _____ Diskette _____ EDI
_____ Connect Direct _____ Internet _____ Other

Please indicate which week of the calendar quarter the Financial Institution will transmit data or perform the data match. Calendar quarters begin January 1, April 1, July 1, and October 1 of each year. E.g., indicating week three will indicate that the Financial Institution will perform the data match or data transmission on the weeks beginning January 15, April 15, July 15, and October 15.

Week: _____

EXECUTED FOR:

Financial Institution

Federal Identification Number

Print Name and Title

Signature

Date

ACCEPTED FOR THE STATE BY:

FIDM Coordinator

Print Name and Title

Signature

Date