

**FINANCIAL INSTITUTION DATA EXCHANGE MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES  
DIVISION OF FAMILY DEVELOPMENT  
OFFICE OF CHILD SUPPORT SERVICES  
AND  
NEW JERSEY FINANCIAL INSTITUTIONS**

**A. PURPOSE**

THIS MEMORANDUM OF AGREEMENT is between the New Jersey Department of Human Services, Division of Family Development, Office of Child Support Services, 5 Quakerbridge Plaza, Trenton, NJ 08625, herein referred to as “OCSS” and \_\_\_\_\_ as the financial institution which operates in the State of New Jersey, herein referred to as “financial institution.”

**B. FINDINGS**

OCSS is the federally mandated State agency responsible for administering the Child Support Program for the State of New Jersey in accordance with Title IV-D of the Social Security Act and is responsible for implementing and managing the exchange of data with financial institutions to seize funds for delinquent child support obligors as described in state statute, 2A:17-56.53g(2).

Pursuant to Public Law 1998, Chapter 1 and the Personal Responsibility and Work Opportunity Reconciliation Act, Pub. L. 104-193, the financial institution shall participate in the automated exchange of data that ultimately will result in the financial institution providing, on a quarterly basis, identifying information for each child support obligor who maintains an account at the financial institution. These identified obligors owe past due child support that equals or exceeds the amount of support payable for three months and for which no regular payments are being made.

The purpose of this Agreement is to exchange information by way of an automated data exchange system to effectuate the purposes of P.L.1998, c.1 and 2A:17-56.53g(2). In consideration of the mutual agreements herein contained, the financial institution and OCSS hereby agree as follows:

The parties acknowledge that OCSS, as the State agency administering the Title IV-D program, is authorized to receive the name, address, social security number, date of birth, account type, balance, and status to be used for child support enforcement purposes.

WHEREAS, OCSS is required to send the financial institution a notice of levy for all obligors identified as being delinquent; and

WHEREAS, OCSS utilizes electronic imaging technology and requires financial institution to make every effort to return original correspondence to ensure scanning capability by the State.

WHEREAS, FINANCIAL INSTITUTION is required to notify OCSS of an obligor’s account(s) status, i.e.-open, closed, or inactive.

WHEREAS, FINANCIAL INSTITUTION is required to place a levy on all accounts for the obligor with a balance of at least \$150 in available funds prior to the levy; and

WHEREAS, FINANCIAL INSTITUTION is required to forward levied funds to OCSS within forty (40) days unless other communication is received from OCSS; and

WHEREAS, FINANCIAL INSTITUTION will follow any instructions pursuant to subsequent communication from OCSS including requests to cancel, hold, adjust or proceed with levy; and

NOW, WHEREAS, in mutual consideration of the mutual covenants herein and pursuant to all federal and state laws and regulations, the OCSS and financial institution hereby AGREE to the terms and condition included in this Agreement as set forth below.

### C. TERMS OF AGREEMENT

The financial institution shall submit a schedule of quarterly submission dates to OCSS. The financial institution may elect to transmit the required information to OCSS by one of the following two methods, “all accounts method” or “matched accounts method.”

The financial institution is required to select a preferred method from the options below:

METHOD #1: ALL ACCOUNTS

The financial institution shall submit to OCSS on a quarterly basis, a file identifying all open accounts. The financial institution must submit a supplemental file within 30 days of the end of each subsequent calendar quarter. This supplemental file must also identify all open accounts as of the last date of the calendar quarter for which the financial institution is reporting. All files must be provided to OCSS in accordance with an established format as set forth in the policies and procedures implemented by OCSS, and incorporated herein by reference.

METHOD #2: MATCHED ACCOUNTS

The financial institution shall match an inquiry file supplied by OCSS against all open accounts maintained by the financial institution. The financial institution must report all information required by OCSS on any and all open accounts at the financial institution maintained by persons on the OCSS’ inquiry file. The financial institution must submit the report to OCSS within 30 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. OCSS shall send its inquiry file electronically. The inquiry file shall be returned to the OCSS along with the financial institution’s report of all matched accounts. All files must be provided to OCSS in accordance with an approved format as set forth in OCSS’ policies and procedures.

The financial institutions may elect to change the method of data matching on an annual basis upon 30 days written notice to OCSS.

All notices, documents, or other forms of communication from the financial institution to OCSS regarding the data exchange shall be addressed to:

Attn: Frances Milligan, OCSS Managing Supervisor

Division of Family Development  
Office of Child Support Services  
P.O. Box 709  
Trenton, New Jersey 08625  
Fax: 609-631-6428  
Email: [dfd.fidm@dhs.state.nj.us](mailto:dfd.fidm@dhs.state.nj.us)

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

Agent Name: \_\_\_\_\_

Information System's Contact's Name and Title: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

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

I will receive accounts from state on:

- \_\_\_\_\_ EDI/FTP
- \_\_\_\_\_ Internet
- \_\_\_\_\_ Other (specify)

I will send accounts to state on:

- \_\_\_\_\_ EDI/FTP
- \_\_\_\_\_ Internet
- \_\_\_\_\_ Other (specify)

#### D. RESTRICTIONS

OCSS and the financial institutions shall adopt policies and 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 and shall be used solely for the purposes specified in Public Law 1998, Chapter 1.

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 following address:

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

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

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

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

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

E-Mail: \_\_\_\_\_ FAX: \_\_\_\_\_

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

#### E. FINANCIAL TERMS

OCSS offers compensation to the financial institution as payment in full for the services provided under the agreement subject to appropriations. Payment in the amount of \$200.00 shall be made by OCSS within thirty days after the receipt of authorization by OCSS that a quarterly match has been completed.

Choose one option:

- The financial institution agrees to waive the quarterly fee from OCSS.
- The financial institution requests the \$200.00 quarterly fee to be sent directly to the financial institution.
- The financial institution requests the \$200.00 quarterly fee to be sent to a designated agent.

#### F. ENFORCEMENT

This agreement will commence on July 1, 2018 and shall continue thereafter year to year unless otherwise modified by the mutual agreement of the parties.

This agreement shall be constructed in accordance with the laws of the State of New Jersey, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

#### G. MODIFICATION

This agreement may be amended in writing by the mutual consent of the parties.

#### H. TERMINATION

This agreement shall automatically terminate in the event that Section 8 of Public Law 1998, Chapter 1 is repealed.

## I. AUTHORIZED PERSONNEL

All notices, questions or problems that arise in connection with this Memorandum of Agreement shall be sent to the individuals designated as contact persons below. Each party shall update the contact information immediately upon any change.

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Frances Milligan, OCSS Managing Supervisor  
Office of Child Support Services

J. SIGNATURES

FOR: **DEPARTMENT OF HUMAN SERVICES**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

FOR: **FINANCIAL INSTITUTION**

\_\_\_\_\_  
FINANCIAL INSTITUTION NAME

\_\_\_\_\_  
TAX ID

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

FOR: **FINANCIAL INSTITUTION AGENT**

\_\_\_\_\_  
AGENT NAME

\_\_\_\_\_  
TAX ID

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

Informatix Inc.  
FIDM Operations  
1760 Abbey Road  
East Lansing, MI 48823-7394  
877-965-3436 ext. 4751  
Fax 517-318-4696

**Financial  
Institution  
Data  
Match**

**Fax**

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**To:** Accounts Receivable      **From:** Data Match Specialist

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**Fax:**      **Pages:** 1

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**Phone:**      **Date:** 6/12/2018

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**Re:** NJ Child Support Reimbursement      **CC:**

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**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

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● **Comments:**

Hello:

The New Jersey Department of Human Services, Division of Family Development, Office of Child Support Services requires their "vendors" to enter and update all W-9 reimbursement information online. Please access NJStart to complete the process for reimbursements related to the financial institution data match. Below is the website and application support information.

- <https://www.njstart.gov/bsollogin.sdo>
- NJSTART Vendor email support: [njstart@treas.nj.gov](mailto:njstart@treas.nj.gov)
- NJSTART Vendor phone support – (609) 341-3500  
Staffed Monday to Friday 8:30 a.m. to 4:30 p.m.

Thank you,  
Informatix, Inc.

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