

MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW YORK STATE OFFICE OF
TEMPORARY AND DISABILITY ASSISTANCE

AND

(NAME OF FINANCIAL INSTITUTION)

(FEDERAL EMPLOYER IDENTIFICATION NUMBER)

THIS AGREEMENT is made by and between the New York State Office of Temporary and Disability Assistance (“OTDA”) and _____ (name of entity), a _____ (legal form of entity) with its principal office at _____ (the “Financial Institution”).

WHEREAS, OTDA, through its Division of Child Support Enforcement, is the State Office responsible for the overall supervision of the child support enforcement program in New York State in compliance with Title IV-D of the Federal Social Security Act (42 U.S.C. 651 et seq.); and

WHEREAS, Federal and State law authorize and require OTDA and Financial Institutions, as defined by 42 U.S.C. § 669a(d)(1), doing business within the State of New York, to develop and operate a data match system using automated data exchanges to the maximum extent feasible to identify the assets of child support obligors owing past-due support held by such Financial Institutions. (see 42 U.S.C. §§ 666(a)(17), 666(c), and 669a; New York Social Services Law 111-o and 111-s; New York Banking Law § 4(2) and (3); and New York Insurance law § 320(e)). The data match system is sometimes referred to herein as the Financial Institution Data Match (“FIDM”); and

WHEREAS, in addition to the FIDM requirements set forth in the preceding paragraph, New York State law also requires banks and other fiduciary institutions doing business in New York State to provide OTDA with access to information contained in records held with respect to custodial and noncustodial parents, including information regarding assets and liabilities, for the purpose of establishing paternity and/or establishing, modifying, or enforcing an order for support. (See New York State Social Services Law §§ 111-h(8) and 111-s); and

WHEREAS, the Financial Institution is a financial institution as defined by 42 U.S.C. § 669a(d)(1) and is doing business with New York State; and

WHEREAS, OTDA and the Financial Institution wish to enter into this agreement to effectuate the above data match system and transfer information (the “Agreement”).

NOW THEREFORE, it is mutually agreed as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. “Protected Information” means data or information to which the Financial Institution is given access that OTDA creates, receives or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium;
- b. “Authorized Persons” means the Financial Institution’s employees, subcontractors or other agents who are authorized and have a business need to access Protected Information to enable Financial Institution to perform the services pursuant to the Agreement;
- c. “Information Security Incident” means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information;
- d. “Information Security Breach” means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act (General Business Law Section 899-aa; State Technology Law Section 208); and
- e. “OTDA Contact” means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

2. MATCH METHODOLOGY. The financial Institution elects the following method to accomplish the data match with OTDA: [check only one box]

- METHOD 1:** The Financial Institution shall, quarterly, submit a data file to OTDA or its designated representative, that contains records of all accounts held by the financial institution.
- METHOD 2:** The Financial Institution shall, quarterly, receive a data file from OTDA or its designated representative, which contains all child support obligors and/or custodial parents (the “inquiry file”) and shall match the records contained in the inquiry file against all accounts maintained by the financial institution. The Financial Institution shall submit a complete file of the information contained in its accounts for all matched records (“matched records file”) to OTDA, or its designated representative.

3. TIMEFRAMES.

- a. **METHOD 1:** The Financial Institution will select a specific quarterly date and time for the Financial Institution to provide OTDA or its designated representative with the required file.
- b. **METHOD 2:** The Financial Institution will select a specific quarterly date and time for the Financial Institution to accept the inquiry file. The Financial Institution will complete the required match and submit the matched records file to OTDA or its designated representative within forty-five (45) days of receiving the inquiry file.

4. **INITIATION AND SUBSEQUENT SUBMITTAL DATES.** The parties agree that during the ____ week of the ____ month of the quarter that the Financial Institution will commence the data match. All subsequent data exchanges shall continue on the same selected month and week of each quarter.
5. **DATA TO BE DISCLOSED.** The specific information to be furnished by OTDA to Financial Institution under this agreement includes: (1) first name; (2) last name; (3) Social Security number; (4) Case Pass Back (which includes County Code and Case #ID#); and FIPS code.
6. **PURPOSE OF DATA.** OTDA will release Protected Information to Financial Institution exclusively for the purpose of effectuating the required data match. Financial Institution shall use the Protected Information only for the authorized purposes specified in this Agreement.
7. **OWNERSHIP OF DATA.** Financial Institution agrees that OTDA shall be deemed the “owner” of Protected Information disclosed by OTDA to Financial Institution under this Agreement for purposes of complying with the requirements of General Business Law Section 899-aa and 899-bb and State technology Law Section 208.
8. **DATA FORMAT AND MEDIA METHODOLOGY.** All data exchanged or submitted to and from the Financial Institution under this Agreement shall be done via a secure file transfer process, requiring that Protected Information be encrypted in transit and at rest, and shall be in the federally determined format approved by the Federal Office of Management and Budget. Such file layouts shall be provided to the Financial Institution, or its designated representative, by OTDA, or its designated representative. The media that the files will be traded will be by
 - a. ____ CD
 - b. ____ Diskette
 - c. ____ FTPs
 - d. ____ Secure Internet Website
9. **DATA PROTECTION.** The parties acknowledge that the inquiry file contains highly confidential data. If Method 2 is selected, the Financial Institution shall maintain the inquiry file in a secure and confidential manner and shall return the inquiry file to OTDA or its designated representative, along with the matched records file. The Financial Institution shall destroy/purge the inquiry file data and the matched records file data from its electronic and/or paper files immediately upon completion of each quarterly match. Destruction of data shall be performed in accordance with prevailing industry best practices and requirements. At a minimum, Financial Institution shall overwrite and save with nulls all files prior to erasing the file. The deletion of a file is not an acceptable method of data destruction. Physical storage media must be either physically destroyed, in the case of any portable storage device, or must be securely overwritten or sanitized in the case of computer hard drives, using appropriate utilities and applications. Financial Institution shall sanitize information system media, both digital and non-digital, in accordance with NIST Special Publication 800-88 Rev. 1 (Guidelines for Media Sanitization) when the inquiry file data and the matched records file data are no longer required to be retained by law or this Agreement.

If requested by OTDA, Financial Institution will provide confirmation that any required destruction and/or sanitization of the inquiry file data and the matched records file data is complete or an explanation of the reason that destruction is technically impossible or impractical. Confirmation of destruction and/or sanitization must include the following: (i) date destruction/sanitization completed, (ii) description of the item(s), serial number(s), inventory control number(s), if applicable, and (iii) destruction/sanitization method used. No information or code shall be added to any account maintained by the Financial Institution, which would indicate it has been included on a matched

record file. The Financial Institution shall safeguard the confidentiality, integrity and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and must comply with all applicable state and federal law, rules, regulations and policies.
- b. At no time shall any Protected Information be copied, disclosed or retained by the Financial Institution for any purpose other than performing the services under this Agreement.
- c. Financial Institution and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner or for any purpose not described in this Agreement without express prior written consent from OTDA.

10. DATA LOCATION. Protected Information shall only traverse or be stored in data centers physically located within the contiguous 48 United States. The Financial Institution shall not store, access, maintain or process Protected Information on a mobile or portable device. The Financial Institution will store and maintain Protected Information in a place and manner that is physically secure from access by unauthorized persons (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that unauthorized persons cannot obtain the information by any means.

11. CONTRACT AND DATA CENTER AUDIT. The Financial Institution shall allow OTDA and any other authorized government agency to audit the Financial Institution's compliance with the security procedures set forth in this section.

Financial Institution will maintain a system and/or procedure for handling, storage, use, and destruction of Protected Information governed by this Agreement sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

Financial Institution will permit OTDA, or their agent, to enter upon Financial Institution's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality and limiting dissemination of confidential information. Financial Institution will also cooperate with OTDA, or their agent in connection with any request for access to staff, information, or material related to a OTDA confidentiality compliance review, audit, or monitoring visit.

12. ACCESS. Financial Institution will limit access to Protected Information to the authorized employees of Financial Institution listed in this Agreement until the inquiry file data and the matched records file data are destroyed/purged from its electronic and/or paper files in accordance with this agreement. Financial Institution will ensure that this list is kept current and will advise OTDA in writing whenever an employee of Financial Institution is added or deleted from Agreement within 10 days of any such change. Notice of such change will be sent to:

Informatix Inc.
FIDM Solutions Group
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911

Email: Alliance@informatixinc.com
Fax: 517-318-4696

Neither party may assign or subcontract the Agreement, its obligation or any interest hereunder, without express, prior written consent of the other party. Any assignment or subcontract made without such consent will be null and void.

13. INFORMATION SECURITY INCIDENT AND INFORMATION SECURITY BREACH. If the Financial Institution or any Authorized Person or subcontractor becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Financial Institution shall within 30 minutes of becoming aware of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action is necessary in response to same. At such time, Financial Institution shall provide OTDA with the name and contact information for an employee of Financial Institution who shall serve as Financial Institution's primary security contact and shall be available to assist OTDA twenty-four (24) hours a day, seven (7) days per week in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
OTDA.GC.Notifications@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Financial Institution shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of and devise a proposed resolution and report the causes and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons. Financial Institution shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach ("Affected Persons") or, as appropriate, an Information Security Incident. Financial Institution is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. Providing credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected

Persons for a one-year period (together referred to as “Affected Persons Assistance”) if requested by OTDA or required by law.

14. IMMUNITY FROM LIABILITY. New York State Banking Law § 4, New York State Insurance Law § 320(c)(2), and New York State Social Services Law § 111-s provide financial institutions with certain protections from liability. Among these protections, a financial institution that provides information on noncustodial parents who owe past-due child support to OTDA in good faith or takes any other action in good faith in an attempt to comply with the FIDM provisions of this Agreement shall not be liable to any person for disclosing such information or for taking such action.

15. APPLICABLE LAWS AND POLICIES. This Agreement shall be construed in accordance with the laws of the State of New York, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. OTDA and the Financial Institution shall observe and abide by all applicable New York State and Federal statutes, rules, regulations, and policies regarding use and/or disclosure of information. Furthermore, nothing herein shall be deemed to limit the authority of OTDA or a local social services district pursuant to New York State Social Services Law §§ 111-b(8) and 111-s.

16. COSTS. OTDA and the Financial Institution shall each be responsible for their own costs in administering this program. However, The Financial Institution shall bear all costs associated with providing Affected Persons assistance in the event of an information security breach or information security incident.

17. SUBMISSIONS AND COMMUNICATIONS TO OTDA.

a. All electronic files and data required by this Agreement, as well as technical questions relating to such files and data, from the Financial Institution to OTDA relating to or required under this Agreement shall be directed by the Financial Institution to:

FIDM Solutions Group
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911

Telephone, facsimile or e-mail may be made, toll free, during normal business hours to:

Informatix Inc./FIDM
Phone: (866) 322-3436
Fax: (517) 318-4896
alliance@informatixinc.com

b. All other communications and documents not included in (a) above, including agreements, notices, or other written communications, from the Financial Institution to OTDA relating to or required under this agreement, shall be directed to:

FIDM Solutions Group
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911

Telephone, facsimile or e-mail may be made, toll free, during normal business hours to:

FIDM Solutions Group
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911
FIDMAlliance@informatixinc.com

18. SUBMISSIONS AND COMMUNICATIONS TO FINANCIAL INSTITUTION.

- a. 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.

The Financial Institution shall designate, in Attachment A, a contact person, who may be an agent of the Financial Institution, to perform the data match on its behalf.

The Financial Institution shall designate, in Attachment A, a contact person for resolution of lien/levy processing.

The Financial Institution shall file an amended Attachment A with OTDA whenever the information contained in Attachment A changes, and submit those changes to OTDA at least thirty (30) days in advance of the effective date of the 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 purpose or operation of this Agreement.

- b. The Financial Institution ____ does ____ does not plan to use a Transmitter to exchange data with OTDA (Attachment B).

19. CHANGE OF CONTACT INFORMATION. The Financial Institution must specify a change in the contact information contained in Attachment A pursuant to the provisions of Section 18 of this Agreement. OTDA shall specify a change in the contact information contained in Section 17 of this Agreement by written notice to the Financial Institution at least thirty (30) days in advance of the effective date of the change.

20. MODIFICATION. Notwithstanding modifications made pursuant to Section 18 of this Agreement, no Modification of this Agreement shall be binding unless it is in writing and mutually agreed upon by the Financial Institution and OTDA.

21. AGREEMENT PERIOD. Agreement shall be effective on the date this Agreement is fully executed by the parties and shall remain in effect until amended or terminated by the mutual consent of the parties; provided, however, it may be terminated by either party in the event of substantial change in Federal and/or New York State law affecting the duties of the parties in relation to data matches.

22. GENERAL TERMS.

The Financial Institution's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

Financial Institution Agreement

IN WITNESS WHEREOF EACH PARTY, THROUGH ITS DULY AUTHORIZED REPRESENTATIVE, HAS CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE INDICATED BELOW:

New York State Office of Temporary
and Disability Assistance

Financial Institution:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

NEW YORK STATE OFFICE OF
TEMPORARY & DISABILITY ASSISTANCE
DIVISION OF CHILD SUPPORT ENFORCEMENT

Financial Institution Data Match
Memorandum of Agreement

Attachment A

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

Financial Institution: _____

Agent (if any): _____

Federal Identification Number: _____

Contact Person: _____

Title: _____

Street 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: _____

Financial Institution Agreement

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: _____

Transmitter information is as follows (to be completed by the Financial Institution):

IF USING A SERVICE PROVIDER:

Processor Company Name and FEIN Number

Processor Contact Phone Number

Contact Name to Receive File

Processor Street Address (No. P.O. Boxes)

Processor City/State/Zip

Processor Email Address

IF NOT USING A SERVICE PROVIDER PLEASE PROVIDE SOFTWARE VENDOR'S:

Vendor Company Name

Vendor Contact Phone Number

Vendor Email Address