

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement"), entered into by and between Arkansas Office of Child Support Enforcement ("the Department") and _____ ("Financial Institution"), is for the purpose of exchanging information by way of an automated data exchange system. The data exchange system will be implemented and managed through the Department and/or its authorized agent. In consideration of the mutual agreement herein contained, the Financial Institution and the department agree as follows:

ARTICLE I – PURPOSE

- A. This Agreement is entered into pursuant to Arkansas Code Annotated §9-14-208 for the purpose of developing and operating a data match system. _____ ("Financial Institution") shall participate in the automated exchange of data whereby the Financial Institution will provide, on a quarterly basis, identifying information for each child support obligor who owes past due support and maintains an account at the Financial Institution.

The financial Institution shall match an inquiry file supplied by the Department's authorized agent against all open accounts maintained by the Financial Institution. The Financial Institution must report all information required by the Department on any accounts maintained by persons on the inquiry file. The Financial Institution must submit the report to the Department's authorized agent within 30 days of receipt of the file. The inquiry file will be sent from the Department's authorized agent to the Financial Institution the subsequent month following each quarter. All files must be provided to the Financial Institution in accordance with an approved format as set forth in the Financial Data Match Specifications Handbook, incorporated herein by reference.

The inquiry file shall be returned to the Department's authorized agent along with the financial institution's report of all matched accounts. All files must be provided to the Department's authorized agent in accordance with an approved format as set forth in the Financial Institution Data Match Specifications Handbook.

- B. The Department and the Financial Institution shall adopt policies and procedures 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 Arkansas Code Annotated §9-14-208.
- C. All notices, paperwork, tapes or other communication from the Financial Institution to the Department regarding the Financial Institution Data Match Program shall be addressed and sent to the Department or its authorized agent as designated from time-to-time. The Department's authorized agent at this time is Informatix, Inc. whose mailing address is as follows:

Informatix, Inc.
IDEC FIDM Operations
1760 Abbey Road
East Lansing, MI 48823-7394
(877) 331-4150

- D. Service of any notice of 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 *fax or mail us at the follow address:

*Service by certified mail or Federal Express is available upon written request by the Financial Institution

ARTICLE II - PAYMENT TERMS

In accordance with Arkansas Code Annotated §9-14-208(e), the Department is authorized to pay a reasonable fee to the Financial Institution for its compliance. This fee may not exceed the actual costs incurred by the Financial Institution, and if agreed upon before _____.

ARTICLE III – ADDITIONAL TERMS

- A. The files supplied by the Department’s authorized agent may at times contain obligor information from the Interstate Data Exchange Consortium, of which the Department is a member. IDEC member states are Alabama, Arkansas, Delaware, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Virginia, and West Virginia. This information will be handled under the same policies and procedures as specified in this Agreement.
- B. This agreement will commence on or after _____, and continue unless terminated by the mutual consent of the parties.
- C. This Agreement constitutes the entire agreement of the parties concerning the subject matter herein and may be modified or amended only by the written agreement of both parties.
- D. This Agreement shall be construed in accordance with the laws of the State of Arkansas, and is binding upon and insures to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF the undersigned authorized representatives of the parties have executed the Agreement on the dates below to be effective as of the Effective Date.

Alan McVey, Administrator
Office of Child Support Enforcement
P. O. Box 8133
Little Rock, AR 72203

Name/Title

Financial Institution

Date: _____

Address: _____

Date: _____

FINANCIAL INSTITUTION DATA MATCH SET UP

Please complete the information below to facilitate the timely exchange of documents and data files with the Office of Child Support Enforcement and its vendor, Informatix, Inc. A postage paid envelope is included for you convenience.

Financial Institution Name _____ FEIN _____

President _____ Compliance Officer _____

Levy Division Manager _____

Contact Person to receive data file _____ Phone _____

Fax _____ E-Mail _____

Street Address _____

Mailing Address (if different) _____

City _____ State _____ Zip _____

If Transmitting Agency is different than above, please supply the following information:

Transmitting Agency _____

Street Address _____

Mailing Address (if different) _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____ Ext _____

Fax _____ E-Mail _____

Media Type:

- 3480 Cartridge CD ROM
- 3490 Cartridge FTP Transmission
(when available)
- 3590 Cartridge
- 9 Track Round Real Other _____
- 3 ½ " High Density Diskettes

Special Instructions:
