

**STATE OF ARIZONA
DEPARTMENT OF ECONOMIC SECURITY
DIVISION OF CHILD SUPPORT SERVICES**

FINANCIAL INSTITUTION DATA MATCH AGREEMENT

This Agreement entered into by and between the Arizona Department of Economic Security (ADES), Division of Child Support Services, (DCSS) 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 DCSS.

In consideration of the mutual agreements herein contained, the Financial Institution and ADES 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), and Arizona Revised Statutes § 25-523, et. seq., 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 federal and 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 ADES by selecting on Attachment A to this Agreement one of two methods, the "all accounts" method or the "matched accounts" method.

B. ADES has implemented appropriate measures to maintain the absolute security and confidentiality of the Financial Institution's customer information which ADES may use, have knowledge of, or have access to as a result of its relationship with the Financial Institution under the terms of this Agreement. The customer information shall include, but not be limited to, customer lists or data provided by the Financial Institution or compiled by ADES. ADES will not use customer information for any purpose other than to carry out the activity for which the customer information was intended under the terms of this Agreement.

The information provided to the Financial Institutions (or their designated agents) for purposes of conducting the data matches shall 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 ADES under this Agreement may be disclosed only for the purpose of, and to the extent necessary in, establishing, modifying, or enforcing a child support obligation of such customer under federal law 42 U.S.C. § 669a(b).

C. All data provided under this agreement shall be in accordance with the "Financial Data Match Specifications Handbook" dated December 30,2020.

D. All agreements, attachments to agreements, revised attachments, notices, and other documents related to the status of this Agreement, shall be addressed to DCSS as follows:

Arizona Department of Economic Security
Division of Child Support Services
Email: DCSSContractsUnit@azdes.gov

All data and match-results shall be addressed to DCSS'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.
FIDM Solutions Group
3120 Sovereign Dr, Suite 4A
Lansing, MI 48911

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 Financial 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 ADES 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 DCSS within 30 days of the 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.

- I. The Financial Institution may elect to recover the costs of performing the data match. A flat-rate fee, not to exceed the actual cost of performing the match, up to \$125.00 per quarter is allowed. Financial Institutions electing to recover costs shall furnish an invoice and auditable supporting documentation of actual costs incurred in performing the data match. The invoices shall be sent to the Arizona Department of Economic Security, Division of Child Support Services, Email: DCSSContractsUnit@azdes.gov.

ARTICLE II - ADDITIONAL TERMS

- A. This Agreement shall commence when all required signatures are affixed.
- B. This Agreement shall terminate on June 30, 2029.
- C. Either party may terminate this Agreement with thirty (30) day written notice via email to: DCSSContractsUnit@azdes.gov.
- D. This Agreement may be amended in writing at any time by mutual written consent of both parties.
- E. This Agreement shall be construed in accordance with the laws of the State of Arizona and any applicable federal laws including the following: A.R.S § 12-1518 (Arbitration), and A.R.S. § 35-215 (Records and Audit) and A.R.S. § 38-511 (Cancellation for Conflict of Interest).
- F. In accordance with A.R.S. §35-214, the Financial Institution shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to the acquisition and performance of this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by ADES at reasonable times. Upon request, the Financial Institution shall produce a legible copy of any or all such records.
- G. The materials and services supplied under this agreement shall comply with all applicable Federal, state and local laws, and the Financial Institution shall maintain all applicable licenses and permit requirements. The Financial Institution shall also comply with State Executive Order No. 2009-09 (Non-Discrimination) and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.
- H. ADES may reduce payments or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated. ADES shall have the sole and unfettered discretion in determining the availability of funds.

ARTICLE III - SIGNATURES/PARTIES TO THE AGREEMENT

Financial Institution:

Name of Financial Institution Federal Identification Number

Print Name and Title

Signature Date

Financial Institution Agent (if any):

Financial Institution Federal Identification Number

Print Name and Title Date

**Arizona Department of Economic Security – Division of Child
Support Services On behalf of The Division of Child Support
Services**

Signature Date

Name and Title

**STATE OF ARIZONA
DEPARTMENT OF ECONOMIC SECURITY
DIVISION OF CHILD SUPPORT ENFORCEMENT
FINANCIAL INSTITUTION DATA MATCH AGREEMENT**

Attachment A

INSTRUCTIONS: If entering into a new Agreement or amending the existing Agreement, please complete all sections and have a financial institution officer sign and date.

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: _____

Please select the method your Financial Institution will use:

METHOD #1: ALL ACCOUNTS

The Financial Institution shall submit to ADES 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 complete new 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 ADES or its designated agent within the time required. ADES or its agent will then perform the data match.

METHOD #2: MATCHED ACCOUNTS

The Financial Institution shall match an inquiry file provided by ADES against all customer accounts maintained by the Financial Institution. The Financial Institution shall report all information required by ADES on all customer accounts at the Financial Institution maintained by persons on ADES's inquiry file. The Financial Institution shall submit the report to ADES 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. ADES shall send its inquiry file on the designated medium. The inquiry file shall be destroyed or erased, or returned to ADES along with the Financial Institution's report of all match accounts.

Please indicate the Financial Institution's preference for receiving and sending inquiry files and for submitting accounts to ADES:

1. The Financial Institution will **receive** inquiry file from the ADES or its agent using:

_____FTP transmission, _____Secure Internet Website, _____Encrypted CD Rom

2. The Financial Institution will **send** accounts to the ADES or its agent using:

_____FTP transmission, _____Secure Internet Website, _____Encrypted CD Rom

Please indicate which week of the calendar quarter the Financial Institution will transmit data or perform the data match.

Week: _____
