

AGREEMENT

This **AGREEMENT** (the agreement), entered into by and between Georgia Department of Human Resources and _____ (Name of 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 child support enforcement program of the Department and/or its authorized agent. In consideration of the mutual agreements herein contained, the financial institution and the Department hereby agree as follows:

ARTICLE I- PURPOSE

This Agreement is entered into pursuant to O.C.G.A. 19-11-30 for the purpose of developing and operating a data match system.

ARTICLE II- PROCEDURE

- A. The 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.
- B. The financial institution shall match an inquiry file supplied by the Department authorized agent against all open accounts maintained by the financial institutions. The financial institution must report all information required by the Departments authorized agent within 30 days of receipt. The inquiry file will be sent from the Departments authorized agent to the financial institution via any of the following:

- 3480, 3490, 3590 cartridge,
- 9 Tract Tape, 3 1/2 High Density Diskette,
- CD-ROM
- or FTP Transmission (when available)

and the match file is due 30 days from the receipt of the inquiry file. The financial institution must select the specific media to be used for the inquiry file and return the match file to the authorized agent using the same media type. The financial institution shall also return the Financial Institution Data Match Set-Up Form indicating its choice. All notices, paperwork, tapes and other communication from the financial institution to the Department regarding the financial institution data match program shall be addressed and mailed to the Department or its authorized agent as designated from time to time. The Department's authorized agent at this time is ACS, Inc. whose mailing address is as follows:

**ACS State & Local Solution
2800 W. Mockingbird Lane
Dallas, TX 75235
Phone: 214 956-6321 OR Fax: 214 956-6328**

- C. 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 purpose specified in O.C.G.A. 19-11-30.1, 19-11-30.4, and 19-11-30.7
- D. Pursuant to O.C.G.A. 19-11-30.4, any agent contracted by DOAS and/or DHR to receive, process and distribute data from Financial institutions for this registry shall sign an agreement with the contracting agency to ensure confidentiality and specified use only of the data collected from the financial institutions. Returned his signed agreement to the following address:

**Georgia Department of Human Resources/OCSS
2 Peachtree Street, 20th Floor
Atlanta, Georgia 30303
Attention: FIDM Coordinator**

- E. 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 certified mail at the following address:

ARTICLE III- FINANCIAL INSTITUTION LIABILITY

The financial institution and any third party service provider disclosing account information for the Financial Institution Data Match Program on behalf of its contracted financial institution(s) operating in the state of Georgia is exempt from Liability pursuant to the provisions of O.C.G.A. 19-11-30.9.

ARTICLE IV- TERMINATION

- A. **Termination by Mutual Consent.** This Agreement may be terminated by written agreement, signed by both parties.
- B. **Termination Due to Change in Law.** In the event the data match requirements in the O.C.G.A. 19-11-30 are repealed, this Agreement shall automatically become void. The Department of Human Resources shall provide written notice that the Agreement is terminated to the financial institution within ninety (90) calendar days of the change in the law
- C. **Termination for Convenience.** The Contracting Officer may terminate the Agreement in whole or part when it is in the best interest of the Department of Human Resources. The Department shall give the financial institution at least (60) calendar days written notice of any termination for convenience.
- D. **Termination Due to Name Change and/or Merger.** In the event the name of the financial institution(s) should change the financial institution(s) shall notify the Department of Human Resources in writing within thirty (30) days of the change and/or merger. Upon receiving notice the department shall terminate this Agreement and replace with a new Agreement reflecting the name change and/or merger of the financial institution(s).

ARTICLE V- ADDITIONAL TERMS

- A. The files supplied by the Department's authorized agent may at times contain the obligor information from the Electronic Parent Locator Network of which the Department is a member. Electronic Parent Locator Network member states are currently Alabama, Arkansas, Delaware, Georgia, Kentucky, Louisiana, North Carolina, Oklahoma, South Carolina, Tennessee, Virginia, West Virginia, New Mexico and South Dakota. In the future, additional states may possibly be added or deleted from the network or contract with the vendor through the Electronic Parent Locator Network for the financial institution data match only. This information will be handled under the same policies and procedures as specified in this agreement.
- B. This Agreement will commence on **signature by both parties**, and continue there after year to year unless otherwise modified by the mutual agreement of both parties.
- C. This Agreement constitutes the entire agreement of the parties concerning the subject matter herein and may be modified or amended only by written agreement of both parties.
- D. This Agreement shall be construed in accordance with the laws of the State of Georgia, and is binding upon and insures to the benefit of the parties and their respective successors and assigns.

E. Written notice shall be sent to the Department in the occurrence of any change in ownership or major changes in the structure of the financial institution which might affect this Agreement, e.g. insolvency, merger, etc.

Regional Filtering

(1) The Department will first submit names of delinquent obligors to the financial institutions requesting regional Filtering, which have operations in the same postal zip codes as the last known address of the delinquent obligor? Financial institutional list postal zip code selection below

(2) The Department reserves the right to submit to financial institutions outside of the delinquent obligor's postal ZIP code failing a positive match in (1) above or if the Department has probable cause to believe that assets are contained in financial institutions identified in (1) above.

D. Costs:

(1) The Department may pay a reasonable fee to the financial institution for conducting the searches required herein; however the cost cannot exceed the actual cost incurred by the Financial Institution or \$100 per quarter; whichever is less.

OR

(2) The Financial Institution can elect to claim the cost associated with conducting the searches under the Community Reinvestment Act.

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

Georgia Department of Human Resources

Financial Institution

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Telephone Number: _____

Return this Signed Agreement to the FIDM Coordinator's address listed above.