

CONTRACT BETWEEN
SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES
AND
NEW MEXICO DEPARTMENT OF HUMAN SERVICES
FOR
OPERATIONS OF THE INTERSTATE DATA EXCHANGE CONSORTIUM
CONTRACT NUMBER: I 10013D

This Contract between the South Carolina Department of Social Services, (SCDSS) Post Office Box 1520, Columbia, South Carolina, 29202-1520, hereinafter referred to as "IDEC Seat Agency" and the New Mexico Department of Human Services, hereinafter referred to as the "IDEC Contracting Agency" is based on the following terms and conditions.

RECITALS

Whereas, the participating member states of IDEC desire to continue the operation of IDEC utilizing their funds and organizing said states in like manner to the organizational structure employed under the Memorandum of Understanding between the Public Welfare Agencies.

Now, therefore, the parties, in consideration of the mutual promises, covenants and stipulations set forth below, agree as follows:

ARTICLE I

CONTRACT IMPLEMENTATION

This Contract shall take effect as of July 1, 2009, and shall, unless terminated sooner, continue in full force and effect through June 30, 2010.

This Contract shall take effect when any party begins to use or continues using IDEC services. Signature to this contract also serves to bind the IDEC Contracting Agency. This contract is effective between the parties as of the effective date specified above; however, monthly charges for IDEC services which may have been provided on an interim basis prior to the effective date of the contract shall be reimbursed at the same rate, unless the parties have agreed otherwise in writing.

ARTICLE II

DEFINITION OF TERMS

The use of definitions in this section is for the purpose of clarification and does not serve to establish any obligation on any party.

As used in this contract the following terms shall have the following defined meanings:

1. Data Source: Any source of Parent Locate IDEC data that any State wishes to provide.
2. DHHS: The United States Department of Health and Human Services.
3. IDEC: Interstate Data Exchange Consortium. The Interstate Data Exchange Consortium is a consortium of states joined together for the common purpose of pooling individual state data resources into a real-time on-line system which provides a comprehensive search capability to locate absent parents under the Child Support Enforcement Program as well as providing a shared automated means of securing information from financial institutions resulting in the enforcement of child support orders.
4. IDEC Contracting Agencies: The Public Welfare Agencies of the states participating in the IDEC and who comprise the Child Support Enforcement Programs of those same states, and any additional states who join in this contract.
5. IDEC Contracting Agency: The New Mexico Department of Human Services.
6. IDEC Contractor: The third party contractor who was awarded the Facilities and Operational Management Contract of IDEC by the IDEC Seat Agency through the established procurement process of the State of South Carolina.
7. IDEC Seat Agency: South Carolina Department of Social Services.
8. Financial Institution Data Match: The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) makes it more important than ever that children and their custodial parents receive the child support to which they are entitled, as the Act places time limits on the receipt of welfare assistance. To assist in this effort, the child support enforcement requirements of PRWORA mandate that each State implement a quarterly matching of delinquent non-custodial parents to the accounts maintained at financial institutions. The Financial Institution Data Match Handbook establishes the Specifications to be used to conduct this matching.
9. Financial Institution Data Match (FIDM) Component: The component of IDEC that provides an automated process for data exchanges between the IDEC participating states and financial institutions in the participating states.

10. Automated Enforcement of Interstate (AEI) Cases: The component of IDEC that provides an automated process for interstate action for IDEC states to request and respond to seize and freeze actions on accounts identified in the FIDM process.

ARTICLE III

CONTRACTING AGENCY GENERAL RESPONSIBILITIES

The IDEC Contracting Agency agrees that it is responsible for and agrees that it will do the following:

- A. Designate two (2) staff members to IDEC to perform the duties of the IDEC System Coordinator and the IDEC Locate Lead Person;
- B. Maintain such records and documents, as required by the IDEC Policy Board and the Office of Child Support Enforcement, to account for IDEC use and corresponding charges, said records to be retained for at least a period of three (3) years;
- C. Assure that the data obtained from IDEC shall be used only for the purpose of locating Non-custodial parents or their assets, custodial parents and their children, and to permit only authorized personnel to access IDEC;
- D. Pay monthly charges for the use of IDEC, as outlined in Article IV and Article V;
- E. Cooperate with the IDEC Seat Agency in continuing IDEC operations in the state of New Mexico;
- F. Attend and participate in general conferences, workshop and training sessions involving IDEC participating states;
- G. Allow its executive head, or his/her designee, to serve as a member of the IDEC Policy Board; attend semi-annual IDEC Board Meetings, participate in Board conference calls, and attend related conferences; and
- H. Assume a proportional share of the costs paid for the operations of the Office of the IDEC Director.

ARTICLE IV
CONTRACTING AGENCY RESPONSIBILITIES
FOR THE
FINANCIAL INSTITUTION DATA MATCH (FIDM) COMPONENT OF IDEC

The IDEC Contracting Agency agrees to:

- A. Provide files of obligors to the IDEC Contractor for the Financial Institution Data Match Component of IDEC on media as agreed upon using the format specified in the Federal OCSE Financial Data Match Specifications Handbook;
- B. Submit the files of obligors for the Financial Institution Data Match Component of IDEC so that they are received by the IDEC Contractor no later than the 10th day of each quarter;
- C. Provide the IDEC Contractor a list of contact names and addresses for the financial institutions where a match is requested;
- D. Provide the IDEC Contractor a list of all authorized staff that will be utilizing the FIDM Component of IDEC. The IDEC Contracting Agency shall have security and confidentiality statements signed and on file for all staff having access to the FIDM Component data;
- E. Utilize the FIDM Component of IDEC to conduct searches for locating Title IV-D absent parents' assets; and
- F. Remit monthly payments for invoices for use of the FIDM Component of IDEC as shown on the attached Schedules B and C in Appendix A of this contract as follows:
 1. Annual FIDM-AEI Component Charges of \$25,063.34,
 2. Annual Charges for FIDM Monthly Processing and Reporting Interval of \$5,136.81,
 3. Annual Seat Agency Administrative Charges of \$6,000,
 4. For a Total FIDM-AEI Annual Cost of \$36,200.15.

ARTICLE V

IDEC SEAT AGENCY RESPONSIBILITIES

The IDEC Seat Agency Agrees to:

- A. Serve as the entity which contracts with the IDEC Contractor for IDEC Services on behalf of the IDEC member states;
- B. Obtain data processing programming expertise from the IDEC Contractor to produce extract programs to be used by the Contracting Agency. However, if the Contracting Agency would prefer in-house system staff to do the extract programming, the IDEC Contractor will provide data necessary for formatting the extract files and assist in any ways deemed appropriate by the Contracting Agency;
- C. Provide IDEC services to the IDEC Contracting Agency, directly or through the IDEC Contractor;
- D. Serve as the IDEC Seat Agency and allow its executive head to serve as the chairman of the IDEC Policy Board;
- E. Establish the Office of IDEC and to provide funds to retain the IDEC Director, provide clerical and technical support staff and indirect services in conjunction with the IDEC office;
- F. Be responsible for advising the Policy Board on financial and contractual matters and provide copies of financial reports;
- G. Have the IDEC Contractor provide a communications line from the IDEC data base facility to the IDEC Contracting Agency facility;
- H. Have the IDEC Contractor work with the IDEC Contracting Agency staff to establish the communications gateway or a remote access facility;
- I. Assure that audits of this contract will be conducted by the SCDSS Internal Audits Division, the South Carolina State Auditor's Office, or an independent Certified Public Accountant, and as otherwise required by State and/or Federal requirements. This Information will be provided to the IDEC Contracting Agency upon written request;
- J. Assume a proportional share of the total costs paid for the operation of the Office of the IDEC Director;
- K. Assume financial management responsibilities for the direct operations of IDEC or for contracting with an IDEC Contractor at an annual cost to the New Mexico Department of Human Services, not to exceed the amount shown in Schedule C, Column F of Appendix

A, labeled "Total Annual/Monthly Charges", on the line labeled "ANNUAL", of the same Appendix. This amount shall not be increased, except as approved by a two-thirds majority vote of the members of the IDEC Policy Board;

L. Provide the Contracting Agency with invoices which shall:

1. Reflect discounts or credits as a result of new states joining IDEC;

M. Bill monthly invoice charges to the IDEC Contracting Agency for the use of IDEC which are based on Schedules A, B, and C in Appendix A of this contract as follows:

1. Annual FIDM-AEI Component Charges of \$25,063.34,

2. Annual Charges for FIDM Monthly Processing and Reporting Interval of \$5,136.81,

3. Annual Seat Agency Administrative Charges of \$6,000,

4. For a Total FIDM-AEI Annual Cost of \$36,200.15.

ARTICLE VI

REIMBURSEMENT

All IDEC Contracting Agencies agree to pay their monthly cost as outlined in Schedule C of Appendix A of this contract for the operation of the IDEC system by the 10th of the month following service. If payment is not received by the 10th of the following month, the Contracting Agency will be notified. If payment is not received by the 30th day of that month, IDEC service may be terminated by action of the IDEC Policy Board.

IDEC Seat Agency will invoice the IDEC Contracting Agency for their monthly cost. IDEC Contracting Agency upon receipt of this contract agrees to pay for all services to date and will thereafter use its best efforts to make payment of uncontested invoices within thirty (30) days from receipt of each invoice.

ARTICLE VII

TERMINATION

The parties of this contract agree to the following:

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another shall be contingent upon the availability of federal, state, and/or local funds for the funding of services and that this contract shall be terminated if such funding ceases to be available. Each state shall be the final authority as to the availability of its funds.

B. Termination for Breach of Contract

This Contract may be cancelled or terminated by either party at any time within the contract period whenever it is reasonably determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations under this contract or the Memorandum of Understanding between Public Welfare Agencies.

C. Notice of Termination by Contracting Agency

In the event of any termination of this contract by the Contracting Agency under this Article, notice shall be given in writing to the IDEC Seat Agency thirty (30) days in advance of the termination. Payment for services will be made up to the date of termination. Notice of termination shall be sent by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of the receipt.

D. Notice of Termination by IDEC Seat Agency

In the event of any termination of this contract by the IDEC Seat Agency under this Article, notice shall be given in writing to the Contracting Agency thirty (30) days in advance of the termination. Payment for services will be made up to the date of termination. Notice of termination shall be sent by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of the receipt.

ARTICLE VIII

APPEALS PROCEDURES

The IDEC Policy Board or its designee shall act as the administrative review body, except that the state seeking review shall not sit on the Policy Board during such review. The decisions established by the board shall be by majority vote of the administrative review body.

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

- A. Compliance with Civil Rights Act of 1964 Section 504 if the Rehabilitation Act of 1973
The IDEC Seat Agency hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Acts of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 CFR Parts 80 and 84) issued pursuant to those Titles in accordance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1978. Assurance of compliance is given in consideration of and for the purpose of obtaining payments in which Federal Financial Participation is involved.
- B. Employment of Personnel
In all hiring or employment made possible by or resulting from this Contract, the IDEC Seat Agency agrees that (1) there will not be discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, or national origin, and that (2) affirmative action shall be taken to insure that applicants are employed, and that employees are treated during employment without regard to their handicap, age, race, color, religion, sex or national origin. The IDEC Seat Agency further agrees to give public notice to employees and applicants setting forth the provisions of this clause.
- C. IDEC Services
No IDEC service under this contract shall be provided to anyone other than the IDEC Contracting Agencies.
- D. Compliance with Applicable Laws and Regulations
The IDEC Contracting Agency agrees to comply with all applicable federal and all states' laws and regulations in effect and as may be promulgated during the term of this contract in the provision of services and performance of its obligation under this contract.
- E. Integration and Amendment
As provided in Memorandum of Understanding among the IDEC States ("Memorandum of Understanding") Article 6, Additional Public Agencies, the IDEC Contracting Agency shall become a participant in IDEC, subject to the Memorandum of Understanding and IDEC By-Laws, upon execution of this Contract. The Memorandum of Understanding (Appendix B, Section 1) and IDEC By-Laws (Appendix B, Section 2) are attached hereto and incorporated herein by reference. This Contract with Appendix A and Appendix B shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or

effect, unless embodied in a written contract executed and approved by both parties.

F. Conformity with Law

The provisions of this contract and performance hereunder are subject to all applicable laws, regulations, ordinances and codes of the federal, state, and local governments. All terms of the contract shall be construed in a manner consistent with the aforesaid law, regulations, ordinances and codes; and should it appear that any of the terms hereof are in conflict with any of the aforesaid laws, regulations, ordinances and codes, then the terms hereof which conflict therewith shall be ineffective to the extent of such conflict without invalidating the remaining provisions of this contract. Conflicting portions of this contract will be declared null and VOID with an amendment executed.

G. Non-Assignability

No assignment or transfer of this contract, or of any rights hereunder by the IDEC Contracting Agency shall be valid without the prior written consent of IDEC Policy Board.

H. Venue of Action and Place of Suit

Any and all suits or actions for the enforcement of the obligations of this contract and for every breach thereof, and any judicial review sought shall be instituted and maintained in a court of competent jurisdiction in the IDEC Seat Agency State of South Carolina and in the County of Richland.

I. Governing Law

It is mutually understood and agreed that this contract shall be governed by the laws of the State of the IDEC Seat Agency, both as to interpretation and performance.

J. Severability

Any provision of this contract prohibited by laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

K. Copyrights

If any copyright material is developed in the course of this contract, SCDSS, the IDEC Contracting Agency and DHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use the work for IDEC purposes.

L. Political Activity

The funds, materials, property, or services provided directly or indirectly under this contract shall not be used for any political activity, or any activity to further the election or defeat of any candidate for public office or for any activity in violation of the Hatch Act.

M. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the Contracting Agency becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDSS a recipient of or applicant for services, an employee of the Contracting Agency or SCDSS, and/or Subcontracting Agency or its employees, have

improperly or fraudulently applied for or received benefits, monies, or services pursuant to the Contract, the information shall be reported in confidence by the Contracting Agency directly to SCDSS.

N. Titles

All titles used are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

O. Incorporation of Schedules/Appendices

All Schedules/Appendices referred to in this Contract are attached, are expressly made a part of, and are incorporated as if fully set forth.

P. Age Discrimination

In accordance with 45 CFR Parts 90 and 91, the Contracting Agency shall have no bias or age discrimination as to benefits and participation under the IDEC program.

Q. Americans With Disabilities Act (ADA)

The Contracting Agency must comply with all requirements of the Americans With Disabilities Act (ADA) as applicable.

R. Restrictions On Lobbying

In Accordance with 31 U.S.C. 1352, funds received through this contract may not be expended to pay any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

In witness whereof, the Contracting Agencies, by their authorized agents, have executed this contract as of the date signed or/and date of beginning of IDEC services to that state agency.

SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES
"SCDSS"

NEW MEXICO DEPARTMENT
OF HUMAN SERVICES
"Contracting Agency"

BY: Wendell Price
Wendell Price, Deputy State Director
Office of Administration and Program Support
South Carolina Department of Social Services

BY: Pamela S. Hyde
Pamela S. Hyde, J. D. Secretary

BY: Carol G. Bacon
Paul Ritzma, HSD/General Counsel
Carol G. Bacon, Acting

DATE: 3/3/09
WITNESS: Linda K. Stelling
WITNESS: Valerie J. Price

DATE: 7/1/09
WITNESS: _____
WITNESS: Frank Ryznar 9-4-9

APPENDIX A
BILLING SCHEDULES

COST DISTRIBUTION FOR IDEC SERVICES [ACS STATE & LOCAL SOLUTIONS, INC. CONTRACT (RFP # 05-S6798-A11485)]

PARTICIPATING STATE: NEW MEXICO

SCHEDULE A - CONTRACT CHARGES FOR THE PARENT LOCATE COMPONENT OF IDEC			
A Contractor Total Charges	B Seat Agency Administrative Charges	C Total IDEC Annual/Month Charges	
CONTRACT CHARGES EFFECTIVE JULY 1, 2009			
(7 Contracting Agencies participating in the Parent Locate Component of IDEC)			
ANNUAL	\$0.00	\$0.00	\$0.00
MONTHLY	\$0.00	\$0.00	\$0.00
Month	Contractor Monthly Charge	Seat Agency Administrative Charge	Total Monthly State Charges
Jul-09	\$0.00	\$0.00	\$0.00
Aug-09	\$0.00	\$0.00	\$0.00
Sep-09	\$0.00	\$0.00	\$0.00
Oct-09	\$0.00	\$0.00	\$0.00
Nov-09	\$0.00	\$0.00	\$0.00
Dec-09	\$0.00	\$0.00	\$0.00
Jan-10	\$0.00	\$0.00	\$0.00
Feb-10	\$0.00	\$0.00	\$0.00
Mar-10	\$0.00	\$0.00	\$0.00
Apr-10	\$0.00	\$0.00	\$0.00
May-10	\$0.00	\$0.00	\$0.00
Jun-10	\$0.00	\$0.00	\$0.00
TOTALS			\$0.00

COST DISTRIBUTION FOR IDEC SERVICES [ACS STATE & LOCAL SOLUTIONS, INC. CONTRACT (RFP # 05-S6798-A11485)]

NEW MEXICO

PARTICIPATING STATE:

SCHEDULE B - CONTRACT CHARGES FOR FIDM SERVICES:

A		B		C	
Contractor FIDM Charge	Seat Agency Administrative Charges (FIDM)	Contractor FIDM Administrative Charges (FIDM)	Seat Agency Administrative Charges (FIDM)	Contractor Combined Charges	TOTAL FIDM CHARGES
ANNUAL	\$30,200.15	\$6,000.00	\$6,000.00	\$36,200.15	\$36,200.15
MONTHLY	\$2,516.68	\$500.00	\$500.00	\$8,516.68	\$8,516.68

SCHEDULE C - MONTHLY COST FOR IDEC PARENT LOCATE AND FIDM SERVICES COMBINED:

	A	B	C	D	E	F
	Contractor Parent Locate Charges	Contractor FIDM Charges	Contractor Combined Charges	Seat Agency Administrative Charges (PL)	Seat Agency Administrative Charges (FIDM)	Total Annual/Monthly Charges
CONTRACT CHARGES EFFECTIVE July 1, 2009						
ANNUAL	\$0.00	\$30,200.15	\$30,200.15	\$0.00	\$6,000.00	\$36,200.15
*MONTHLY	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68

SUMMARY OF MONTHLY COSTS FOR IDEC PARENT LOCATE AND FIDM SERVICES COMBINED:

Month	Contractor Parent Locate Charges	Contractor FIDM Charges	Contractor Combined Charges	Seat Agency Administrative Charges (PL)	Seat Agency Administrative Charges (FIDM)	Total Annual/Monthly Charges
Jul-09	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Aug-09	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Sep-09	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Oct-09	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Nov-09	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Dec-09	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Jan-10	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Feb-10	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Mar-10	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Apr-10	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
May-10	\$0.00	\$2,516.68	\$2,516.68	\$0.00	\$500.00	\$3,016.68
Jun-10	\$0.00	\$2,516.67	\$2,516.67	\$0.00	\$500.00	\$3,016.67
TOTALS	\$0.00	\$30,200.15	\$30,200.15	\$0.00	\$6,000.00	\$36,200.15

*The annual FIDM charge includes a base FIDM charge of \$25,063.34, and an Expanded FIDM Service frequency of FIDM matching / reporting from quarterly to monthly for a charge of \$5,136.81

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
AND
BY-LAWS**

**APPENDIX B
SECTION 1**

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PARTICIPATING AGENCIES OF

ALABAMA, ARKANSAS, DELAWARE, GEORGIA, KENTUCKY,
LOUISIANA, NEW MEXICO, NORTH CAROLINA, OKLAHOMA,
PENNSYLVANIA, SOUTH CAROLINA, SOUTH DAKOTA,
TENNESSEE, VIRGINIA, AND
WEST VIRGINIA¹

FOR THE OPERATION OF THE

INTERSTATE DATA EXCHANGE CONSORTIUM (IDEC)

1. PURPOSE

This memorandum sets forth the policies and procedures agreed to by the above mentioned public authorities with regard to the operations of the Interstate Data Exchange Consortium (IDEC) for the purpose of administering Title IV-D of the Social Security Act after the Federal grant, which funded IDEC, expired on December 31, 1988.

2. OBJECTIVES

- A. To establish a governing/organizational structure for IDEC.
- B. To establish procedures for IDEC operations consistent with Title IV-D of the Social Security Act.

3. IDEC GOVERNING/ORGANIZATIONAL STRUCTURE

A. IDEC POLICY BOARD

The IDEC Policy Board shall be the governing body and policy-making arm for IDEC. The policy board will be composed of the executive heads, or their designee, of the participating agencies and will be guided in its operation by a set of governing bylaws which establishes the authorities, responsibilities, rules, and conventions for Policy Board operation. The chairperson of the Policy Board will be the executive head, or his/her designee, of the IDEC Seat Agency as described below.

B. IDEC SEAT AGENCY

The IDEC Seat Agency will have administrative and management responsibilities for the operation of IDEC. The IDEC Director and supporting staff will be housed in the Seat Agency and administratively report to the Chairperson of the IDEC Policy Board. The State of South Carolina will serve as the Seat Agency through June 30, 2010, after which the Policy Board may, upon two-thirds majority vote of the members, elect a Seat Agency. Should the Seat Agency resign its Seat Agency responsibility, the Policy Board may upon two-thirds majority vote of the members, elect a Seat Agency. The IDEC Policy Board may elect to change the Seat Agency at any time upon two-thirds majority vote of the members.

C. IDEC OFFICE

The IDEC Office shall be a component of the governing structure of IDEC with general operational responsibilities outlined in the governing bylaws. The IDEC Office will reside within the IDEC Seat Agency and will be managed by an IDEC Director who will be responsible for the day-to-day IDEC operations. The IDEC Director will be employed under the policy and procedures of the Seat Agency. The Seat Agency will pay the salary of the IDEC Director, provide clerical and technical support staff, and other indirect services required of IDEC. This is based on the agreement by the participating agencies to pay, on an equal basis, the cost of travel, supplies and equipment for the IDEC Office operations and to absorb equal pro-rata share of the total costs paid by the Seat Agency, as part of their IV-D administrative cost for purposes of calculating incentives. The budget for travel, supplies, equipment for the IDEC office operations will be approved by the IDEC Policy Board in the last quarter of the year preceding the affected year. A quarterly accounting of expenditures will be provided to each of the signatories.

D. STATE IDEC STAFF

Each IDEC participating agency will designate an IDEC coordinator for that agency for the purpose of coordinating day-to-day IDEC operations with the IDEC office. As with such matters, each agency will have sole responsibility for all matters pertaining to its staff including security and confidentiality agreements within the state for users and contract provisions for each state with IDEC. Each state will be responsible for monitoring the use of data obtained through IDEC data bank for any violations. Violations may be punishable in accordance with the laws of each state and may subject the violating state to termination in IDEC by action of the IDEC Policy Board.

E. POLICY BOARD GOVERNING BYLAWS

The Policy Board Governing Bylaws shall be the document which governs the operation of the Policy Board. This document should address formation, policy-making procedures, participation, and rules of order for the Policy Board.

4. INTERSTATE CONTRACTS AND AGREEMENTS

There will be contractual agreements between each IDEC participating/user agency and the IDEC Seat Agency for IDEC services. The contracts shall address the services to be provided by the IDEC Seat Agency and terms and conditions relating to performance and funding. The contracts shall also address the responsibilities of participating/user agencies relating to the sharing of data and the provision of data from source agencies. The contracts shall also address security and confidentiality provisions on the use of shared data.

5. OTHER CONTRACTS AND AGREEMENTS

The IDEC Seat Agency will execute other contracts or agreements as necessary to provide for host IDEC services to the participating agencies. These contracts will be submitted to the Policy Board for review and comment in accordance with procedures prescribed in the Bylaws. These contracts/agreements will be governed by the procurement processes and procurement code and regulations of the IDEC Seat Agency and Federal laws and regulations relative to procurement procedures and approvals necessary to effect matching Federal funding.

6. ADDITIONAL PUBLIC AGENCIES

It is agreed that public agencies providing Title IV-D services, other than those agencies previously mentioned, will become participating agencies in IDEC upon satisfactory compliance with terms and conditions, including financial responsibilities as promulgated by the IDEC Policy Board.

¹ Participating States listed in the heading of the Memorandum of Understanding will change as new states are added or existing states are deleted from the system.

APPENDIX B
SECTION 2
BY-LAWS

BY-LAWS
OF THE
IDEC POLICY BOARD

Article I
NAME

The name of this organization is the Interstate Data Exchange Consortium (IDEC) Policy Board.

Article II
OBJECTIVE

The IDEC Policy Board shall be the governing and policy-making body for the Interstate Data Exchange Consortium (IDEC), AS PRESCRIBED IN THE MEMORANDUM OF Understanding between the participating agencies. The IDEC Director, as defined in the memorandum of Understanding, shall be the chief administrative officer of the Policy Board.

Article III
MEMBERSHIP

Section 1. Membership – The IDEC Policy Board shall be composed of one representative from each of the participating agencies, which are signatories to the Memorandum of Understanding. Each agency participating with full membership in IDEC shall appoint one member to the Policy Board to represent that agency's participation and will be considered as a participating member. Any agency that has signed a Memorandum of Understanding but has elected to be a user of Limited Partner services will be considered as Limited Partner members, and as such, will not have a representative appointed to the Board. States participating in FIDM only will become Associate Members of the Interstate Data Exchange Consortium.

Section 2. Voting rights – Each member of the IDEC Policy Board shall be entitled to one vote on each matter submitted to a vote of the members. The Policy Board Chairperson will vote only in the event of a tie vote for simple majority or for matters requiring two-thirds vote. Associate Members will be allowed to vote on issues that effect FIDM only.

- Section 3. Termination of Membership** – The IDEC Policy Board by an affirmative vote of two-thirds of all of the members of the Policy board, may terminate the membership of any participating/user agency who becomes in default of the Memorandum of Understanding or in breach of the contract between the IDEC Seat Agency and the “Contracting Agency.”
- Section 4. Resignation** -- Any agency member of the IDEC Policy Board may resign by filing a written resignation with the secretary, but such resignation shall not relieve the Policy Board agency member of the obligation of the contract between the IDEC Seat Agency and the “Contracting Agency” he/she represents.
- Section 5. Reinstatement** – Upon written request signed by the former IDEC Policy Board agency member and filed with the secretary, the IDEC Policy Board may, by affirmative vote of two-thirds of the members of the Board, reinstate such former member to membership upon such terms as the IDEC Policy Board may deem appropriate.

Article IV **MEETING OF MEMBERS**

- Section 1. Meetings** – The IDEC Policy Board shall meet at least twice a year for the purpose of transacting IDEC business. The IDEC Policy Board Chairperson will designate the meeting site and other particulars relative to the meetings of the IDEC Policy Board. Two-thirds of the membership shall constitute a quorum for purposes of holding an official meeting.
- Section 2. Special Meetings** – Special meetings of the IDEC Policy Board may be called by the IDEC Policy Board Chairperson or upon request of two-thirds of the membership.
- Section 3. Notice of Meetings** – Written notice of meetings requiring the attendance of board members shall state the place, day and hour of the meeting and shall be delivered, either personally or by mail, to each member entitled to a vote at such meeting not less than thirty days before the date of such meeting. In case of a special meeting, or when required by these bylaws, the purpose or purposes for which the meeting is called shall be stated in the meeting notice.

Article V
OFFICERS

- Section 1. Officers** – The officers of the IDEC Policy Board shall be the Chairperson, Vice-Chairperson, A Secretary and such other officers as may be elected in accordance with the provisions of this article. The same person may not hold any two or more offices.
- Section 2. Election and Term of Office** – The officers of the IDEC Policy Board, with the exception of the Chairperson, shall be elected by the members during a Board meeting. These officers will be elected for a term of three years. The Chairperson of the IDEC Policy Board shall be as prescribed in the Memorandum of Understanding. The Board shall designate a specific meeting for election of officers by a Two-thirds majority vote.
- Section 3. Removal** – Any officer elected by the IDEC Policy Board may be removed by a two-thirds majority vote of the IDEC Policy Board whenever in its judgment the best interest of the Interstate Data Exchange Consortium would be served thereby, but such removal shall be without prejudice to the contract rights between the IDEC Seat Agency and the Contracting Agency of the officer so removed.
- Section 4. Vacancies** – A vacancy in any elected office shall be filled by the IDEC Policy Board as prescribed in Article V, Section 2, for the unexpired portion of the term of that office.
- Section 5. Chairperson** – The Chairperson shall be the principle executive officer of the IDEC Policy Board and shall, in general, manage all of the business and affairs of the IDEC Policy Board. He/she shall preside at all meetings of the IDEC Policy Board.
- Section 6. Vice Chairperson** – In the absence of the Chairperson, or in event of his/her inability to act, the Vice-Chairperson shall assume the duties of the Chairperson and perform such other administrative duties normally performed by that office.
- Section 7. Secretary** – The secretary shall keep the minutes of meetings of the IDEC Policy Board in one or more books provided for that purpose and in general perform all administrative duties assigned by the Chairperson or the IDEC Policy Board.

Article VI
COMMITTEES

- Section 1. Committees** – The IDEC Policy Board, by resolution and a majority vote of the Policy Board members present at a scheduled IDEC Policy Board meeting, may designate and appoint one or more committees, each of which shall consist of two or more Policy Board members. Membership to such committees shall be appointed by the Chairperson. Such committees, to the extent provided in said resolution, shall not have the authority of the IDEC Policy Board to amend, alter, or repeal the by-laws, to elect, appoint or remove any member of such committee, or the chairperson or officer of the IDEC Policy Board.
- Section 2. Term of Office** – Each member of a committee shall continue until his/her successor is appointed by the IDEC Policy Board or the committee is dissolved by the IDEC Policy Board.
- Section 3. Committee Chairperson** – Each committee shall decide upon a Committee Chairperson.
- Section 4. Vacancies** – Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Article VII
AMENDMENTS TO THE BYLAWS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by two-thirds majority vote of the IDEC Policy Board at any regular scheduled meeting.

Article VIII
RULES OF ORDER

The Rules of Order for the IDEC Policy Board will be in accordance with the ROBERT'S Rules of Order.

Article IX
GENERAL

The IDEC Policy Board is authorized to promulgate rules and regulations to be published in a Policy Manual, which governs the operations and management of the Interstate Data Exchange Consortium. A copy of the Policy Manual will be distributed to each member of the IDEC Policy Board. The IDEC Policy Board shall approve a fee structure for participating agencies. Any variance from this fee structure shall require approval by two-thirds vote of the members.
