

**CONTRACT BETWEEN
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
AND
NEW MEXICO HEALTH CARE AUTHORITY (HCA)
FOR
OPERATIONS OF THE INTERSTATE DATA EXCHANGE CONSORTIUM**

This Contract between the Mississippi Department of Human Services (MDHS), hereinafter referred to as "IDEC Seat Agency" and the New Mexico Health Care Authority (HCA), 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,

And, whereas the New Mexico contract is an "interagency agreement", not competitively bid that contemplates a subcontractor, it requires language referenced under "Article V, IDEC SEAT AGENCY RESPONSIBILITIES, The IDEC Seat Agency Agrees to Section N" in this contract.

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, 2024 or after all parties have signed, whichever is later, and shall, unless terminated sooner, continue in full force and effect through June 30, 2026.

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 and any subsequent renewals or extensions, shall be reimbursed at the current Seat Agency cost 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 Health Care Authority (HCA).
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 Mississippi.
7. IDEC Seat Agency: Mississippi Department of Human 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. Parent Locate Component: The component of IDEC which is an automated system that provides data file information from participating states' state/federal employment files, motor vehicle files and justice/corrections files, food stamp client files and claims file as resource to locate absent parents owing child support.
11. 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. The IDEC Contracting Agency shall have security and confidentiality statements signed and on file for all staff having access to the FIDM Component data;

- D. Utilize the FIDM Component of IDEC to conduct searches for locating Title IV-D absent parents' assets; and
- E. 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 \$17,607.96,
 - 2. Annual Seat Agency Administrative Charges of \$2,400,
 - 3. For a Total FIDM-AEI Annual Cost of \$20,007.96.
 - 4. For a 2-Year Cost of \$40,015.92.

**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 MDHS' Division of Program Integrity, the Mississippi Office of the State Auditor, 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 IDEC Contractor costs to the New Mexico Health Care Authority (HCA), not to exceed the amounts shown in Schedules 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 Charges of \$17,607.96
 - 2. Annual IDEC Seat Agency Administrative Charges of \$2,400,
 - 3. For Total Annual Costs of \$20,007.96,
 - 4. For a 2-Year Cost of \$40,015.92.
- N. Represent that it has, or will have by the date services are delivered, under its control, the personal services, labor and equipment, machinery or other facilities to perform work required from it pursuant to this agreement."

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 of 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 Mississippi and in the County of Hinds.

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 Mississippi or federal law 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, MDHS, 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 MDHS a recipient of or applicant for services, an employee of the Contracting Agency or MDHS, 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 MDHS.

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.

S. Status Verification

IDEC Seat Agency certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

**ARTICLE X
RESPONSIBILITY FOR CLAIMS**

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney fees, arising out of this Agreement and caused by the party's own, principals, agents, and parties assume no liability for actions or omissions of each other's agents, representative, employees, contracting agencies, subcontractors, or providers.

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.

MISSISSIPPI DEPARTMENT
OF HUMAN SERVICES
"MDHS"

NEW MEXICO HEALTH
CARE AUTHORITY
"Contracting Agency"

DocuSigned by:

BY:

Rachelle S. Richardson

SIGNED FOR

12ADA0F224A6414
Robert G. Anderson, Executive Director
Mississippi Department of Human Services

DATE: 6/27/2024

DocuSigned by:

BY:

Kari Armijo

1BA9EB5EAD00499...

DATE: 8/29/2024

CERTIFIED FOR LEGAL SUFFICIENCY

Mark Reynolds

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By: 8/29/2024

Date: _____

APPENDIX A
BILLING SCHEDULES

COST DISTRIBUTION FOR IDEC SERVICES (INFORMATIX CONTRACT)

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, 2024-June 30, 2026 (5 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
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00
January	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00
April	\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00
June	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00

COST DISTRIBUTION FOR IDEC SERVICES (INFORMATIX CONTRACT)

PARTICIPATING STATE: NEW MEXICO

SCHEDULE B - CONTRACT CHARGES FOR FIDM SERVICES:			
	A Contractor FIDM Charge	B Seat Agency Administrative Charges (FIDM)	C TOTAL FIDM CHARGES
ANNUAL	\$17,607.96	\$2,400.00	\$20,007.96
MONTHLY	\$1,467.33	\$200.00	\$1,667.33

SCHEDULE C - MONTHLY COST FOR IDEC PARENT LOCATE AND FIDM SERVICES COMBINED:							
	A Contractor Parent Locate Charges	B Contractor FIDM Charges	C Contractor Combined Charges	D Seat Agency Administrative Charges (PL)	E Seat Agency Administrative Charges (FIDM)	F Total Annual/Monthly Charges	J 2-Year Total Charges
CONTRACT CHARGES EFFECTIVE July 1, 2024-June 30, 2026							
ANNUAL	\$0.00	\$17,607.96	\$17,607.96	\$0.00	\$2,400.00	\$20,007.96	
MONTHLY	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
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	Total 2-Year Charges
July	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
August	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
September	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
October	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
November	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
December	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
January	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
February	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
March	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
April	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
May	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
June	\$0.00	\$1,467.33	\$1,467.33	\$0.00	\$200.00	\$1,667.33	
TOTALS	\$0.00	\$17,607.96	\$17,607.96	\$0.00	\$2,400.00	\$20,007.96	\$40,015.92

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, MISSISSIPPI, NEW MEXICO, NORTH CAROLINA,
OKLAHOMA, 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 IDEC Director will be designated by the Child Support Director, 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 Child Support Director, or his/her designee. The State of Mississippi will serve as the Seat Agency indefinitely. 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 half of the year preceding the affected year. An annual 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 Data Match Partner services will be considered as Data Match Partner members, and as such, will not have a representative appointed to the Board.

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. Members participating in FIDM only or Parent Locate only will be allowed to vote only on issues that effect services for which these members are receiving. The IDEC Director will vote only in the event of a tie vote for simple majority or for matters requiring two-thirds vote.

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 Director, 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 Director, 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 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 Director 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 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 **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 Director. 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.

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 VI
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 VII
RULES OF ORDER

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

Article VIII
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.
