

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT**

**BETWEEN**

**STATE OF MARYLAND  
DEPARTMENT OF HUMAN SERVICES  
CHILD SUPPORT ADMINISTRATION**

**AND**

\_\_\_\_\_  
(Name of Financial Institution)

**FOR**

**FINANCIAL INSTITUTION DATA MATCH**

This Contract, effective upon execution by the last party to sign (Effective Date), between the Maryland Department of Human Services, Child Support Administration (Department), whose principal place of business is 311 West Saratoga Street, Baltimore, Maryland 21201, and \_\_\_\_\_ (Financial Institution), whose principal place of business is \_\_\_\_\_.  
Financial Institution's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
The Department and Financial Institution are collectively referred to as the "Parties".

The Department and Financial Institution do mutually agree as follows:

**I. BACKGROUND AND PURPOSE CONTRACT**

This Contract is entered into pursuant to the Annotated Code of Maryland, Family Law Article, § 10-108.2 and the Personal Responsibility and Work Opportunity Reconciliation Act, 42 U.S.C. 666(a) (17), for operating a data match system. The Financial Institution shall participate in the exchange of data by providing, on a quarterly basis, identifying information for each child support obligor who maintains an account(s) at the Financial Institution, and who owes past due child support, as identified by the Department.

Section 1-302(1) (vi) of the Financial Institutions Article, Annotated Code of Maryland, provides an exception to the prohibition against disclosure of financial records and allows financial institutions to disclose financial records relating to their customers if the financial institutions receive a request or subpoena for information directly from the Department pursuant to §§ 10-108.2 or 10-108.6 of the Family Law Article. Further, Section 502(e) (8) of the Financial Services Modernization Act of 1999, Pub. L. No. 106-102, 113 Stat. 1369, provides exceptions to the prohibition against disclosure of nonpublic personal information. This Act allows financial institutions to disclose nonpublic personal information in order to: 1) comply with federal, state, or local laws, rules, and other applicable legal requirements; 2) comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons by Federal, State or local authorities; 3) respond to judicial process or government regulatory authorities having jurisdiction over the financial institution for examination, compliance; or 4) other purposes as authorized by law.

The Department has entered into a separate agreement with Informatix, Inc. (Contractor) to operate the Department's Financial Institution Data Match Program (FIDM) and Administrative Garnishment Program. These

programs identify financial accounts held by delinquent child support obligors and institute administrative garnishments against the financial accounts.

For the purpose of this Contract, "account" is defined as:

- funds from a demand deposit account, checking account, negotiable order of withdrawal account, savings account, time deposit account, money market mutual fund account or certificate of deposit account; and
- any funds paid toward the purchase of shares or other interest in a financial institution: 1) defined in the Federal Deposit Insurance Act at 12 U.S.C. § 1813(u); or 2) a federal or state credit union as defined in the Federal Credit Union Act at 12 U.S.C. § 1752; or 3) a State chartered credit union as defined under the Maryland Credit Union Act, Financial Institutions Article, Title 6 – Credit Unions.

Pursuant to § 10-108.2(a) (2) (ii) "Account" does not include:

- an account or portion of an account to which an obligor does not have access due to the pledge of the funds as security for a loan or other obligation;
- funds or property deposited to an account after the time that the financial institution initially attaches the account;
- an account or portion of an account to which the financial institution has a present right to exercise a right of setoff;
- an account or portion of an account that has an account holder of interest named as an owner on the account; or
- an account or portion of an account to which the obligor does not have an unconditional right of access.

## **II. PROGRAM AND SERVICES TO BE PROVIDED**

Subject to the continuing availability of the State and/or federal funds, the Department shall purchase the services of the Financial Institution, and the Financial Institution shall:

- A. Use the "Matched Accounts Method" also known as "Method 2", described in the Federal Financial Data Match Specification Handbook to match files and submit the required information. (**Attachment B**)
- B. Match an inquiry file supplied by the Department's Contractor on the medium and during the week designated by the Financial Institution in **Attachment A** – Financial Data Match (FIDM) Election Form, and not more than quarterly thereafter.
- C. Perform the match against all customer accounts maintained by the Financial Institution.
- D. Report information on all customer accounts at the Financial Institution in which any person on the Department's inquiry file holds an interest.
- E. For each match, report all data elements mandated by the Federal FIDM Data Match Specification Handbook. (**Attachment B**)
- F. Submit the report to the Department's Contractor within thirty (30) days of receipt of the inquiry file.
- G. Destroy, erase, or return all information provided to the Financial Institution or any of its contractors after completion of the data matches.

### III. TERM

This Contract shall commence on the Effective Date indicated on the last page of the agreement, and continue in effect until **June 30, 2020**, unless otherwise modified in writing by the mutual agreement of the Parties or terminated as otherwise provided herein. The Parties, however, may mutually agree in writing to an earlier termination, or, the Department, in its sole discretion, may serve upon the Financial Institution thirty (30) days written notification of its intention to terminate the Contract, pursuant to either § V (E) or (F) of this Contract. This Contract *shall automatically terminate* in the event that the authorizing laws are repealed.

### IV. COST AND EFFICIENCY

#### A. Selection of Payment Option:

Financial Institution waives payment of fee for services.

Financial Institution elects to receive payment of nominal fee for services

- B. The cost to the Department for the services to be provided by the Financial Institution under this agreement shall not exceed Four Hundred Dollars (\$400) per year. Any and all other costs incurred by the Financial Institution shall be the Financial Institution's sole responsibility.
- C. Payments by the Department shall be made upon receipt of an approved invoice and reports from the Department's Contractor, Informatix, Inc. In order to receive reimbursement, the Financial Institution shall submit an invoice on an annual basis.
- D. Payment of these funds is conditional upon the Department receiving funds as specified in this Contract from the Department of Health and Human Services ("DHHS") or as appropriated by the General Assembly. If funds are not appropriated or otherwise made available to support continuation of the service hereunder in any succeeding fiscal year, the Department reserves the right in its sole discretion to reduce the total amount of funding under this agreement, or shall have the right to terminate this Contract and the Financial Institution is entitled to recover any costs incurred before termination. The Department shall notify the Financial Institution promptly after receipt of notification that funds are not appropriated or otherwise not available.
- E. The Financial Institution's FEIN must be included on all invoices in order to receive payment. The Department may withhold payment for failure to comply with this provision.

### V. GENERAL TERMS AND CONDITIONS

- A. **State Laws and Regulations:** The terms of this Contract and its execution are subject to all applicable Maryland laws and regulations. In the event there is a conflict with the federal laws, federal law shall apply.
- B. All data and match-results, including tapes or other media shall be addressed to Informatix, Inc. for data processing, or to the Department's designee:

Informatix, Inc.  
Attn: FIDM Operations  
1760 Abbey Road  
East Lansing, MI 488843-7394

- C. 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 Contract.

- D. **Amendment of Contract:** This Contract may be amended as the Department and the Financial Institution mutually agree in writing. Except for the specific provision of the Contract, which is thereby amended, the Contract shall remain in full force and effect after such amendment, subject to the same laws, obligations, provisions, rules and regulations as it was prior to said amendment.
- E. **Termination for Convenience:** The performance of work under this Contract may be terminated by the Department in accordance with this clause in whole, or in part, whenever the Department shall determine that such termination is in the best interest of the Department. Subject to § IV (B), the Department will pay all reasonable costs associated with this Contract that the Financial Institution has incurred up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the Code of Maryland Administrative Regulations (COMAR) 21.07.01.12A.
- F. **Termination for Default:** If the Financial Institution fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the Contract. Prior to terminating this Contract, the Department shall give the Financial Institution thirty (30) days prior written notice of such default, and if the Financial Institution has not cured such default within the thirty (30) day period, the Department may, by written notice, within five (5) days after expiration of this period, terminate the Contract. The notice shall specify the acts or omissions relied on as cause for termination. Subject to § IV (B), the Department will pay all reasonable costs associated with this Contract that the Financial Institution has incurred up to the date of termination. Termination hereunder, including the determination of the right and obligations of the Parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- G. **Document Retention and Inspection:** Except for the inquiry file, the Financial Institution shall retain all books, records, documentation of bills, expenditures and costs, and other documents relevant to this Contract for a period of no less than three years after the match of an inquiry file; and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors and such other persons as are authorized by the Department, who shall have substantiated in writing a need therefore in the performance of their official duties.
- H. **Non-liability of Department:** It is understood and agreed that the Department shall not be liable in any action of tort, agreement, or otherwise for any actions of the Financial Institution arising out of this Contract.
- I. **Nondiscrimination:** The Financial Institution shall comply with the nondiscrimination provisions of federal and Maryland laws.
- J. **Confidentiality of Records:** Pursuant to Financial Services Modernization Act of 1999, Pub. L. No 106-102, 113 Stat. 1369; §10-611 *et seq.*, Annotated Code of Maryland, Human Services Article, Title 1, Subtitle 2, and COMAR 07.01.07, the Parties, their agents, employees, and subcontractors shall maintain confidentiality of all records supplied by one to the other and shall use the records, and shall ensure their contractors use the records, only for the purposes of data matching. The Financial Institution shall not be liable under any federal, state, or local law to any individual or to the Department, or the Department's Contractor for disclosure or release of information to the Department for the purpose of establishing, modifying, or enforcing a support order or for any other action taken in good faith to comply with the requirements of data matching. The Department and Informatix shall implement appropriate security provisions for the match list and shall use this information solely for purposes allowed by law.

K. **Disclosure of Records:** Section 466(a)(17)(C) of the Social Security Act provides that a financial institution shall not be held liable under any Federal or State law to any person for any disclosure of information to the Child Support Enforcement Agency under § 466(a)(17)(A)(I) of the Act. In addition, financial institutions will not be held liable for any other action taken in good faith to comply with the requirements of § 466(a)(17)(A) of the Act.

L. **Full Contract:** This Contract, together with **Attachments A and B**, incorporated herein and attached hereto, represents the complete, total, and final understanding of the Parties and no other understanding or representations, oral or written, regarding the subject matter of this Contract, shall be deemed to exist or to bind the Parties hereto at the time of execution.

## **VI. PROJECT MANAGERS**

The Parties hereby designate a Project Manager, who shall act as the sole contact regarding all matters relative to this Contract.

### **The Department designates:**

Charrisse Crosby-Thomas  
FIDM Project Manager  
Maryland Department of Human Services  
Child Support Administration  
311 W. Saratoga Street  
Baltimore, Maryland 21201  
(410) 767-7757 (Office)  
(410) 333-0952 (Fax)  
[charrisse.crosby-thomas@maryland.gov](mailto:charrisse.crosby-thomas@maryland.gov)

### **The Financial Institution designates:**

Name:  
Title:  
Financial Institution Name:  
Address:  
City/State:  
Telephone Number:  
FAX Number:  
E-mail Address:

**Signatures appear on the next page**

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date set forth below.

**FOR THE FINANCIAL INSTITUTION:**

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Kevin P. Guistwite**

\_\_\_\_\_  
**Executive Director,**  
Child Support Administration

\_\_\_\_\_  
Contract Effective Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Aretha J. Ector  
Assistant Attorney General

\_\_\_\_\_  
Date



City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

If the Financial Institution is not using a third party to perform the data match, the following contact person shall be sent all notices, documents, tapes or other forms of communication from the Department's Contractor. The contact person shall be available to answer questions or address problems related to the match on the Institution's behalf:

FINANCIAL INSTITUTION \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Contact person/ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Service of any notices, including Writ of Garnishment, or other judicial or administrative notices 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 above address unless the following address information indicates differently:

FINANCIAL INSTITUTION: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Contact person/ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature Date