

**STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
CHILD SUPPORT ENFORCEMENT DIVISION**

**FINANCIAL INSTITUTION DATA MATCH
MEMORANDUM OF AGREEMENT**

This agreement, entered into by and between the Montana Department of Public Health and Human Services, Child Support Enforcement Division (State), and the financial institution set forth below (Financial Institution), is for the purpose of exchanging information via an automated data exchange system implemented and managed through the State. In consideration of the mutual agreements herein contained, the Financial Institution and the State agree as follows:

ARTICLE 1 - PURPOSE

This agreement is entered into pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act, 42 U.S.C. Section 666(a)(17) and Montana Code Annotated, Section 40-5-924, for the purposes of operating a data match system and for implementing provisions of law under which the Financial Institution, in response to a notice of lien or levy or other legal process will, pursuant to state law, surrender assets held by the institution on behalf of any obligor parent who owes unpaid child support.

The State has contracted with Informatix Inc. to act as the State's agent for the purpose of conducting the data match.

ARTICLE 2 - FINANCIAL INSTITUTION RESPONSIBILITIES

- A. On a quarterly basis, the Financial Institution will provide identifying information for each parent who maintains, or maintained during the last quarter, an account at the Financial Institution and who owes past-due support, as identified by the State.
- B. The Financial Institution will complete the Election Form, Attachment A, designating the following:
 - 1. The matching method the Financial Institution has elected, the "all accounts" method or the "matched accounts" method. For purposes of this agreement, "account" is defined in MCA Section 40-5-924(1)(a).
 - 2. The address needed for service upon the Financial Institution of all legal notices resulting from this agreement.
 - 3. The Financial Institution's contact person for the data match. The contact may be an agent of the institution who will perform the data match on its behalf.
 - 4. The Financial Institution's preferred media format for reporting and receiving information.

5. The month and week the Financial Institution will submit its quarterly data to the State.
- C. The Financial Institution will file an amended Election Form with the State's agent within 30 days whenever:
 1. Any information previously provided by the Financial Institution changes.
 2. The Financial Institution is involved in any merger, acquisition, change of name, or any other transaction that could affect the Financial Institution's performance under this agreement.
 - D. The Financial Institution providing information in accordance with this agreement shall not be liable to any account holder or other person for any disclosure of information to the State, for surrendering any assets held by such Financial Institution in response to a warrant or writ issued by the State, or for any other action taken pursuant to this agreement, including individual or mechanical errors, provided such action does not constitute gross negligence or willful misconduct.

ARTICLE 3 - STATE RESPONSIBILITIES

- A. The State will provide the name and Social Security number of each parent who owes past-due child support. The Financial Institution will be obligated to match only those accounts for which a Social Security number is provided by the State and will have no obligation to match or identify any account based solely on a person's name.
- B. The State will provide the Financial Institution with a contact person to act as a liaison between the Financial Institution and the State's agent.
- C. The State will notify the Financial Institution when the contract with the State's agent is no longer in force.
- D. The State will apprise the Financial Institution of changes in applicable state and federal laws or rules and regulations.

ARTICLE 4 - JOINT RESPONSIBILITIES

- A. The State and the Financial Institution acknowledge that private personal information is being exchanged. Each party will develop and adopt procedures, subject to state and federal law and regulation, to ensure that information contained in their respective records and obtained from each other shall be kept confidential.

The information provided to the State (or its designated agent) for purposes of conducting the data match may not be used by the State or its agent for any other purposes and may not be disclosed to any person except to the extent necessary to conduct the data match.

The information provided to the Financial Institution (or its designated agent) for purposes of conducting the data match may not be used by such institution or agent for any other purposes and may not be disclosed to any person except to the extent

necessary to conduct the data match. The Financial Institution and any of its agents shall return, destroy or erase all information provided to the Financial Institution or any of its agents after completion of the data match. Confidential customer information of a Financial Institution provided to the State under this agreement remains confidential under federal law 42 U.S.C. Section 669a(b).

- B. All data supplied under this agreement shall be in accordance with the “Financial Data Match Specifications Handbook” dated November 29, 2007 or any future edition of the handbook provided to the Financial Institution by the State.

ARTICLE 5 - FEES

MCA Section 40-5-924(7) provides, “The department shall pay a financial institution a reasonable fee for providing the information required in subsection (2), not to exceed the actual documented costs incurred by the financial institution.” Financial institutions that intend to charge the State a fee for performing the data match must submit documentation of the cost of the proposed fee to the State at the address in Item 1, Article 6.

ARTICLE 6 - COMMUNICATIONS

1. Send all **signed agreements, election forms and cost documentation** to the State as follows, or to such address as the State later designates in writing:

Financial Institution Data Match Program
Child Support Enforcement Division
PO Box 202943
Helena, MT 59620-2943

2. Send all **data and match results**, including tapes or other media, to the State’s agent as follows, or to such agent and address as the State later designates in writing:

Informatix Inc.
Alliance FIDM Operations
1760 Abbey Road
East Lansing, MI 48823-7394

3. Send all **revised election forms** to the State’s agent as follows, or to such agent and address as the State later designates in writing:

Informatix Inc.
Alliance FIDM Operations
1760 Abbey Road
East Lansing, MI 48823-7394

ARTICLE 7 - ADDITIONAL TERMS

- A. This agreement will commence upon signing by the State and will continue year to year unless otherwise modified by the mutual agreement of the parties.

- B. This agreement may be amended in writing at any time by the mutual consent of the parties.
- C. This agreement shall be construed in accordance with the laws of the State of Montana and any applicable federal laws.

ARTICLE 8 – SIGNATURES / PARTIES TO THE AGREEMENT

Financial Institution

_____	_____
Financial Institution	FEIN
_____	_____
Print Name	Print Title
_____	_____
Signature	Date

State of Montana

_____	_____
Chad R. Dexter, IV-D Director Child Support Enforcement Division PO Box 202943 Helena, MT 59620-2943	Date

**STATE OF MONTANA
CHILD SUPPORT ENFORCEMENT DIVISION (CSED)**

**FINANCIAL INSTITUTION DATA MATCH
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Election Form, Attachment A

Use this form to select the technical terms of the data match. Please complete the form, obtain the appropriate signature and return it to the CSED.

To modify these terms, submit a new Election Form. Forms are available from the toll free hotline at 1-877-965-3436, the FIDM website at <http://fidm.statedatamatch.com> or the CSED.

1. DATA MATCH CONTACT INFORMATION

Financial Institution: _____

Please provide contact information for the person, department or service agent who will perform the data match for your financial institution.

If checked, the agent named below will conduct the data match on our behalf.

Service Agent: _____ FEIN : _____

Contact Name/Title: _____

Physical Address: _____

Mailing Address: _____

City, State and Zip: _____

Phone Number: _____ Fax: _____

Email Address: _____

2. DATA MATCH METHOD

Select the data match method your Financial Institution will use:

METHOD 1: ALL ACCOUNTS

We, the Financial Institution, will submit to the State's designated agent on a quarterly basis and within fourteen days of the end of the week designated on this form, a file identifying all customer accounts. We will allow sufficient time to prepare, extract, and compile all data so that we are able to submit the file to the State's designated agent within the time required.

METHOD 2: MATCHED ACCOUNTS

We, the Financial Institution, will match an inquiry file supplied by the State against all customer accounts maintained by our institution. We will report all information required by the State on all customer accounts maintained at our financial institution by persons on the State's inquiry file.

We will submit the report to the State within **30 days** of receipt of the inquiry file. The inquiry file will be sent to us quarterly on the agreed upon date. The State will send its inquiry file on the designated medium. The inquiry file will be destroyed or erased, or returned to the State along with our report of all matched accounts.

3. MEDIA FOR DATA EXCHANGE

We will receive files from the State or its agent on:

- Cartridge Tape Diskette EDI
 Connect Direct Internet Other. Specify: _____

We will send records to the State's agent on:

- Cartridge Tape Diskette EDI
 Connect Direct Internet Other. Specify: _____

4. MONTH, WEEK OF DATA MATCH

Select the month and week of the calendar quarter you will transmit data or perform the data match. Calendar quarters begin January 1, April 1, July 1, and October 1 of each year. Selecting month one and week three means you will perform the data match or data transmission the third week of January, April, July, and October.

Month: _____ Week: _____

5. ADDRESS FOR SERVICE OF LIEN AND LEVY DOCUMENTS

Send lien and levy documents to the following person or department:

Name and Title: _____
Financial Institution: _____
Mailing Address: _____
City, State and Zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

EXECUTED FOR:

_____ Financial Institution	_____ FEIN
_____ Print Name	_____ Print Title
_____ Signature	_____ Date