

## FINANCIAL INSTITUTION DATA MATCH AGREEMENT

THIS AGREEMENT, made and entered into by and among the STATE OF MISSOURI, acting through its Department of Social Services, Family Support Division (hereinafter the “State”) with an address at 615 Howerton Court, Jefferson City, Missouri, the State’s selected vendor, Child Support Lien Network (CSLN), a Massachusetts Corporation, with an address at 140 North Franklin Street, Suite 2-1, Holbrook, MA 02343 (hereinafter “CSLN”) and \_\_\_\_\_ with an address at \_\_\_\_\_ (hereinafter the “Financial Institution”).

### Recitals:

- A. The State is authorized by the Personal Responsibility and Work Opportunity Reconciliation Act, 42 U.S.C. §666(a)(17) and §454.507, RSMo, to enter into agreements with financial institutions for an automated exchange of information to identify parents who are delinquent in their child support payments and who maintain accounts at the financial institutions (hereinafter the “Data Match Program”). The State is authorized to issue liens and encumber such accounts as provided in 42 U.S.C. §669(A)(b) and §454.507, RSMo. The State is required to protect the confidentiality of information as provided in §454.440, RSMo. The Financial Institution shall only provide such information that is readily available through existing data systems, as provided in §454.507.3, RSMo, and that is permitted by the Gramm-Leach-Bliley Act of 1999, Public Law 106-102 and the regulations thereunder.
- B. The State has entered into a contract with CSLN in which CSLN has agreed to provide certain technical services to the State in connection with the Data Match Program, including without limitation, the actual exchange of information with financial institutions to identify parents who are delinquent in their child support payments and who maintain accounts at the financial institutions.
- C. The State has requested that financial institutions participate in the Data Match Program by entering into this Agreement and the Financial Institution is willing to do so upon the terms and conditions hereinafter described.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Financial Institution shall elect to participate in the Data Match Program by selecting one of two methods described in this Agreement and Attachment A and incorporated herein by this reference, namely, “Method #1: All Accounts” or “Method #2: Matched Accounts”. The

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Financial Institution's initial election of one of the two alternative methods shall not prevent the Financial Institution from subsequently electing to participate in the Data Match Program by using the other alternative method.

2. The parties will work together to develop and implement a mutually acceptable Data Match Program, which is consistent with the federal Office of Child Support Enforcement's "Financial Data Match Specifications Handbook." To facilitate the development and implementation of the Data Match Program, the Financial Institution shall complete and sign the Agreement and complete Attachment A. The Agreement shall not be enforceable or binding upon the parties unless and/or until it is signed by each of the parties. Any information provided by the Financial Institution on the Agreement and Attachment A shall be amended in writing by the parties if the Financial Institution is involved in a merger, reorganization, acquisition, change of name or other transaction which could materially affect their performance under this Agreement. Upon thirty (30) days prior written notice to the other parties, the Financial Institution may submit a revised Attachment A to amend their prior selections, if the amendment sought does not materially affect its performance under the agreement.
3. The State, CSLN, and the Financial Institution acknowledge and agree that the information exchanged among them in the Data Match Program is confidential. Each party represents and warrants that all information received pursuant to this Agreement from another party shall be deemed confidential and each party shall treat the confidential information as it would its own confidential information. No such confidential information shall be disclosed to third parties or used in any manner or for any purpose, which is inconsistent with the purposes of the Data Match Program. Upon the completion of any quarterly data matches contemplated by this Agreement, the party to whom information was provided shall retain all such information only for the required processing time and shall then destroy all such information. To the extent permitted by law, the State, CSLN, and the Financial Institution hereby indemnifies and holds harmless each other from any costs or liabilities, including without limitation reasonable attorney's fees and the costs of defense arising from or related to such party's breach of the representations, warranties, and covenants of this paragraph. Any party may immediately withhold and discontinue providing information to another party if it reasonably concludes that previously provided information has been used or disclosed for purposes beyond the scope of this Agreement. Information may be withheld until reasonable assurances are provided to all parties that allow for the continuation of providing information.

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4. All agreement notices, attachments, revisions or other communications hereunder shall be in writing and shall be deemed effective when delivered personally or sent by regular or certified mail, first class postage prepaid, addressed to the parties at their addresses first stated above, or at such other address as any party may specify in a written notice to the other parties or as designated by the Financial Institution in Attachment A. All written communications to the State shall be sent to the Missouri FIDM Program, Post Office Box 106100, Jefferson City, MO 65110-6100.
5. This Agreement shall commence when signed by all parties and shall continue unless the State or the Financial Institution gives ten (10) days prior written notice to all other parties of its intent to terminate this Agreement due to a material breach of the terms of the Agreement by one of the parties. Such written notice shall specify the exact nature of the alleged material breach and shall be signed by the terminating party.
6. The Financial Institution shall designate, on Attachment A, a contact person who shall coordinate and be responsible for that party's participation in the Data Match Program. The contact person shall be identified by name, address, e-mail, and phone number. The Financial Institution may subsequently designate other persons by submitting a revised Attachment A 30 days prior to the effective date of the change.
7. If the Financial Institution elects on Attachment A to receive a quarterly fee, then for each quarterly data exchange it shall be reimbursed by the State through CSLN its actual costs for conducting the quarterly data exchange, but in no event shall the Financial Institution be reimbursed more than \$75 for a quarterly data exchange. The quarterly fee shall be paid to the Financial Institution within sixty (60) days following the invoice to CSLN. The Financial Institution shall invoice CSLN for any fees under this agreement at the following address:

Missouri FIDM Program  
PO Box 106100  
Jefferson City, MO 65110-6100
8. Time is of the essence with respect to the obligations, financial and otherwise, contemplated by this Agreement.
9. This Agreement is the complete agreement among the parties regarding the Data Match Program and there are no other agreements, representations or promises among them. This Agreement may only be changed or terminated in accordance with paragraphs 2 or 5.

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- 10. This Agreement shall be construed and enforced consistent with the laws of Missouri and any suits, actions and proceedings relating to this Agreement may be brought only in the circuit courts of Missouri, or in the United States District Courts situated within the State of Missouri and nothing hereby waives any immunity or privileges of the State of Missouri.
  
- 11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

FEIN: \_\_\_\_\_

Date: \_\_\_\_\_

State of Missouri, Department of Social Services,  
Family Support Division

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Child Support Lien Network, the state's vendor working on the Financial Institution Data Match Program, is subject to all the confidentiality and security provisions in this contract and as set forth by the Personal Responsibility and Work Opportunity Reconciliation Act, 42 U.S.C. §666(a)(17), §454.507, RSMo, and §454.440, RSMo. Therefore, the Family Support Division has required Child Support Lien Network to sign this Agreement in order to hold the vendor liable and responsible for all items contained within.

Below is the signature of the Child Support Lien Network representative.

Child Support Lien Network

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MISSOURI FINANCIAL INSTITUTION DATA MATCH: Attachment A**

The Financial Institution shall designate a contact person to perform the data match on its behalf by completing the information below. If you use a service bureau, please fill out the service bureau information below. If the data match is being conducted in-house, please provide the information regarding your staff who will be responsible.

Financial Institution or Service Bureau (if any): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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The State may issue liens on matched financial institution accounts to collect delinquent child support. Please provide contact information for service of liens upon the financial institution.

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

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

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

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

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Please select the match method your Financial Institution will use:

**METHOD #1: ALL ACCOUNTS**

The Financial Institution shall submit to the State or its contracted vendor a file identifying all customer accounts. The Financial Institution will submit a file each quarter to the State or its contracted vendor via Secure File Transfer Protocol (SFTP). The State or its contracted vendor will then perform the data match.

**METHOD #2: MATCHED ACCOUNTS**

The Financial Institution shall match an inquiry file supplied by the State or its contracted vendor against all customer accounts maintained by the Financial Institution. The Financial Institution shall submit to the State or its contracted vendor a file of all customer accounts that matched the inquiry file. The Financial Institution will submit the file of matched accounts each quarter to the State or its contracted vendor via Secure File Transfer Protocol (SFTP).

THE FIDM WEBSITE IS THE SECURE FILE TRANSFER PROTOCOL (SFTP) FOR BOTH METHODS #1 AND #2.

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Please indicate which month and week of the calendar quarter the Financial Institution will transmit files or perform the data match and transmit files. It is often helpful to consult your service bureau for advice on selecting a reporting cycle, as they frequently report once each quarter for all clients.

The following calendar can be used as a guideline for designating a reporting month and week.

<b>Months</b>		<b>Week 1</b>	<b>Week 2</b>	<b>Week 3</b>	<b>Week 4</b>
Month 1	January, April, July, October	Days 1-7	Days 8-15	Days 16-22	Days >22
Month 2	February, May, August, November	Days 1-7	Days 8-15	Days 16-22	Days >22
Month 3	March, June, September, December	Days 1-7	Days 8-15	Days 16-22	Days >22

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Example: If you select Month 1, Week 1, then your quarterly reporting dates will be: January 1-7, April 1-7, July 1-7, and October 1-7.

Example: If you select Month 2, Week 4, then your quarterly reporting dates will be: February 23-28/29, May 23-31, August 23-31, and November 23-30

Example: If you select Month 3, week 3, then your quarterly reporting dates will be: March 16-22, June 16-22, September 16-22, and December 16-22.

Please indicate your designated reporting month and week on the line below:

Reporting Month: \_\_\_\_\_ Reporting Week: \_\_\_\_\_

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Quarterly Fee:

The Financial Institution will request a quarterly fee of up to \$75.

The Financial Institution will not request a quarterly fee.