State of California
Department of Child Support Services
**Financial Institution Data Matching**
**Memorandum of Agreement**

This agreement, entered into by and between the Department of Child Support Services DCSS) and the Financial Institution, is for the purpose of exchanging information by the way of an automated data exchange system implemented and managed by DCSS. In consideration of the mutual agreements herein contained, the Financial Institution and DCSS hereby agree as follows:

**ARTICLE I – METHODOLOGY**
A. This agreement is entered into pursuant to California Family Code Section 17450-17460, and the Personal Responsibility and Work Opportunity Reconciliation Act., Pub. Law 104-193, for the purpose of operating a financial institution data match program. The Financial Institution shall participate in automated exchange of data that ultimately will result in the Financial Institution providing, on a quarterly basis, identifying information for each delinquent child support obligor who maintains an account(s) at the Financial Institution, and who owes past child support. The Financial Institution shall submit the Financial Institution Variable Selection Attachment (Attachment A) to DCSS within thirty days of signing of this agreement.

B. The Financial Institution shall designate, in Attachment A, whether it will use the All Accounts match method or the Matched Accounts match method for matching delinquent payers and accounts.

C. The Financial Institution shall identify, in Attachment A, a preferred media format for transmitting and receiving information under this agreement.

D. All data supplied under this agreement shall be in accordance with the Office of Child Support Enforcement (OCSE) Financial Data Match Specifications Handbook.


**ARTICLE II – CONTACT AND NOTICE INFORMATION**

A. The Department has authorized Informatix, Inc. to act as its agent ("Department's Agent") for the purposes identified in this agreement.

All data and match results (including tapes or other media), agreements, attachments to agreements, revised attachments, invoices, notices, and other documents related to the status of this Agreement shall be addressed to the Department's Agent as follows or to such agent and address as the Department shall later designate in writing:

Informatix, Inc.
ATTN: FIDM Operations
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911
1-877-965-3436

B. The Financial Institution shall identify, in Attachment A, the information needed for service    upon the Financial Institution of all legal notices resulting from this agreement.

C. The Financial Institution shall designate, in Attachment A, a contact person who is responsible for performing the data match. This contact may be an employee of the financial institution or a designated agent.

## ARTICLE III – CONFIDENTIALITY

The Department, the Department's Agent, and the Financial Institution shall adopt policies and 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 and shall be used solely for the purposes specified in California Family Code Section 17450-17460.

Financial Institution Match
The Financial Institution may use the file identifying delinquent obligors provided by the Department only for the purpose of determining whether any obligor has an interest in an account maintained by the Financial Institution. The Financial Institution may not disclose or retain information provided by the Department for the record matching program concerning obligors who do not have an interest in an account maintained by the Financial Institution.

Any documents, disks, magnetic media or other information acquired by the Financial Institution from the Department will remain the property of the Department and must be returned to the Department's Agent at the time reports are due.

State Match Method
The Department may use the information provided by the Financial Institution only for the purpose of matching records to determine if a delinquent obligor has an interest in an account maintained by the Financial Institution. The Department may not disclose or retain information received from the Financial Institution for the record matching program concerning account holders who are not delinquent obligors.

## ARTICLE IV – PROHIBITIONS ON DISCLOSURE TO ACCOUNT HOLDERS

The Financial Institution furnishing a report or providing information to the Department for the financial record matching program may not disclose to an account holder that the name of such person has been received from or furnished to the Department. The Financial Institution may, however, disclose to its account holders that under the financial record matching program the Department has the authority to request certain identifying information on certain account holders.

## ARTICLE V – FINANCIAL INSTITUTION LIABILITY

The Financial Institution is not liable for disclosing information to the Department or the Department's Agent for the financial record matching program, or for any other action taken in good faith to comply with the financial record matching program.

## ARTICLE VI – ADDITIONAL TERMS

A. This agreement will commence on _____(date) and continue through the end of the state fiscal year (The state fiscal year ends on June 30 each year). The agreement shall continue thereafter, from state fiscal year to state fiscal year unless otherwise modified by the mutual agreement of the parties.

B. This agreement may be amended in writing by the mutual consent of the parties.

C. The Financial Institution may submit an amended Attachment A to the Department's Agent whenever the information provided in the Attachment changes. The amended Attachment A shall be submitted to the Department's Agent, at least sixty days prior to the next quarterly record match.

D. The Financial Institution shall submit, and as needed update, a schedule of quarterly submission dates to the Department's Agent using the Financial Institution Variable Selection Attachment (Attachment A) of this agreement.

E. This agreement shall be construed in accordance with the laws of the State of California, and is binding upon and inures to the benefit of the parties and their respective successors and assignees.

F. This agreement shall automatically terminate in the event that California Family Code Section 17450-17460 is repealed.

G. The Department may authorize an agent to enter into this agreement.

H. The Department has authorized the Department's Agent to sign Attachment A of this agreement.


**ARTICLE VIII – SIGNATURES**

**FOR: Department of Child Support Services**

_____
SIGNATURE

_____
PRINT NAME AND TITLE

_____
DATE



**FOR:**

_____
FINANCIAL INSTITUTION

_____
PRINT NAME AND TITLE

_____
SIGNATURE

_____
DATE

State of California
Department of Child Support Services
Financial Institution Data Match
Memorandum of Agreement                                                    **Attachment A**

## FINANCIAL INSITITUTION VARIABLE SELECTION ATTACHMENT

Instructions for Amending: *If any changes are made within a section, please complete the entire section. Draw a line or "X" over any sections not updated. Complete all necessary signatures and return to the point of contact designated by Department of Child Support Services in the Memorandum Agreement.*

## SECTION 1 – YOUR ORGANIZATION

Financial Institution Name: _____

FEIN: _____

Federal Identification Number (TIN): _____
(Use processing agent TIN if applicable. If not, enter the Financial Institution TIN)

Street Address: _____

City: _____ State:_____ Zip Code: _____

Mailing Address: _____

City: _____ State:_____ Zip Code: _____

Primary Contact: _____ E-Mail: _____

Phone: _____ Fax: _____

Secondary Contact:_____ E-Mail: _____

Phone: _____ Fax: _____

## SECTION 2 – TRANSMITTER INFORMATION

If you plan to use a transmitter to exchange data, please provide the following transmitter information:

Transmitter Name: _____ FEIN: _____

ATTN (Optional): _____

Address: _____

City: _____ State:_____ Zip Code: _____

Contact: _____ Phone: _____

E-Mail: _____ Fax: _____

## SECTION 3 – MATCHING METHOD

The Financial Institution shall use the match method designated below:

☐   Method 1 – All Accounts

The Financial Institution shall submit to the Department on a quarterly basis, and within fourteen days of the end of the week designated in Section 5 of this Attachment, a file identifying all open accounts. For each open account maintained at the Financial Institution, the Financial Institution shall provide the Department with the name and social security number, or other tax identification number, of each person having an ownership interest in the account, together with a description of each person's interest. The information required under this section shall be provided as specified by rule or agreement. All data files will be provided to the Department in accordance with the media set forth in ARTICLE III of this agreement.

☐   Method 2 – Matched Accounts

The Financial Institution shall match an inquiry file supplied by the Department against all open accounts maintained by the Financial Institution. The Financial Institution must report all information required by the Department on any and all open accounts at the Financial Institution maintained by persons on the Department's inquiry file. The Financial Institution must submit the report to the Department within 45 days of receipt of the inquiry file. The inquiry file will be sent to the Financial Institution on an agreed upon date, and not more than quarterly thereafter. The Department shall send its inquiry file in the format designated in Section 4 of this Attachment. The inquiry file shall be returned to the Department along with the Financial Institution's report of all matched accounts.


## SECTION 4 – FILE TRANSMISSION FORMAT

The Financial Institution shall transmit and receive quarterly data match files using the following media:

The Financial Institution shall receive files from the Department or its agent on:

_____ Compact Disk (CD) _____ Diskette _____ FTP _____ Internet

_____ Other (specify) _____

The Financial Institution shall send files to the Department or its agent on:

_____ Compact Disk (CD) _____ Diskette _____ FTP _____ Internet

_____ Other (specify) _____

## SECTION 5 – PARTICIPATION SCHEDULE

The Inquiry File will be made available on the secure website or the secure FTP server on the 15th of the first month of the quarter and will be removed from the servers on the 30th (or last business day) of the second month of the quarter.  If an issue occurs and you need to access the Inquiry file after the 30th (or last business day) of the 2nd month of the quarter, special arrangement can be made by emailing the Data Match Services Deputy Project Manager ( fidmdpm@informatixinc.com ).  Please include your institution's Name, FEIN, User ID, and contact person's contact information in the email.

**Executed For:**

_____        _____
Financial Institution Name                                        Federal Identification Number (FEIN)


**Authorized Representative:**

_____
Print Name and Title


_____        _____
Signature                                                                        Date


*42 USC Section 666 (a) (17) (C) establishes that a financial institution shall not be liable under any federal or state law to any person for any disclosure information to Informatix, Inc. (acting on behalf of the California Department of Child Support Services, the state's IV-D agency) for providing the required information covered in 42 USC Section 666 (a) (17) (I). In addition, a financial institution will not be held liable for any other action taken in good faith to comply with the requirements of 42 USC Section (a) (17) (C). California Family Code Sections 17453 (b) and 17212 of the California prohibits the unauthorized disclosure or use of confidential child support information.*