

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FINANCIAL INSTITUTIONS DATA EXCHANGE  
MEMORANDUM OF AGREEMENT**

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

**ARTICLE I**

A. This agreement is entered into pursuant to Public Law 1998, Chapter 1 and the Personal Responsibility and Work Opportunity Reconciliation Act. Pub. L. 104-193, and 22 MRSA §17 for the purpose of operating a data match system. The Financial Institution shall participate in the automated exchange of data that ultimately will result in the Financial Institution 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. The Financial Institution shall submit a schedule of quarterly submission dates to the Department. Those submission dates shall be:

- |  |                   |
|--|-------------------|
| 1 <sup>st</sup> Quarter (begins January 1) | File due by _____ |
| 2 <sup>nd</sup> Quarter (begins April 1)   | File due by _____ |
| 3 <sup>rd</sup> Quarter (begins July 1)    | File due by _____ |
| 4 <sup>th</sup> Quarter (begins October 1) | File due by _____ |

The Financial Institution shall transmit the required information to the Department by the "matched accounts method," as defined below:

**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 30 days of its 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 on the designated type of magnetic tape or cartridge. The inquiry file shall be returned to the Department along with the Financial Institution's report of all matched accounts. All files must be provided to the Department, in accordance with an approved format as set forth in by the Department.

The Department is responsible for making its computer data compatible with the data of the Financial Institution with which a match is sought. The Department's data, at a minimum, must include the full name and social security number of and the amount of overdue support owed by each obligor. The list provided by the Financial Institution shall contain the following information, if available to the financial institution through its matching procedure, for each account identified: the obligor's full name and social; the Financial Institution account number and the amount of deposits contained in the account if available.

B. The Department 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 42 USC §666(a)(17).

C. All notices, documents, tapes or other forms of communication from the Financial Institution to the Department regarding the data exchange shall be addressed to:

Jerry Joy, Director  
Maine Department of Health and Human Services  
Division of Support Enforcement and Recovery  
19 Union Street  
11 State House Station  
Augusta, Maine 04333-0011  
TEL: 207-624-6985  
FAX: 207-287-6883

D. Service of any notice of levy, lien or release of lien 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 following address:

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

Contact person: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_ FEIN: \_\_\_\_\_

E. The Financial Institution may designate an agent to perform the data match on its behalf by completing the information below:

Agent Name: \_\_\_\_\_

Information System Contact: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_ FAX: \_\_\_\_\_

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

F. Please indicate the media for receiving and sending inquiry files for the State and for submitting accounts.

I will receive file from state on:

- \_\_\_ diskette
- \_\_\_ CD
- \_\_\_ Internet
- \_\_\_ FTP
- \_\_\_ other (specify) \_\_\_\_\_

I will send accounts to state on:

- \_\_\_ diskette
- \_\_\_ CD
- \_\_\_ Internet
- \_\_\_ FTP
- \_\_\_ other (specify) \_\_\_\_\_

**ARTICLE II - PAYMENT TERMS**

A. The summary of all fees incurred and allowable in rendering services during the term of the agreement shall be as follows:

- \_\_\_ A reasonable fee not to exceed actual cost of performing the data exchange.
- \_\_\_ The financial institution agrees to waive the fee.
- \_\_\_ The financial institution requests fee is sent to designated agent.

B. The Financial Institution shall accept compensation from the Department as payment in full for the services provided under the agreement subject to appropriations. Payment shall be made by the Department within thirty days after receipt of authorization by the Department that a quarterly match has been completed.

**ARTICLE III - ADDITIONAL TERMS**

A. This agreement will commence on \_\_\_\_\_, 20\_\_\_\_ and continue through the end of the federal fiscal year, September 30, 20\_\_\_\_\_ and shall continue thereafter, year to 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. This agreement shall be construed in accordance with the laws of the State of Maine, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

D. This agreement is entered into in furtherance of the purposes and subject to the provisions of 22 MRSA §17 and 42 USC §666(a)(17).

E. This agreement shall automatically terminate in the event that 42 USC §666(a)(17) is repealed.

**ARTICLE IV – SIGNATURES**

**FOR: MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

\_\_\_\_\_

\_\_\_\_\_  
DATE

**FOR: FINANCIAL INSTITUTION**

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

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AGENT FOR FINANCIAL INSTITUTION**

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE