

**STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF CHILD SUPPORT**

**FINANCIAL INSTITUTION DATA MATCH
MEMORANDUM OF AGREEMENT**

This agreement, entered into by and between the Michigan Department of Health and Human Services, Office of Child Support or its agent (the "Office") 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 Office of Child Support. In consideration of the mutual agreements herein contained, the financial institution and the Office hereby agree as follows:

*automated to the extent that Financial Institutions' automation system permits.

ARTICLE I

- A. This agreement is entered into pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC 666(a)(17), and Sec. 4a of the Office of Child Support Act, MCL 400.234a, for the purpose of operating a data match system. The financial institution shall participate in the exchange of data on a quarterly basis, identifying information for each child support obligor who maintains an account(s) at the financial institution. For the purpose of this agreement "account" is defined in Sec. 1 of the Office of Child Support Act, MCL 400.231, and in Sec. 2 of the Support and Parenting Time Enforcement Act, MCL 552.602. The financial institution shall submit to the Office a schedule of "quarterly submission dates". The "submission dates" within each quarter may be established at the sole discretion of the financial institution.

The financial institution may elect to transmit the required information to the Office by one of the following two methods, "all accounts method" or "matched accounts method," as designated below by the financial institution:

METHOD #1: ALL ACCOUNTS

The financial institution shall submit to the Office on a quarterly basis, a file identifying all open accounts. The financial institution must submit a supplemental file within 45 days of the end of each subsequent calendar quarter. This supplemental file must also identify all open accounts as of the last date of the calendar quarter for which the financial institution is reporting. The file may only contain the information required in section 4a(10) and in the formats permitted by sections 4a(5) and (6) of the Office of Child Support Act. By mutual agreement, the financial institution and the State's technical support contractor will agree on a standardized data exchange format.

METHOD #2: MATCHED ACCOUNTS

The financial institution shall match an inquiry file supplied by the Office against all open accounts maintained by the financial institution. The financial institution must report all information required by the Office on any and all open accounts at the financial institution maintained by persons on the Office's inquiry file. The financial institution must submit the report to the Office within 45 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 Office shall send its inquiry file on the designated medium. The inquiry file shall be returned to the Office along with the financial institution's report of all matched accounts. The file may only contain the information required in section 4a(2) and in the formats permitted by sections 4a(5) and (6) of the Office of Child Support Act. By mutual agreement, the financial institution and the State's technical support contractor will agree on a standardized data exchange format.

This Financial Institution elects to participate in the FIDM Program through utilization of (check below):

METHOD #1 _____

METHOD #2 _____

The financial institution may elect to change the method of data matching on an annual basis upon 30 days written notice to the Office.

- B. The Office shall develop procedures, subject to State and Federal law and regulation, to ensure that information received from financial institutions and contained in its records 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 Office regarding the data exchange shall be addressed to:

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

- 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 regular mail at the following address:

Financial Institution (name): _____

Tax Identification Number _____

Contact person: - _____

Title: _____

Street Address: _____

Mailing Address: _____

E-Mail: _____

Fax: _____

Telephone: _____

- E. The financial institution may select a method and designate an agent to perform the data match on its behalf by completing the information below:

Information System Contact: _____

Tax Identification Number _____

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 (check item[s] below):

- Diskette
- CD
- Internet
- FTP
- Other (specify) _____

I will Send accounts to state on:

- Diskette
- CD
- Internet
- FTP
- Other (specify) _____

*Please indicate which week of the quarter the Financial Institution will transmit data or perform the data match. Calendar quarters begin January 1, April, July, and October 1 of each year, **e.g.**, indicating week three will indicate that the Financial Institution will perform the data match transmission on the weeks beginning January 15, April 15, July 15, and October 15.

WEEK: _____

ARTICLE II - ADDITIONAL TERMS

- A. This agreement will commence upon execution and continue thereafter, year to year unless otherwise modified by the mutual agreement, of the parties.
- B. This agreement constitutes the full and complete agreement of the parties and, with the exception of ARTICLE I, sections D and E which may be modified unilaterally by the Financial Institution with written notice to the Office, may not be modified except by written instrument signed by all parties hereto.
- C. This agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- D. *This agreement shall automatically terminate in the event that 42 USC 666(a)(17) and MCL 400.234a are repealed.*

ARTICLE III - FINANCIAL INSTITUTIONS

- A. 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 section 466(a)(17)(A)(I) of the Act. Similarly, financial institutions shall not be liable under any Federal or State law for encumbering or surrendering any assets they hold in response to a notice of lien or levy issued by the Child Support Enforcement Agency. In addition, financial institutions will not be held liable for any other action taken in good faith to comply with the requirements of section 466(a)(17)(A) of the Act.
- B. The financial institution may choose only to furnish information on an account that has a balance of more than \$500.00 at the time the request is processed by the financial institution.
- C. In accordance with MCLA 400.234, sec.4b(5) "Office Of Child Support Act" 1971 PA174, as amended, the financial institution that surrenders financial assets to the state or the friend of the court may assess the account holder a service charge not to exceed 10% of the amount surrendered to the state or the friend of the court. The service charge shall be in addition to any other fee or charge authorized by this act or otherwise not prohibited by laws.

D. This financial institution _____, tax identification number _____ is a multi-state financial institution and is participating in financial institution data matching through the federal Office of Child Support Enforcement under the name _____, tax identification number _____. Therefore we will not be participating through the State's Office of child support data exchange program and will not be executing this agreement.

E. This financial institution _____, tax identification number _____ does not offer any financial products that meets the definition of account in Article 1 or MCL 400.231, and MCL 552.602 and/or believes it is exempt from financial institution data matching for the following reason

_____.

This financial institution shall advise the Office and commence data matching if it intends to offer any financial product that meets the above definitions, or is no longer exempt from data matching.

F. The financial institution is not liable for a wrongful disclosure of information or records if the financial institution acted in good faith.

G. The financial institution incurs no liability to the office for an error or omission made in good faith in compliance with this act.

ARTICLE IV - SIGNATURES

FOR: DEP'T OF HEALTH AND HUMAN SERVICES OFFICE OF CHILD SUPPORT

SIGNATURE

Jack W. Chan, Financial Institution Liaison

PRINT NAME AND TITLE

DATE

FOR:

FINANCIAL INSTITUTION

PRINT NAME AND TITLE

SIGNATURE

DATE

FOR: FINANCIAL INSTITUTION / AGENT

NAME

TITLE

DATE