



Department of Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

Dear Ohio Financial Institution:

We are contacting your Financial Institution (FI) for the purpose of entering a Financial Institution Data Match (FIDM) agreement with the Ohio Department of Job and Family Services (ODJFS), Office of Child Support (OCS). Participation in this important program allows us to collect unpaid child support on behalf of the families of over one million children to whom past due amounts of child support are owed.

Per Ohio Revised Code (ORC), Section 3121.74, Ohio must enter into agreements with financial institutions as part of a statewide data matching program. The data matching identifies funds belonging to payers of child support which are eligible to be intercepted and applied to their unpaid child support debts. This program is proving to be very effective and successful thus far. Last year through this program, Ohio collected nearly \$6,000,000 in unpaid child support.

Your participation in this worthwhile program assists ODJFS in complying with its statutory requirements as outlined in the ORC. Additionally, there are statutory provisions that support your involvement which include:

- a five-dollar (\$5) fee that may be withheld by the financial institution for any withdrawals made, based on the access agreement matches (ORC 3121.75).
- exclusion of the match information from public records requests and statutory limitation on use of the match information (ORC 3121.76). This means that all confidentiality and information disclosure laws, rules, and regulations of the State of Ohio and Federal government will be followed, thus providing confidentiality to your account holders.
- immunity from civil or criminal liability for involvement in the program (ORC 3121.77) through the exchange of information or for the encumbering or surrendering of any assets through the FIDM process.

Currently, Informatix, Inc. is our FIDM agent. However, the Memorandum of Agreement (MOA) that we're asking you to sign is perpetual and will not expire if a different vendor is selected in future years to handle the FIDM program. Informatix is forwarding this MOA for your institution's signature. Once the MOA is returned to Informatix, your financial institution will receive a copy for your records. Your original signed agreement should be sent to:

Informatix, Inc.
FIDM Solutions Group
3120 Sovereign Drive, Ste.4A
Lansing, MI 48911

Questions regarding the content of the MOA may be directed to the ODJFS FIDM Coordinator, Katherine Shaver or David Feldner through the JFS OCS_General@jfs.ohio.gov email box.

Questions regarding Financial Institution Data Match Set-up Sheet or any other issue or concern related to the technical aspects of the project should be directed to Informatix, Inc., in Lansing, MI at 877-965-3436.

Thank you, in advance, for your time and attention to this request. We look forward to receiving your signed MOA via email in the very near future.

30 East Broad Street
Columbus, OH 43215
jfs.ohio.gov

This institution is an equal opportunity provider and employer.

Ohio Department of Job and Family Services
Office of Child Support
Single State Financial Institution Data Match (SSFIDM)
Memorandum of Agreement

This Agreement is entered into by and between _____ and the Ohio Department of Job and Family Services, (hereinafter ODJFS), Office of Child Support, (hereinafter OCS). This Agreement is entered into for the purpose of exchanging information through an automated data exchange system operated by ODJFS and its agent, Informatix, Inc. In consideration of mutual agreements contained herein, ODJFS and the Financial Institution, (hereinafter FI) named above hereby agree as follows:

Article I

- A. This Agreement is entered into pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act, 42 U.S.C. Section 666(a)(17) and Ohio Revised Code (ORC) Sections 3121.74 through 3121.78, 3121.24 through 3123.38, for the purposes of operating a data match system and for implementing provisions of law under which the FI, in response to a notice of access restriction, withdrawal directive, release of access restriction or any other documents, will, pursuant to state law, encumber or surrender, as the case may be, assets held by such institution on behalf of any non-custodial parent who owes unpaid child support. The FI agrees to participate in the exchange of data that ultimately will result in the FI providing on a quarterly basis, identifying information, names, address, Social Security Number, joint ownership information, other identifying information and type of account, for each non-custodial parent who owes past-due child support, who maintains or during the last quarter maintained an account(s) at the FI. The FI must submit the required information with the State by the "Matched Accounts" method.
- B. The FI acknowledges there are processes 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.

The information provided to the FI (or its designated agents) for purposes of conducting the data matches may not be used by such FI or its agents for any other purposes and may not be disclosed to any person except to the extent necessary to conduct the data matches. Unauthorized disclosure of this confidential information is subject to penalties under ORC sections 3125.50 and 3125.99. Confidential customer information of a FI provided to the State under this Agreement remains confidential under federal law 42 U.S.C. Section 669a(b).

- C. All data supplied under this Agreement will be in accordance with the “Multistate Financial Institution Data Match Specifications Handbook” <http://www.acf.hhs.gov/programs/cse/fct/fidm/dataspecs.pdf>. This publication was approved by the federal Office of Management and Budget (OMB). It contains the data specifications and the file format for FIDM.
- D. All agreements, attachments to agreements, revised attachments, notices, and other documents related to the status of this Agreement, must be addressed to the State as follows or to such address as the State may later designate in writing:

Ohio Department of Job and Family Services
Office of Child Support
P.O. Box 183203
Columbus, Ohio 43218-3203

All data and match results, including tapes or other media must be addressed to the State’s agent for data processing, Informatix, Inc., as follows, to such agent and address as the State may later designate, in writing:

Informatix, Inc.
FIDM Solutions Group
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911

- E. The FI agrees to complete the attached “Financial Institution Data Match Set-up Sheet” (hereinafter set-up sheet) and identify the information needed for service upon the FI of all legal notices for encumbrances and surrender of accounts resulting from this Agreement.
- F. The FI agrees to designate a contact person, who may be an agent of the FI, to perform the data match on its behalf by completing the set-up sheet. The FI also must identify on the set-up sheet its preferred media format for reporting and receiving information under this Agreement.
- G. The FI agrees to submit, and as needed update, a schedule of quarterly submission dates to the State on the set-up sheet.
- H. The FI will file an amended set-up sheet with the State whenever the information changes and submit those changes to the State within 30 days of the effective date of change. In addition, the FI must file an amended set-up sheet if the FI is involved in any merger, acquisition, change of name, or any other transaction that could affect the FI’s performance under this Agreement, within 30 days of the effective date of the change.

Article II-Additional Terms

- A. This Agreement will commence upon signature and date by the OCS Deputy Director or designee, and will continue thereafter, unless otherwise modified by the mutual written agreement of the parties, and remain in effect, unless otherwise terminated in writing by mutual consent 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 Ohio and any applicable federal laws.

Article III-Signatures/Parties to the Agreement

FI Name _____

Federal EIN _____

Signature_____Date:_____

Print Name and Title_____

FI Agent Name (if any)_____

Federal EIN _____

Signature_____Date:_____

Print Name and Title_____

Ohio Department of Job and Family Services, Office of Child Support

Deputy Director Signature or Designee

Date

Print Name and Title

FINANCIAL INSTITUTION DATA MATCH SET-UP SHEET

This information will be used to send out the State of _____ Data Match file:

Institution Name

Institution Contact Phone Number

FEIN Number

Method Used:

- ☐ Method One – All Accounts Method
☐ Method Two – Matched Accounts Method

Institution Street Address (No P.O. Boxes)

Media Type Options for Method Two Only
(media type to receive the data file from state)

- ☐ FTP Transmission
☐ Secure Internet Website
☐ Encrypted CD Rom

Institution City/State/ZIP

Institution Contact Name

Institution Email Address

Week of Process (select 1 – 10)

IF USING A SERVICE PROVIDER:

Processor Company Name and FEIN Number

Processor Contact Phone Number

Contact Name to Receive File

Processor Street Address (No P.O. Boxes)

Processor City/State/Zip

Processor Email Address

IF NOT USING A SERVICE PROVIDER PLEASE PROVIDE SOFTWARE VENDOR'S:

Vendor Company Name

Vendor Contact Phone Number

Vendor Email Address

PLEASE COMPLETE AND RETURN TO INFORMATIX, INC:

Email : ALLIANCE@informatixinc.com

Fax : 517-318-4696