

STATE OF UTAH
DEPARTMENT OF HUMAN SERVICES
OFFICE OF RECOVERY SERVICES
Financial Institution Data Matching Program Agreement

PURPOSE

This agreement is between the Utah State Department of Human Services, *Office of Recovery Services*, herein after referred to as *ORS*, and _____, hereinafter referred to as *Financial Institution*. This Agreement establishes requirements to be met by *ORS* and the *Financial Institution*, pursuant to Utah Code Annotated 62A-11-304.5 and section 466 (a) (17) of the Social Security Act, for the purpose of developing and operating a data match system. The *Financial Institution* shall participate in the automated exchange of data by providing, on a quarterly basis, identifying information for each non-custodial parent who maintains an account at such institution and who owes past-due support, as identified by *ORS*. The automated data exchange system will be implemented and managed through the *ORS* Child Support Enforcement Program.

Financial Institution agrees to the following:

1. Submit the required data quarterly in the approved electronic format.
2. Submit reimbursement request based on incurred cost, subject to allowed cost using the **ORS FIDM Reimbursement Request form**.
3. Protect the confidentiality of any data or information supplied to the *Financial Institution* by *ORS*.
4. Keep *ORS*, through the *ORS* assigned liaison (*ORS* FIDM Program Specialist), informed of the *Financial Institution*'s authorized contact information including IP address and any data manager or third party vendor. Provide written documentation to the *ORS* FIDM Program Specialist of IP changes and *Financial Institution*'s FIDM Program staff changes within 30 days of the change.
5. Contact the *ORS* FIDM Program Specialist with any questions or concerns related to data matches.

ORS agrees to the following:

1. Maintain an sFTP site for receiving data from and submitting data to financial institutions.
2. Accept and process correctly formatted data received within 30 days.
3. Reimburse *Financial Institution* based on quarterly incurred cost, subject to allowed costs as agreed to herein.
4. Provide information as needed for *Financial Institution* to comply with this agreement, consistent with applicable statutes.

ACTION

To participate, the *Financial Institution* must complete **Parties to the Agreement** section below, and sign, date, and return this original signed Agreement within 30 days of receipt.

Parties to the Agreement:

Office of Recovery Services

Agency

PO Box 45033

Address

Salt Lake City, UT 84145-0033

City State Zip

(801)741-7470 (801)536-8510

Phone Fax

orsfidm@utah.gov

Email Address

Financial Institution

Address

City State Zip

Phone Fax

Email Address

DATA ELEMENTS AND REQUIREMENTS

All data supplied under this Agreement, as required below, shall be in accordance with the **Financial Data Match Specifications Handbook**. (Published November 29, 2007.)

TRANSMITTING METHODS

The following are the accepted data transfer methods used by *ORS*. Please indicate the type of data transfer method your institution will use.

- sFTP
- METHOD 1 (All accounts method)
 - METHOD 2 (Matched Accounts method)

AGENT

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

Name of Agent: _____

Authorized Contact Person: _____

Title: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: _____ Fax: _____ Email: _____

COSTS AND FEES

In accordance with **UCA 62A-11-304.5**, *ORS* may pay a reasonable fee which does **not** exceed the actual costs of the transfer and matching of data to the *Financial Institution* for compliance with this program. The reimbursement **does not** include programming costs and **will not exceed \$150.00** per quarter.

ORS must receive the **ORS FIDM Reimbursement Request** form along with supporting documentation (invoice) no later than 30 days after the end of the quarter.

For example, the first quarter reporting is from January to March. The reimbursement form must be received by ORS before April 30th. ORS will accept the reimbursement form by US mail or fax. Reimbursement requests received after the 30 days will not be reimbursed. Further questions regarding the reimbursement process should be referred to the **ORS FIDM Program Specialist**. Send reimbursement requests to the attention of:

Attention: FIDM Program Specialist
Office of Recovery Services
PO Box 45033
Salt Lake City UT 84145-0033
Fax: (801) 536-8636

ADDITIONAL TERMS

AGREEMENT PERIOD: Effective **1/1/2016**. Terminates on **12/31/2020**. The Agreement may be amended, waived or voided in writing at any time by mutual written consent of the parties. If the *Financial Institution* retains a new third-party service provider or merges with another financial institution within the five year period, a new FIDM Agreement will be required.

AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR: The Contractor represents that the person who has signed this agreement on behalf of the Contractor has full legal authority to bind the Contractor and to execute this agreement.

SIGNATURES

Financial Institution:

Financial Institution Name

Contact Signature

Title

Date

Financial Institution Service Provider (if applicable):

Institution Name

Agent Signature

Title

Date

Office of Recovery Services:

Liesa Stockdale

Director, ORS

Date