



**COLORADO**

**Office of Economic Security**

Division of Child Support Services  
Larry Desbien, Director

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF CHILD SUPPORT SERVICES  
FINANCIAL INSTITUTION DATA MATCH AGREEMENT

This agreement, entered into by the State of Colorado for use and benefit of the Department of Human Services, Division of Child Support Services (Division) and the financial institution set forth below ("financial institution"), for the purpose of exchanging information by way of an automated data exchange system implemented and managed through the Division. In consideration of the mutual agreements herein contained, the financial institution and the Division hereby agree as follows:

A. This agreement is entered into pursuant to 42 U.S.C. Sections 666(a)(4), 666(a)(17) and 669a, and Sections 26-13-128 and 14-10-122(1.5)(a), C.R.S. 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 transmit the required information to the Division by the "matched accounts method," as defined below:

**MATCHED ACCOUNTS METHOD:**

The financial institution shall match an inquiry file supplied by the Division, or its agent, against all open accounts maintained by the financial institution. The financial institution must report in accordance with the approved format set forth in the Financial Data Match Specifications Handbook, which is incorporated into this agreement as Attachment 1. The financial institution must conduct the match 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 Division, or its agent, shall send its inquiry file on the designated type of magnetic tape or cartridge. The inquiry file shall be returned to the Division, or its agent, along with the financial institution's report of all matched accounts, within three business days after the match is conducted. All files must be provided to the Division, or its agent, in accordance with Attachment 1.

B. The Division, its agent, and the financial institutions 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 U.S.C. Sections 666(a)(4), 666(a)(17) and 669a, and Sections 26-13-128 and 14-10-122(1.5)(a), C.R.S.



C. This agreement between the financial institution and the Division regarding the data exchange shall be signed by the financial institution and returned to:

Colorado Division of Child Support Services  
State Enforcement Unit  
Financial Institution Data Match Program  
1575 Sherman Street, 5<sup>th</sup> Floor  
Denver, CO 80203

D. All media (tapes, cartridges, diskette's etc.) for the data exchange shall be addressed to the Division's agent:

Informatix Inc.  
Attn: Alliance FIDM Operations  
1760 Abbey Road  
East Lansing, MI 48823-7394

E. All invoices from the financial institution to the Division should be directed to the Division at the following address:

Colorado Division of Child Support Services  
State Enforcement Unit  
Financial Institution Data Match Program  
1575 Sherman Street, 5<sup>th</sup> Floor  
Denver, CO 80203

F. Service of any notice of lien and levy 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: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_ TIN # \_\_\_\_\_

If more than one branch bank please attach list.



G. Service of any 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 either fax or regular mail at the following fax number and address:

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

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

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

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

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

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

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

H. 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: \_\_\_\_\_ TIN # \_\_\_\_\_

Please indicate the media for receiving and sending inquiry files for the Division's agent and for submitting accounts.

The Financial Institution will **receive** the inquiry file from the State or its agent on:

\_\_\_\_\_ Cartridge \_\_\_\_\_ Tape \_\_\_\_\_ Diskette \_\_\_\_\_ CD \_\_\_\_\_ Internet  
3480, 3490 Reel to Reel  
4 mm DAT  
8 mm DAT  
SLR2, SLR6



The Financial Institution will **send** accounts to the State or its agent on:

Cartridge  Tape  Diskette  CD  Internet  
3480, 3490 Reel to Reel  
4 mm DAT  
8 mm DAT  
SLR2, SLR6

To begin the quarterly match process, please select the preferred month and week for the receipt of Colorado Division of Child Support Services files.

Name of Month: \_\_\_\_\_ Circle One Week: 1 2 3 4

I. Please check one option:

Financial institution agrees to waive the fee.  
 Quarterly Fee: five cents per matched name, not to exceed actual cost of \$ \_\_\_\_\_  
 Other not to exceed actual cost of \$ \_\_\_\_\_. Please specify \_\_\_\_\_  
\_\_\_\_\_

J. The financial institution shall accept compensation from the Division as payment in full for the services provided under the agreement subject to appropriations. Payment shall be made by the Division within forty-five days of the receipt of an invoice and after verification by the Division that a quarterly match has been completed.

K. This State agreement shall be effective on the date signed by the director of the Division and extend through the end of the current State Fiscal Year. Unless previously modified or terminated by mutual agreement of the parties, this agreement shall automatically renew for each succeeding state fiscal year.

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

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

N. This agreement shall automatically terminate in the event that 42 U.S.C. Sections 666(a)(4), 666(a)(17) and 669a, and Sections 26-13-128 and 14-10-122(1.5)(a), C.R.S. are repealed.



**FOR: DIVISION OF CHILD SUPPORT SERVICES**

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SIGNATURE

Larry Desbien, Director, Division of Child Support Services  
PRINT NAME AND TITLE

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DATE

**FOR:**

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FINANCIAL INSTITUTION

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PRINT NAME AND TITLE

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SIGNATURE

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DATE

