

State of Wisconsin
Department of Children and Families
**FINANCIAL INSTITUTION DATA MATCHING
MEMORANDUM OF AGREEMENT**

This agreement, entered into by and between the Department of Children and Families ("the Department") and the financial institution set forth in ARTICLE IX ("Financial Institution"), is for the purpose of exchanging information by way of an automated data exchange system implemented and managed by the Bureau of Child Support. In consideration of the mutual agreements herein contained, the Financial Institution and the Department hereby agree as follows:

ARTICLE I - METHODOLOGY

- A. This agreement is entered into pursuant to s.49.853, Wis. Stats., and the Personal Responsibility and Work Opportunity Reconciliation Act., Pub. Law 104-193, for the purpose of operating a financial institution data match program. 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 delinquent child support obligor who maintains an account(s) at the Financial Institution, and who owes past due child support. The Financial Institution shall submit the Financial Institution Variable Selection Attachment ("Attachment A") to the Department within thirty days of the signing of this agreement.
- B. The Financial Institution shall designate, in Attachment A, whether it will use the All Accounts match method or the Matched Accounts match method for matching delinquent payers and accounts.
- C. The Financial Institution shall identify, in Attachment A, a preferred media format for transmitting and receiving information under this agreement.
- D. All data supplied under this agreement shall be in accordance with the "Financial Data Match Specifications Handbook" dated March 5, 1999.

ARTICLE II – CONTACT AND NOTICE INFORMATION

- A. The Department has authorized Informatix, Inc. to act as its agent ("Department's Agent") for the purposes identified in this agreement.

All data and match results (including tapes or other media), agreements, attachments to agreements, revised attachments, invoices, notices, and other documents related to the status of this Agreement shall be addressed to the Department's Agent as follows or to such agent and address as the Department shall later designate in writing:

Informatix, Inc.
Alliance FIDM Operations
3120 Sovereign Drive, Ste. 4A
Lansing, MI 48911

- B. The Financial Institution shall identify, in Attachment A, the information needed for service upon the Financial Institution of all legal notices resulting from this agreement.

- C. The Financial Institution shall designate, in Attachment A, a contact person who is responsible for performing the data match. This contact may be an employee of the financial institution or a designated agent.

ARTICLE III - REIMBURSEMENT

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

- _____ Annual Reimbursement (actual costs not to exceed \$125 per quarterly match or the amount allowed by statute).
- _____ The Financial Institution agrees to waive reimbursement.

- B. The Financial Institution shall accept compensation from the Department as payment in full for the services provided under the agreement subject to appropriations. The Financial Institution shall submit an invoice to the Department's Agent annually for the previous four quarterly record matches. The Financial Institution shall submit invoices within thirty days of the end of the annual invoice period. Payment will be made by the Department's Agent within thirty days of receipt of invoice.

ARTICLE IV- CONFIDENTIALITY

The Department, the Department's Agent, 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 Public Law 1998, Chapter 1.

Financial Institution Match

The Financial Institution may use the file identifying delinquent obligors provided by the Department only for the purpose of determining whether any obligor has an interest in an account maintained by the Financial Institution. The Financial Institution may not disclose or retain information provided by the Department for the record matching program concerning obligors who do not have an interest in an account maintained by the Financial Institution.

Any documents, disks, magnetic media or other information acquired by the Financial Institution from the Department will remain the property of the Department and must be returned to the Department's Agent at the time reports are due.

State Match Method

The Department may use the information provided by the Financial Institution only for the purpose of matching records to determine if a delinquent obligor has an interest in an account maintained by the Financial Institution. The Department may not disclose or retain information received from the Financial Institution for the record matching program concerning account holders who are not delinquent obligors.

ARTICLE V - PROHIBITIONS ON DISCLOSURE TO ACCOUNT HOLDERS

The Financial Institution furnishing a report or providing information to the Department for the financial record matching program may not disclose to an account holder that the name of such person has been received from or furnished to the Department. The Financial Institution may, however, disclose to its account holders that under the financial record matching program the Department has the authority to request certain identifying information on certain account holders.

ARTICLE VI - FINANCIAL INSTITUTION LIABILITY

The Financial Institution is not liable for disclosing information to the Department or the Department's Agent for the financial record matching program, or for any other action taken in good faith to comply with the financial record matching program.

ARTICLE VII - ADDITIONAL TERMS

- A. This agreement will commence on _____(date) and continue through the end of the state fiscal year (The state fiscal year ends on June 30 each year). The agreement shall continue thereafter, from state fiscal year to state fiscal 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. The Financial Institution may submit an amended Attachment A to the Department's Agent whenever the information provided in the Attachment changes. The amended Attachment A shall be submitted to the Department's Agent, at least sixty days prior to the next quarterly record match.
- D. The Financial Institution shall submit, and as needed update, a schedule of quarterly submission dates to the Department's Agent using the Financial Institution Variable Selection Attachment (Attachment A) of this agreement.
- E. This agreement shall be construed in accordance with the laws of the State of Wisconsin, and is binding upon and inures to the benefit of the parties and their respective successors and assignees.
- F. This agreement shall automatically terminate in the event that s.49.853, Wis. Stats. is repealed.
- G. The Department may authorize an agent to enter into this agreement.
- H. The Department has authorized the Department's Agent to sign Attachment A of this agreement.

ARTICLE VIII– SIGNATURES

FOR: Department of Children and Families

SIGNATURE

PRINT NAME AND TITLE

DATE

FOR:

FINANCIAL INSTITUTION

PRINT NAME AND TITLE

SIGNATURE

DATE

FOR: Financial Institution Agent (If applicable)

PRINT NAME AND TITLE

SIGNATURE

DATE

FINANCIAL INSTITUTION VARIABLE SELECTION ATTACHMENT

INSTRUCTIONS FOR AMENDING: *If any changes are made within a section, please complete the entire section. Draw a line or "X" over any sections not updated. Complete all necessary signatures and return to the point of contact designated by the Department in the Memorandum of Agreement.*

SECTION 1

The following person is designated as the contact person responsible for performing the data matches:

Processing Agent (if any): _____

Financial Institution Name: _____

Federal Identification Number (TIN): _____
(Use processing agent TIN if applicable. If not, enter Financial Institution TIN)

Contact Person: _____

Title: _____

Street Address: _____

Mailing Address: _____

E-Mail: _____ Fax: _____

Telephone: _____

SECTION 2

Service of all legal notices resulting from this agreement shall be served on the following person:

Person: _____

Title: _____

Street Address: _____

Mailing Address: _____

E-Mail: _____ Fax: _____

Telephone: _____

SECTION 3

The Financial Institution shall use the match method designated below:

METHOD #1: ALL ACCOUNTS

The Financial Institution shall submit to the Department on a quarterly basis, and within fourteen days of the end of the week designated in Section 5 of this Attachment, a file identifying all open accounts. For each open account maintained at the Financial Institution, the Financial Institution shall provide the Department with the name and social security number, or other tax identification number, of each person having an ownership interest in the account, together with a description of each person's interest. The information required under this section shall be provided as specified by rule or agreement. All data files will be provided to the Department in accordance with the media set forth in ARTICLE III of this agreement.

METHOD #2: 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 45 days of 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 in the format designated in Section 4 of this Attachment. The inquiry file shall be returned to the Department along with the Financial Institution's report of all matched accounts.

SECTION 4

The Financial Institution shall transmit and receive quarterly data match files using the following media:

The Financial Institution shall receive files from the Department or its agent on:

_____ Compact Disk (CD) _____ Diskette _____ FTP _____ Internet

_____ Other (specify) _____

The Financial Institution shall send files to the Department or its agent on:

_____ Compact Disk (CD) _____ Diskette _____ FTP _____ Internet

_____ Other (specify) _____

SECTION 5

Designate the week of the calendar quarter the Financial Institution will transmit data or perform the data match. Calendar quarters begin January 1, April 1, July 1, and October 1 of each year. For example, designating week three will indicate that the Financial Institution will perform the data match or data transmission on the weeks beginning January 15, April 15, July 15, and October 15.

Week: _____

EXECUTED FOR:

Financial Institution Name

Federal Identification Number (FIN)

Print Name and Title

Signature

Date