

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

Reference: Delegation of Limited Purchasing Authority Number LPD053

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 the *Financial Institution*. This Agreement establishes requirements to be met by the *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 the *ORS*. The automated data exchange system will be implemented and managed through the Child Support Enforcement Program of the *ORS*.

Financial Institution agrees to the following:

1. Submit the required data quarterly in approved electronic format.
2. Submit for reimbursement based on incurred cost and 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 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.

Office of Recovery Services (ORS) agrees to the following:

1. Maintain an SFTP site for receiving/submitted 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 such information as needed for *Financial Institution* to comply with this agreement, consistent with applicable statutes.

ACTION:

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

PARTIES TO THE AGREEMENT:

Office of Recovery Services
Agency

Financial Institution Name

PO Box 45033
Address

Address

Salt Lake City, Utah 84145-0033
City State Zip

City State Zip

orsfidm@utah.gov
Email address

Email address

(801) 536-8901 (801) 536-8636
Phone Fax

Phone Fax

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 the *ORS*. Please indicate the type of data transfer method your institution will use.

- FTP
- 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**, the *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 _____. Terminates on _____. 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 billing provider or merges with another Institution within the three year period a new FIDM Agreement will be required.

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SIGNATURES:

FINANCIAL INSTITUTION:

Financial Institution Name

Contact Signature	Title	Date
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Financial Institution Service Provider (If Applicable):

Institution Name

Agent Signature	Title	Date
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OFFICE OF RECOVERY SERVICES:

Mark L. Brasher	Director, ORS	Date
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