

**TENNESSEE DEPARTMENT OF HUMAN SERVICES  
STATE OF TENNESSEE**

**FINANCIAL INSTITUTION DATA MATCH AGREEMENT**

**I. ACTION**

The Financial Institution must complete this Agreement and return it by \_\_\_\_\_.

The initial transmission of data will occur in \_\_\_\_\_ for the quarter ending \_\_\_\_\_.

**II. PURPOSE**

Federal and State laws require that each financial institution doing business in Tennessee enter into an agreement with the Department of Human Services to run a quarterly match of obligors who owe past-due child support against all individuals who maintain accounts at that institution. This Agreement establishes the requirements to be met by the Financial Institution named in Section III, below, and the Tennessee Department of Human Services pursuant to 42 USC Section 466(a)(17) and Tennessee Code Annotated (T.C.A.) 36-5-901 through 36-5-905 and 45-19-101. The Financial Institution shall participate in the automated exchange of data by providing, on a quarterly basis, identifying information for each obligor who maintains an account at such institution and who owes past-due support, as identified by the Department. The automated data exchange system will be implemented and managed through the child support enforcement program of the Department and/or its authorized agent.

**III. PARTIES TO THE AGREEMENT**

This Agreement, made and entered into by and among the State of Tennessee, acting through the Department of Human Services, Child Support Division, with an address at Andrew Johnson Tower, 710 James Robertson Parkway, 11th floor, Nashville, Tennessee 37243. The State's selected vendor, Child Support Lien Network (CSLN), a Massachusetts Corporation, with an address at 600 Longwater Drive, Suite 202, Norwell, MA 02061 (hereinafter "CSLN") and the Financial Institution, as provide below.

**Financial Institution** \_\_\_\_\_

Federal Employer ID Number (FEIN) \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Physical Address \_\_\_\_\_  
(Street) (City/State/Zip)

Mailing Address (if different) \_\_\_\_\_  
(Address) (City/State/Zip)

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

If the person at the financial institution who will actually send or receive the data is different from the contact person named above **and an outside agent or processor is NOT being used for this purpose**, please provide the following information:

Systems/Technical Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Physical Address \_\_\_\_\_  
(Address) (City/State/Zip)  
Mailing Address (if different) \_\_\_\_\_  
(Address) (City/State/Zip)  
Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_  
Email Address \_\_\_\_\_

#### IV. AGENT

The Financial Institution may designate an agent to perform the data match on its behalf by providing the information requested below. If an agent is designated, files will be exchanged directly with the agent rather than with the financial institution.

Agent's Name \_\_\_\_\_ FEIN \_\_\_\_\_  
Contact Name and Title \_\_\_\_\_  
Physical address \_\_\_\_\_  
(Address) (City/State/Zip)  
Mailing Address \_\_\_\_\_  
(Address) (City/State/Zip)  
Telephone Number \_\_\_\_\_ Fax number \_\_\_\_\_  
Email address \_\_\_\_\_

#### V. MATCH METHODOLOGY

The Financial Institution shall elect one of the following two methods to transmit the required information to the Department. The method checked will be the method by which the financial institution agrees to participate.

\_\_\_\_\_ **Method 1 (All Accounts Method)**

The Financial Institution shall submit to the Department, by the end of the month following the calendar quarter, a file identifying all open accounts. In each subsequent quarter the Financial Institution will submit another complete file containing all open accounts. All files must be submitted to the State by the end of the month following each quarter.

\_\_\_\_\_ **Method 2 (Matched Accounts Method)**

The Financial Institution shall match a file supplied by the Department, not more than quarterly, against all accounts maintained at that institution. An Institution electing this option shall report the information required by the Department on all accounts at the institution that are maintained by persons on the Department's inquiry file. The Institution shall return a matched file within forty-five (45) days of receiving an inquiry file from the Department.

When matching by Method 1 the Financial Institution agrees to the following data match time frames:

**Method 1**

Matching Data For	Inquiry File of All Accounts Due By
1st quarter (Jan 1 - March 31)	April 30th
2nd quarter (April 1 - June 30)	July 31st
3rd quarter (July 1 - Sept 30)	Oct 31st
4th quarter (Oct 1 - Dec 31)	Jan 31st

When matching by Method 2 the Financial Institution agrees to the following data match time frames:

**Method 2**

Matching Data For	Due Date
1st quarter (Jan 1 - March 31)	<b>The Matched File is Always Due to Be Returned 45 Days from the Date It Was Received</b>
2nd quarter (April 1 - June 30)	
3rd quarter (July 1 - Sept 30)	
4th quarter (Oct 1 - Dec 31)	

**VI. TRANSMISSION METHODOLOGY**

The Department's authorized agent is the Child Support Lien Network operated by the Stellarware Corporation. **The Financial Institution or its outside processor will exchange all files and data directly with CSLN in lieu of with the Department.** CSLN will then supply these files and data to the Department. The contact information for CSLN is as follows:

Child Support Lien Network (CSLN)  
 600 Longwater, Suite 202, Norwell, MA 02061  
 Phone: 888-240-7488  
 Fax: 781-623-8030  
 Email: [FIDMcontact@childsupportliens.com](mailto:FIDMcontact@childsupportliens.com)

Please indicate below which type of media the institution will use to exchange files with CSLN the Department's agent.

Method 2 - I will RECEIVE files on:  <input type="checkbox"/> FTP'S <input type="checkbox"/> Secure Internet <input type="checkbox"/> Other *	Method 1 & Method 2 - I will SEND files on:  <input type="checkbox"/> FTP'S <input type="checkbox"/> Secure Internet <input type="checkbox"/> Other *
<p><b>* NOTE</b> - Prior approval must be secured from both the Department of Human Services and CSLN before using "Other" media types.</p>	

**VII. DATA ELEMENTS AND REQUIREMENTS**

All data supplied under this Agreement shall be in accordance with the Financial Data Match Specifications Handbook.

## VIII. LIENS

Please indicate below where and to whom the Department should direct liens on matched accounts.

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

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Physical Address \_\_\_\_\_  
(Address) (City/State/Zip)

Mailing Address (if different) \_\_\_\_\_  
(Address) (City/State/Zip)

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

## IX. COSTS AND FEES

The Department agrees to reimburse the Financial Institution for their actual quarterly costs for matching or producing data against all accounts maintained by the Financial Institution, up to, but not exceeding \$250.00 per quarter, including all handling fees charged to the financial institution by any outside processor or agent, subject to the following:

- Actual costs incurred and services rendered in complying with this agreement will be documented by the Financial Institution.
- Documentation of the actual costs incurred shall be submitted to the Department on a quarterly basis within 30 days of the end of each calendar quarter in which those costs were incurred. This documentation will be submitted on an invoice designed by the Department of Human Services expressly for use with the FIDM program.
- Reimbursement will be made only to those institutions submitting their actual costs on a copy of the invoice designed by the Tennessee Department of Human Services expressly for use with the FIDM program.
- Reimbursement shall not exceed \$250.00 per quarter, including all handling fees.
- Claims shall be mailed to:

The Department shall authorize payment no later than 30 days after receipt of a properly completed invoice.

## **X. IMMUNITY FROM LIABILITY**

42 USC Section 669A (a) gives the financial institutions immunity from liability for providing financial records to State child support enforcement agencies in child support cases. The Federal statute states as follows:

Section 669A (a) IN GENERAL.-Notwithstanding any other provision of Federal or state law, a financial institution shall not be liable under any Federal or State law to any person for disclosing any financial record of an individual to a State child support enforcement agency attempting to establish, modify, or enforce a child support obligation of such individual, or for disclosing any such record to the Federal Parent Locator Service pursuant to section 666(a)(17)(A)."

Tennessee Code Annotated (T.C.A.) 45-19-102(a) also provides the financial institution with immunity from liability for providing financial records to State child support enforcement agencies in child support cases. T.C.A. reads as follows:

T.C.A. 45-19-102 (a)(1) A "financial institution," as defined in § 45-19-101, operating agreements for data match systems, subsection (e), or any financial institution's contractor which may process any records pursuant to this chapter, shall be absolutely immune from any civil or criminal liability under common law or under any contract, statute or regulation for:

(1) The disclosure of any information pursuant to this part, for the escrow, encumbrance, seizure or surrender of any assets held by the financial institution in response to a notice of lien or levy issued by any state child support enforcement agency or its contractors or agents, or for any action taken in good faith to comply with the requirements of this part;

(2) Subject to subsection (b), any erroneous disclosure, encumbrance, seizure, or surrender made in a good faith effort to comply with the requirements of this part.

(3) Subject to subsection (b), any good faith failure to effect, or good faith delay in effecting, a disclosure, encumbrance, seizure or surrender in compliance with the requirements of this part, if such failure or delay results from an error or from events beyond the control of the financial institution.

(b) Subdivisions (a)(2) and (3) shall apply to erroneous acts or failures to act only if the error from which the act or failure results is an unintentional bona fide error, including but not limited to a clerical or computer malfunction or programming error. In the event of an erroneous act under subdivision (a)(2) or an erroneous or other failure to act under subdivision (a)(3), the financial institution shall, upon discovery thereof exercise such diligence as the circumstances require.

## **XI. CONFIDENTIALITY**

By State and Federal law, a State IV-D agency which obtains a financial record of an individual from a financial institution may disclose information from that record only for the purpose of, and to the extent necessary in, establishing, modifying, or enforcing a child support obligation against that individual.

42 USC, Section 669A (b) states PROHIBITION OF DISCLOSURE OF FINANCIAL RECORD OBTAINED BY STATE CHILD SUPPORT ENFORCEMENT AGENCY. - A State child support enforcement agency which obtains a financial record of an individual from a financial institution pursuant to subsection (a) may disclose such

financial record only for the purpose of, and to the extent necessary in, establishing, modifying, or enforcing a child support obligation of such individual.

T.C.A. 71-1-131 (B) states

Any information provided to the department, its contractors or agents by any other state or federal agencies or other entities, which is required by federal or state law or regulations to be provided to the department as part of the department's Title IV-D responsibilities to establish, enforce or modify child or spousal support, but which information is otherwise protected as confidential by the laws or regulations of the United States or by any state's, territory's or other government's law or regulations, shall also be confidential, and shall be held by the department in a confidential manner. Such information shall also not be subject to public inspection by any person or entity and shall not be used in judicial, administrative, or legislative proceedings or for law enforcement activities, except as otherwise provided in this section.

## XII. OTHER

This agreement will commence with the date of the signature of the Financial Institution's Representative or Agent and will continue thereafter from year to year unless otherwise modified by the mutual agreement of both parties. This Agreement may be amended in writing at any time by mutual consent of both parties.

## XII. SIGNATURE

### Financial Institution Representative

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
**Date**

### Email, Mail or Fax Completed Agreement to:

Child Support Lien Network  
600 Longwater Drive, Suite 202, Norwell, MA 02061  
Fax: 781-623-8030  
Email: [FIDMcontact@childsupportliens.com](mailto:FIDMcontact@childsupportliens.com)

# FINANCIAL INSTITUTION DATA MATCH SET-UP SHEET

Financial Institution Name

FEIN Number

Institution Physical Address (No P.O. Boxes)

Institution City / State / Zip Code

Institution Contact Name

Institution Contact Phone Number

Institution Email Address

### Method Used

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

### Media Type Options

- SFTP Transmission
- FTPS Transmission
- Secure Internet Website
- Other

### IF USING A SERVICE PROVIDER OR TRANSMITTER:

Processor Company Name

Processor FEIN Number

Processor Physical Address (No P.O. Boxes)

Processor City / State / Zip Code

Processor Contact Name

Processor Contact Phone Number

Processor Email Address

Week of Process (Select 1 – 10)

Date of Change (Effective Immediately)

### IF NOT USING A SERVICE PROVIDER, PLEASE PROVIDE SOFTWARE VENDOR INFORMATION:

Software Vendor Company Name

Software Vendor Company Phone Number

Software Vendor Email Address

**PLEASE COMPLETE AND RETURN TO CSLN**

**Email: FIDMcontact@childsupportliens.com | Fax: (781) 623-8030  
600 Longwater Drive, Suite 202 | Norwell, MA 02061 | (888) 240-7488**