



DIVISION OF HEALTH CARE ACCESS AND ACCOUNTABILITY

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Governor

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**State of Wisconsin**  
Department of Health Services

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**STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES  
Financial Institution Data Matching Agreement**

This Agreement, and its Attachments and Schedules appended hereto, entered into by and between the Wisconsin Department of Health Services (the “Department”) and \_\_\_\_\_ (“Financial Institution”), is for the purposes of operating a data match system by which financial institutions doing business in Wisconsin will assist the Department with identification of assets held by such financial institutions on behalf of Wisconsin Medicaid participants who may not have declared all assets at the time of application (the “Data Match Program.”). In consideration of the mutual undertakings and covenants contained herein, Financial Institution and the Department hereby agree as follows:

**I. METHODOLOGY**

This Agreement is entered into pursuant to Federal law, P.L. 110-252 (Title VII, Section 7001(d)) and Wis. Stats. § 49.22 (2m). Financial Institutions shall participate in the exchange of data whereby financial institution will provide, on a quarterly or more frequent basis or other mutually agreed upon frequency, identifying information for Wisconsin Medicaid beneficiaries who may not have declared all assets at the time of application and/or renewal and who maintain one or more accounts with Financial Institution.

- A. Financial Institution shall designate, in Attachment A, whether it will use Method 1 (“All Accounts Method”) or Method 2 (“Matched Accounts Method”) for comparing Wisconsin Medicaid beneficiaries who may not have declared all assets at the time of application and/or renewal financial institution account holders.
- B. Financial Institution shall identify, in Attachment A, a preferred media format for delivering, securing, destroying, returning and receiving data under this Agreement.
- C. All data supplied under this Agreement shall be in accordance with the latest edition of the “AVS Financial Data Match Specifications Handbook” available at [www.assetverificationhandbook.com](http://www.assetverificationhandbook.com).

**II. CONTACT AND NOTICE INFORMATION**

All notices and other communications required or permitted hereunder shall be given in writing and shall be delivered personally or sent by certified mail (return receipt requested), or by nationally recognized overnight courier, and shall be deemed to have been delivered upon receipted delivery to the respective addresses set forth below. Either

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party may change its address for notice by providing notice to the other party as provided herein.

- A. The Department has authorized Health Management Systems, Inc (HMS) and its subcontractor Informatix, Inc. to act as its agent for the purposes identified in this Agreement and to execute Attachment A on the Department's behalf. Financial Institution shall send all data and match results (contained on encrypted compact disc, diskette, or other secured media or data transmission method with data and match results), as well as documents related to this Agreement (including but not limited to executed agreements and attachments, revised attachments, invoices, legal notices and other documents) to HMS at the following address:
- HMS Inc  
c/o Informatix, Inc.  
AVS Match Operations  
1760 Abbey Road  
East Lansing, MI 48823-7394
- B. In Attachment A, Financial Institution shall designate its Security or Privacy Officers and/or any other individuals such as Financial Institution employees and/or its designated agent, who are (1) authorized to perform the data match services pursuant to Method 2 ("Matched Accounts Method"), and (2) authorized to receive and disclose confidential information pursuant to Article III, herein. These individuals shall be authorized to receive inquiry files from the Department and deliver account holder or depositor files from Financial Institution.

### III. CONFIDENTIALITY

The Department, HMS, and the Financial Institution shall adopt privacy policies and security procedures, subject to state and federal laws and regulations, to ensure that information contained in their respective records and obtained from each other shall be kept secure and confidential and shall be used solely for the purposes of the Data Match Program, as specified herein.

The information exchanged shall only be used for Asset Verification data matching for Medicaid programs.

HMS and Financial Institution shall enter into a Confidentiality Agreement (see Attachment XX) that limits disclosure of the Confidential Information on a need-to-know basis. Only such employees and contractors who are working on the Data Match Program and who have a need-to-know shall have access to and be privy to the Confidential Information exchanged between HMS and Financial Institution. In addition, HMS and Financial Institution shall designate in writing the names and contact information of those individuals who are authorized to deliver and receive the Confidential Information pursuant to the Confidentiality Agreement. Method 1 (All Accounts Method)

The Department's designated vendor will provide the matching services. HMS will use the information provided by Financial Institution for the purpose of matching records to determine if any medical assistance recipient or applicant who may have undisclosed assets has an interest in an account maintained by Financial Institution. HMS and the

Department shall not disclose data received from Financial Institution concerning account holder who is not a Medicaid participant or applicant who may have undisclosed assets, until the account holder is a Medicaid participant.

Method 2 (Matched Accounts Method)

Financial Institution shall provide the matching services. The Department shall prepare an Inquiry File identifying any Medicaid participant or applicant who may have undisclosed assets. The Inquiry or Recipient File is provided to Financial Institution by HMS and is to be used only for the purpose of determining whether any Medicaid participant or applicant with an undisclosed asset has an interest in an account maintained by Financial Institution. Financial Institution may not disclose or retain information concerning any Medicaid participant or applicant who does not have an interest in an account maintained by the Financial Institution.

Any information related to the Data Match Program contained in documents, disks, magnetic media or other information acquired by Financial Institution from the Department or HMS will remain the property of the Department and must be returned to HMS promptly following each scheduled match.

**IV. PROHIBITIONS ON DISCLOSURE TO ACCOUNT HOLDERS**

Financial Institution shall not disclose to an account holder that the name of the account holder has been received from, or furnished to HMS or the Department. Financial Institution may, however, disclose to its account holders that, under Wis. Stats., Section 49.22 (2m), the Department has the authority to request certain identifying information on certain account holders.

**V. FINANCIAL INSTITUTION LIABILITY LIMITATION**

Financial Institution is not liable for disclosing information to HMS or the Department related to the Data Match Program, or for any other action taken in good faith to comply with a request from HMS or the Department to access records under Wis. Stats., § 49.22(2m).

**VI. ADDITIONAL TERMS**

This Agreement will commence on the date the Financial Institution executes this Agreement, and shall continue thereafter, year to year unless terminated by mutual agreement signed by both parties.

- A. Financial Institution may submit an amended Attachment A or Schedule 1 to HMS whenever
  - 1) the Method Option in Attachment A changes or
  - 2) the information in Schedule 1 changes.

The amended Attachment A or Schedule 1 shall be submitted to HMS, at least 60 days prior to the next quarterly record match or in a manner consistent with the frequency of the match.

- B. Financial Institution shall submit each month, and update as needed, a schedule of weekly submission dates to HMS using Schedule 1 to Attachment A to this Agreement.

**VII. GENERAL PROVISIONS**

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state or federal courts located in the State of Wisconsin.
- B. Assignment. Financial Institution may not assign its rights or delegate its obligations under this Agreement by operation of law or otherwise without the Department's or HMS's express prior written consent, which shall not be unreasonably withheld.
- C. Amendments. Except as specifically set forth herein, this Agreement may only be amended or supplemented by a writing signed by authorized representatives of both parties.
- D. No Waiver. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- E. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same legal effect as the original provision and the remainder of this Agreement will remain in full force.
- F. Entire Agreement. This Agreement consists of: (1) the Financial Institution Data Matching Agreement between the Department and Financial Institution, (2) the Asset Verification Data Match Services and Confidentiality Agreement between HMS and Financial Institution and constitutes the entire agreement between the parties relating to the Data Match Program and supersedes all prior or simultaneous representations, negotiations, and agreements, whether written or oral.

Signature:

\_\_\_\_\_  
Brett Davis, Administrator  
Division of Health Care Access and Accountability  
Department of Health Services

Date \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Person Authorized to Sign) Date

Date \_\_\_\_\_

\_\_\_\_\_  
(Financial Institution)

**ASSET VERIFICATION DATA MATCH SERVICES  
AND  
CONFIDENTIALITY AGREEMENT**

This Asset Verification Data Match Services and Confidentiality Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between HMS Inc. and its affiliates and representatives ("HMS"), and \_\_\_\_\_, ("Financial Institution").

WHEREAS, Wisconsin law authorizes the State of Wisconsin, Department of Health Services (the "Department") to access information from financial institutions doing business in Wisconsin to match accounts maintained by said financial institutions with the Wisconsin Medicaid participants or applicants who may have undisclosed assets; and

WHEREAS, HMS has entered into the Professional/Personal Services Contract ("Data Match Agreement") with the Wisconsin Department of Health Services pursuant to which HMS will serve as the Department's agent; and

WHEREAS, as the agent for the Department, HMS shall provide data match services, document facilitation services and related support services and shall work with Financial Institution to match Wisconsin Department Medicaid participant or applicants who may have undisclosed assets with Financial Institution account holders.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the parties agree as follows:

**1. Methodology**

- a. Options: Financial Institution shall participate in the Data Match Program using one of two methods described below. Financial Institution shall designate whether it will participate using Method One or Method Two in Schedule 1, which is hereby incorporated into this Agreement.
  - (i) Method One (All Accounts Method): The Department/HMS will provide the data matching services. On a quarterly basis, the Financial Institution shall submit to HMS a file identifying Financial Institution account holders by name, address of record, and social security number or other tax identification number (the "Depositor File"). During each quarter, and before the end of the week chosen by Financial Institution to transmit data, Financial Institution shall prepare, extract, and compile all data into the Depositor File and then deliver the Depositor File to HMS via secured and tracked transmissions within the time required. Upon receiving the Depositor File, HMS will process the Depositor File and then notify the Department of any matches between the Depositor File and the list of Wisconsin Medicaid participants or applicants who may have undisclosed assets.
  - (ii) Method Two (Matched Accounts Method): Financial Institution will provide the data matching services. Financial Institution shall compare Financial Institution account holders against a file prepared by the Department containing a list of Wisconsin Medicaid participants or applicants who may have undisclosed assets

(the "Recipient File"). The Recipient File shall be provided by HMS via the preferred media format selected by Financial Institution. Financial Institution shall provide a file of any and all matches (the "Data Match File") within two (2) business days of receipt. HMS will provide the Data Match File to the Department within two (2) business days.

- b. General: Financial Institution shall identify, in Schedule 1 hereto, a preferred media format for delivering, receiving and destroying data files and other information under this Agreement in a secure and legally compliant manner. All data supplied under this Agreement shall be in accordance with the latest edition of the "AVS Financial Data Match Specifications Handbook" at [www.assetverificationhandbook.com](http://www.assetverificationhandbook.com).
- c. Document Exchange Services: HMS will serve as the liaison between the Department and Financial Institution regarding the Data Match Program. HMS will receive and deliver, and facilitate the exchange of executed documentation related to the data match system. Whenever possible, HMS and Financial Institution shall create PDF versions of executed documents and send them to each other via secured email transmissions. HMS will maintain electronic versions of the fully executed documents as required by Wisconsin law. HMS will maintain records of those financial institutions that have not delivered the required executed documents or otherwise complied with Wisconsin law.
- d. Data Match Support Services: HMS will provide support services to the Department and Financial Institutions related to the Data Match Program. These support services include:
  - Providing a link to the financial data match specifications Handbook on the Contractor's website.
  - Supporting and operating a dedicated toll-free customer service telephone line for Financial Institutions and Department staff.
  - Providing technical support for Financial Institutions regarding the Data Match Program.

## **2. Contact and Notice Information**

- a. HMS Contact Information: All data and match results, including Depositor Files and Data Match Files, (contained on compact disc, diskette, or other media), and documents required by or related to the Agreement (executed agreements and attachments, revised attachments, invoices, notices, and other documents related to this Agreement) shall be addressed to the following address, or such other address as HMS may later designate in writing to:

HMS, Inc.  
c/o Informatix, Inc.  
AVS Match Operations  
1760 Abbey Road  
East Lansing, Michigan 48823-7394

- b. Financial Institution Contact Information: In Schedule 1 hereto, Financial Institution shall designate its Security or Privacy Officers or other individuals, (Financial Institution employees and/or contractors serving as its designated agent), who are:
  - 1) Authorized to receive Recipient Files (aka Inquiry Files) prepared by the Department and delivered by HMS, perform the data match services and deliver the Data Match Files to HMS pursuant to Method 2 ("Matched Accounts Method"), and those who are

- 2) Authorized to receive and disclose Confidential Information pursuant to Method 1 (All Account Method).

These individuals shall be authorized to deliver account holder information or Depositor Files to HMS, and to send and receive documents related to this Agreement (executed agreements and attachments, revised attachments, invoices, legal notices and other documents related to this Agreement) to HMS.

The Financial Institution agrees to notify HMS of any changes to Schedule 1 at least 60 calendar days prior to the next scheduled data match.

### 3. **Term and Termination**

- a. **Term**: This Agreement shall be effective as of the date set forth above and shall continue so long as HMS shall serve as agent for the Department regarding data match services. HMS shall notify Financial Institution upon the expiration of the Asset Verification Data Match Agreement between the Department and HMS.
- b. **Termination**: This Agreement will automatically terminate upon the termination of the Asset Verification Data Match Agreement. The Financial Institution may terminate this Agreement with 90 calendar days prior written notice, in the event it elects to perform financial data matching services by it or through another service provider.

### 4. **Confidentiality**

HMS and Financial Institution shall have privacy policies and security procedures, subject to state and federal laws and regulations, to ensure that information contained in their respective records and obtained from each other shall be kept secure and confidential and shall be used solely for the purposes specified herein.

The information exchanged shall not be used for any purposes other than for the purposes set forth in this Agreement and may not be disclosed to any person except to the extent necessary to conduct the data matches and fulfill the purposes of this Agreement.

HMS and Financial Institution agree that disclosure of the Confidential Information shall be on a need-to-know basis. Only such employees and contractors who are providing services related to this Agreement and who have a need-to-know shall be privy to the Confidential Information exchanged between HMS and Financial Institution. In addition, HMS and Financial Institution shall designate in writing the names and contact information of those individuals who are authorized to deliver and receive the confidential information pursuant to this Agreement.

- a. **Confidential Information**: In the performance of this Agreement, each party will receive confidential information regarding Financial Institution account holders and/or Medicaid applicants and participants, including but not limited to the name, address, social security number, bank account number or other personally identifiable information of the account holders and Medicaid applicants and participants, (such information shall be collectively referred to herein as the "Confidential Information"). The party receiving Confidential Information hereunder may be referred to as the Receiving Party and the party disclosing confidential information hereunder may be referred to as the Disclosing Party.

- b. Permitted Use: Financial Institution may only use the confidential information received from HMS to determine whether any Medicaid participant or applicant identified by the Department maintains an account with Financial Institution. Financial Institution shall not otherwise disclose confidential information received from HMS and shall return or destroy the Confidential Information received from HMS once the Financial Institution has completed the data matching service under Method 2 if that is the option chosen by the Financial Institution. HMS may only use confidential information received from Financial Institution as necessary to locate undisclosed assets for Medicaid participants and eligibles.
- c. Confidentiality: Except as expressly set forth above, the Receiving Party will not disclose confidential information received from the Disclosing Party to any person; provided that, such confidential information, may be disclosed on a need-to-know basis to a Receiving Party's employees and/or consultants who have agreed to receive it under terms at least as restrictive as those specified in this Agreement. The Receiving Party will take reasonable measures to maintain the security and confidentiality of the confidential information received from the Disclosing Party, in accordance with any legal requirements and Department, Financial Institution, or HMS policies. The Receiving Party will promptly give notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information received from the Disclosing Party. The Receiving Party agrees to reasonably assist the Disclosing Party in mitigating effects from any such unauthorized use or disclosure.
- d. Limitations: The obligations set forth in this Agreement do not apply to the extent that the Receiving Party can demonstrate that the confidential information:
  - (i) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise;
  - (ii) was properly in the possession of the Receiving Party at the time of disclosure;
  - (iii) was received from a third party without similar restrictions and without breach of this Agreement; or
  - (iv) is required to be disclosed by a government agency to further the objectives of this Agreement, or by a proper court of competent jurisdiction; provided, however, that the Receiving Party will use commercially reasonable efforts to minimize the disclosure of such information and will consult with and assist the Disclosing Party in obtaining a protective order prior to such disclosure.

## 5. General Provisions

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state or federal courts located in the State of Wisconsin.
- b. Assignment. Financial Institution may not assign its rights or delegate its obligations under this Agreement by operation of law or otherwise without the Department or HMS express prior written consent, which shall not be unreasonably withheld.



- c. Amendments. Except as specifically set forth herein, this Agreement may only be amended or supplemented by a writing that is signed by duly authorized representatives of both parties.
- d. No Waiver. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- e. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same legal effect as the original provision and the remainder of this Agreement will remain in full force.
- f. Entire Agreement. This Agreement consists of 1) the Financial Institution Data Matching Agreement between the Department and Financial Institution, 2) the Asset Verification Data Match Services and Confidentiality Agreement between HMS and Financial Institution and 3) Schedule 1 and constitutes the entire agreement between the parties relating to the Data Match Program and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

HMS INC.  
 401 Park Avenue South  
 New York, NY 10016  
 212-857-5000  
 916-830-1403 (fax)

COMPANY \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY/STATE \_\_\_\_\_  
 PHONE \_\_\_\_\_  
 FAX \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Cynthia Jones  
 \_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 \_\_\_\_\_  
 Print Name

Senior Director of Eligibility Services  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 \_\_\_\_\_  
 Title

**SCHEDULE 1**

**FINANCIAL INSTITUTION VARIABLE SELECTION ATTACHMENT**

**SECTION 1 – TECHNICAL CONTACT INFORMATION**

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

Processing Agent (if any): CU\*Answers

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

Federal Identification Number (TIN): 381912158

(Use processing agent TIN if applicable. If not, enter Financial Institution TIN)

Contact Person: Jeff Miller

Title: Operations Manager

Street Address: 4695 44th St SE Suite 100

City, State, Zip Code: Grand Rapids MI 49512

Mailing Address: 6000 28th St SE

City, State, Zip Code: Grand Rapids MI 49546

Telephone: 800-327-3478 x132 Fax: 616-285-5702

E-Mail: operations@cuanswers.com

**SECTION 2 - LEGAL CONTACT INFORMATION**

Service of all legal notices from this agreement shall be served to the following person or agent:

Person/Agent: \_\_\_\_\_

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

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

City, State, Zip Code: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

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

