Agreement for Financial Institution Data Matching

This Agreement, entered into by and between the Florida Department of Revenue, Child Support Program ("the Department") and _____ ("the Financial Institution"), together referred to herein as "the Parties," is for the purpose of exchanging information as provided by section 409.25657, Florida Statutes. The Financial Institution's FEIN is _____.

I. Data Matching

A. The Parties will proceed according to the method selected:

1. ☐ Method 1 – All Accounts Method

   The Financial Institution will provide the Department with quarterly electronic data files identifying the Financial Institution's open accounts. The data files will be provided in the manner specified by Method 1 of the Federal Office of Child Support Enforcement Multistate Financial Institution Data Match Specifications Handbook, Version 3.0, December 30, 2020 (incorporated by reference in Rule 12E-1.029, F.A.C.) (OCSE Handbook) and in the frequency specified by I.C of this Agreement. A file will identify all open accounts as of the date the file is produced.

2. ☐ Method 2 – Matched Accounts Method

   The Department will provide the Financial Institution with quarterly electronic data files identifying individuals by name and social security number who owe past-due support. The Financial Institution will match the electronic data file against its open accounts. The Financial Institution's open account data that matches to the Department's data file will be provided to the Department in the manner specified by Method 2 of the OCSE Handbook. The Financial Institution will return a match file to the Department within fifteen (15) business days after receiving or downloading the Department's data file.

B. Data Exchange Protocol

The Financial Institution will perform the data matching requirements under this Agreement using Secure File Transfer Protocol (SFTP) by:

1. ☐ Employing or contracting with a third-party service provider.
2. ☐ Exchanging data files directly with the Department.

C. Match Schedule

Data matching will occur during the following months of each calendar quarter:

Q1. _____
Q2. _____
Q3. _____
Q4. _____

II. Confidentiality and Data Safeguarding

The Parties agree that the data provided to and received from the other Party in performing the work under this Agreement is confidential and will be used solely for the purposes specified in sections 409.25657 and 409.25656, Florida Statutes. The Parties further agree to:

A. Maintain confidentiality of information exchanged as required by section 409.2579, Florida Statutes, and 45 C.F.R. § 303.21 (incorporated by reference in Rule 12E-1.029, F.A.C.).

B. Comply with the Florida Cybersecurity Standards in Rule Chapter 60GG-2, Florida Administrative Code, as applicable.

C. Take all action required by state and federal law in the event of a data breach. A Party that becomes aware of a suspected or known data breach will notify the other Party within 24 hours of the discovery of the breach or unauthorized disclosure of confidential information.

D. Establish managerial, operational, and technical safeguards to maintain confidentiality and prevent unauthorized access, use or disclosure of the confidential information as required by state and federal laws, rules and regulations.

E. Restrict access to and disclosure of information exchanged to authorized personnel who need the information to perform official duties in connection with the purposes of this Agreement.

F. Not store data received from the other Party on a mobile storage device or mobile computing device.

G. Process and store the information exchanged in the United States and prohibit access to the information exchanged by persons outside the United States.

H. Delete all interface files and nonmatching records received from the other Party, including all copies containing the data, within 90 days of receipt.

I. Complete annual security and privacy awareness training for all authorized personnel with access to the information exchanged. The training, to be provided by the Department, will describe the user's responsibility for proper use and protection of the confidential information exchanged, potential indicators of insider threat, and the possible sanctions for misuse of the information exchanged. Each user will complete an annual acknowledgment upon completion of the training.

J. Ensure that if the Financial Institution uses a subcontractor for data processing or storage of data, the Financial Institution shall assume toward the subcontractor all obligations and responsibilities that the Department assumes under this Agreement toward the Financial Institution, and the subcontractor shall assume toward the Financial Institution all the same obligations, duties and responsibilities which the Financial Institution assumes toward the Department under this Agreement. If the Department uses a subcontractor for data processing or storage of data, the Department shall assume toward the subcontractor all obligations and responsibilities that the Financial Institution assumes, under the Agreement, toward the Department, and the

subcontractor shall assume toward the Department all the same obligations, duties and responsibilities which the Department assumes toward the Financial Institution under this Agreement.

III. Fees

A. The Financial Institution is entitled to a reasonable fee for its services, as defined by Rule 12E-1.029(3), Florida Administrative Code.

1. ☐ The Financial Institution elects to receive fees for its services.
2. ☐ The Financial Institution waives fees.

B. If the Financial Institution elects to receive fees, the following terms and conditions apply:

1. If Method 1 is used as provided by I.A.1, the Department will pay $50 per quarter for each data match conducted; if Method 2 is used as provided by I.A.2, the Department will pay $250 per quarter for each data match conducted; and if the Financial Institution participates in multi-state financial institution data matching sponsored by the Federal Office of Child Support Enforcement, the Department will pay an additional $100 per quarter for each data match conducted.

2. An itemized invoice must be submitted each quarter to the Department's billing contact in IV.B by email or U.S. mail within thirty (30) days after submission of the Financial Institution's data file to the Department.

3. Invoices must contain:

   a. The Financial Institution's name and mailing address.
   b. The amount of the applicable fee.
   c. The month and year in which the data was provided.
   d. The annual purchase order number provided by the Department.
   e. A contact name and phone number.

After execution of the agreement, and annually thereafter, the Department's Agreement Manager will provide the purchase order number to the Financial Institution's Agreement Manager.

4. Upon request, the Financial Institution must provide the Department with documentation of data matching costs incurred and an itemized statement of data matching services rendered.

IV. Contact Information

A. Financial Institution

Agreement Manager:
Address:
Phone #:
E-mail:

Technical Contact:
Phone #:
E-mail:

Billing Contact:
Address:
Phone #:
E-mail:

Third-Party Service Provider (if applicable):
Contact Person:
Address:
Phone #:
E-mail:

Garnishment Contact:
Address:
Phone #:
E-mail:

B. Department of Revenue

Agreement Manager:
Address:
Phone #:
E-mail:

Technical Contact:
Phone #:
E-mail:

Billing Contact:
Address:
Phone #:
E-mail:

Correspondence and other communications will be addressed to the applicable points of contact. Changes in contact information will be provided in writing to the other Party's Agreement Manager.

V. Term

This Agreement becomes effective on _____, or when signed by both Parties, whichever occurs later and remains in effect until _____. The Agreement may be renewed for up to five years by mutual agreement of the Parties. Either party may terminate this Agreement at will upon thirty days advance written notice to the other Party. Each Party bears its own costs.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date set forth below.

For DEPARTMENT OF REVENUE
STATE OF FLORIDA

_____
Signature

_____
Name

_____
Title

DATE: _____

For FINANCIAL INSTITUTION

_____

_____

_____
Signature

_____
Name

_____
Title

DATE: _____

Office of the General Counsel
Department of Revenue
Legal Review

BY: _____

DATE: _____