



August 15, 2023

Kenneth J. Plante, Coordinator
Joint Administrative Procedures Committee
Room 680, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1400

Attn: Jamie Jackson, Senior Attorney

RE: Department of Revenue Rule 12E-1.029

Dear Ms. Jackson:

The Department has reviewed your July 19, 2023, comments on the above-referenced proposed rules published in the Florida Administrative Register on May 30, 2023 and responds as follows.

Comment 12E-1.029(1)(a): Incorporated Material-Agreement for Financial Institution Data Matching, Form CS-EF134

P.2, II. A.: The incorporation by reference of 45 C.F.R. §307.21, should be set for the in the rule text and not solely in the incorporated material, as is required by rule 1-1.013(11), F.A.C. *See also Peek, et al. v. State Bd. of Education and Dept. of Education*, Case No. 12-1111RP, St. of Fla. Div. of Admin. Hrgs. (August 22, 2012). Additionally, it appears the most recently codified version of this federal regulation is October 1, 2021. Was it the Department's intention to incorporate the 2011 version? Finally, please provide a copy of this newly incorporated material to the Committee for review.

Response: The rule text has been corrected to incorporate by reference of 45 C.F.R. §307.21, and the October 1, 2021 version of this federal regulation. Form CS-EF134 has been revised to reflect these changes.

Enclosed is a copy of the Notice of Change published in the *Florida Administrative Register* on August 2, 2023, and the revised form CS-EF134.

If you need additional information or have additional questions or comments, please do not hesitate to contact me.

Sincerely,

Bobby York /for

Janet Young

Agency Rules Coordinator

Attachments

specifications prescribed by the Federal Office of Child Support Services Multistate Financial Institution Data Match Specifications Handbook, Version 3.0, December 30, 2020, (http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx), incorporated herein by reference, effective xx/xx. The Department will maintain the confidentiality of information exchanged as required by section 409.2479(1), F.S., and 45 C.F.R. § 303.21 (10-1-21) (http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx), incorporated herein by reference, effective xx/xx. Members of the public may obtain copies of the Multistate Financial Institution Data Match Specifications Handbook, and 45 C.F.R. § 303.21, without cost, by writing to the Florida Department of Revenue, Mail Stop 2-4464, 5050 West Tennessee Street, Tallahassee, Florida 32399.

- (c) No change.
(2) through (3) No change.

The Department revises the incorporated material, form CS-EF134, as follows:

Page 1., I.A.1.:

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's Multistate Financial Institution Data Match Specifications Handbook, Version 3.0, December 30, 2020 (incorporated by reference in Rule 12E-1.029, F.A.C.) (OCSS 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.

Page 2, II. A.:

A. Maintain confidentiality of information exchanged as required by section 409.2479(1), Florida Statutes, and 45 C.F.R. § 303.21 (incorporated by reference in Rule 12E-1.029, F.A.C.) 45 C.F.R. § 303.21 (10-1-11) hereby incorporated by reference, effective xx/xx (http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx). Members of the public may obtain copies of 45 C.F.R. § 303.21 by writing to the Florida Department of Revenue, Mail Stop 2-4464, 5050 West Tennessee Street, Tallahassee, Florida 32399.

[Redacted content]

[Redacted content]



Agreement for Financial Institution Data Matching

This Agreement, entered into by and between the Florida Department of Revenue, Child Support Program (“the Department”) and [REDACTED] (“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 [REDACTED].

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 Services Multistate Financial Institution Data Match Specifications Handbook, Version 3.0, December 30, 2020 (incorporated by reference in Rule 12E-1.029, F.A.C.) (OCSS 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 OCSS 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. [REDACTED]
Q2. [REDACTED]
Q3. [REDACTED]
Q4. [REDACTED]

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 409.2479(1), 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. Process and store the information exchanged in the United States and prohibit access to the information exchanged by persons outside the United States.
- G. Ensure if either a Party or a subcontractor uses a Cloud service provider to store or process data obtained under this Agreement, the provider must be certified Fed Ramp Compliant and must comply with the security requirements in this Agreement. The Parties agree to prohibit storage of the information exchanged on mobile devices.
- 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 Services, the Department will pay \$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.

For the period _____ to _____, the purchase order number is _____. A new purchase order will be issued by the Department annually thereafter. Notice of subsequent purchase order numbers will be provided annually to the Financial Institution's Agreement Manager by the Department.
 - e. A contact name and phone number.
 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: [REDACTED]
Phone #:
E-mail:

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

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

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

B. Department of Revenue

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

Technical Contact: [REDACTED]
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**

For FINANCIAL INSTITUTION

Signature

Signature

Name

Name

Title

Title

DATE: _____

DATE: _____

Office of the General Counsel
Department of Revenue
Legal Review

BY: _____

DATE: _____