

**BI-DIRECTIONAL DATA EXCHANGE AGREEMENT
BETWEEN
TIDAL BASIN GOVERNMENT CONSULTING, LLC
AND
[LOCAL JURISDICTION]**

This Agreement is made and entered into by and between Tidal Basin Government Consulting, LLC (“Tidal Basin”) and [Local Jurisdiction].

WHEREAS, OUR Florida is Florida’s state-wide federally funded emergency rental assistance program supporting residents and businesses as they continue to recover and rebuild from the COVID-19 public health emergency, and;

WHEREAS, on or about February 22, 2021, Tidal Basin and the State of Florida, Department of Management Services (“DMS” or “Client”) entered into State Term Contract No. 80101500-20-01 (“State Term Contract”) for Management Consulting Services, and;

WHEREAS, State of Florida, Department of Children and Families (“DCF” or “Client”) awarded Tidal Basin a Task Order (“Task Order”) under the State Term Contract to provide services in support of the Emergency Rental Assistance Program, (the “Program” or “ERAP”). The Program was established to assist eligible clients that are unable to pay rent or/utilities bills due to the COVID-19 public health emergency, and;

WHEREAS, in order for the Program to serve residents state-wide, it is important that local jurisdictions that also received direct ERAP allocations and, where applicable, other federal funds for emergency rental assistance, to run programs locally coordinate closely with the State’s OUR Florida program to identify and prevent duplicative payments, known as duplication of benefits;

NOW THEREFORE, Tidal Basin and [local jurisdiction] (the Parties) agree to enter into a Data Sharing Agreement (“Agreement”) to exchange data pertaining to receipt of benefits by Program applicants for eligibility determinations, review and adjustment of federal and state ERAP benefits, and to identify and prevent duplicative payments of federal and state ERAP benefits.

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which the Parties agree to exchange data to regarding individuals who have received ERAP benefits from [local jurisdiction], and pursuant to Tidal Basin’s Task Order with DCF.

II. DEFINITIONS

A. Agreement Coordinators — the individuals appointed by the signatories as responsible for compliance with the activities identified herein.

B. Data Exchange — A process for taking data structured under a source database and mapping it to a target database, so that the target data is an accurate representation of the source data.

C. Covered Data - data covered by federal or state laws or regulations.

III. IMPLEMENTATION

The Parties shall follow the framework for bidirectional data exchange as set forth in Exhibit A, “Emergency Rental Assistance – Duplication of Benefit Check System Integration.”

B. Exhibit A includes the list of categorical data elements that the Parties shall exchange.

C. Any revisions to Exhibit A shall require evidence of written mutual agreement between the Parties through the Agreement Coordinators, attaching the revised Exhibit A thereto and maintaining said evidence in the agreement file.

IV. Security Protocols

Tidal Basin maintains multiple security protocols to protect all data and all data exchanges. All security protocols are in compliance with Personally Identifiable Information (PII) security protocols. These measures include Multi-Factor Authentication and Secure Network Tunnels. Security Protocols are further outlined in Exhibit A - Emergency Rental Assistance – Duplication of Benefit Check System Integration.

V. COSTS

This is a non-monetary agreement. The Parties shall bear its respective cost for the data exchange and performance under this Agreement.

VI. DURATION AND DESIGNATION OF AGREEMENT COORDINATORS

A. This Agreement shall become effective on the last date of signature by the Parties and will terminate three (3) years from said date, unless renewed or terminated. This Agreement may be renewed for two consecutive one-year terms.

B. This Agreement may be renewed in writing with appropriate modifications as agreed upon by the Parties.

C. This Agreement replaces and incorporates all prior negotiations, interpretations, and understandings between the Parties. The Agreement may be mutually terminated by written agreement of the parties or unilaterally by either party, without cause, provided the terminating party serves the other party's Agreement Coordinator with written notice of an intent to terminate the Agreement in no less than thirty (30) days from the date such notice is sent. Either Party may terminate this Agreement for cause, without prior notice or warning, effective immediately upon written notice.

D. The Agreement Coordinators for this Agreement are:

[Tidal Basin]

[Local Jurisdiction]

VII. AMENDMENTS AND CHANGES

A. With the exception of changes to Agreement Coordinator designations (Section VI.D.) any changes, alterations, deletions, or additions to the terms set forth in this Agreement must be by written amendment executed by all Parties. Changes to Section IV.A. shall be accomplished as provided therein, changes to Section VI.D. may be accomplished by providing email change notification that is acknowledged by both Parties.

B. The Parties agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data contained herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this Agreement.

VIII. INSPECTION OF RECORDS

The Parties shall permit cognizant state and federal representatives, or their designees, to conduct inspections described in this paragraph, or to make onsite inspections of records relevant to this Agreement to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. The parties shall ensure their systems are maintained in a manner sufficient to permit an audit of compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

IX. LIABILITY

It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents, whosoever caused, to the extent allowed by law.

SIGNATURES ON FOLLOWING PAGE

[SIGNATURE PAGE]

X

Jason Field
DOB Coordinator, Our Florida

Date _____

X

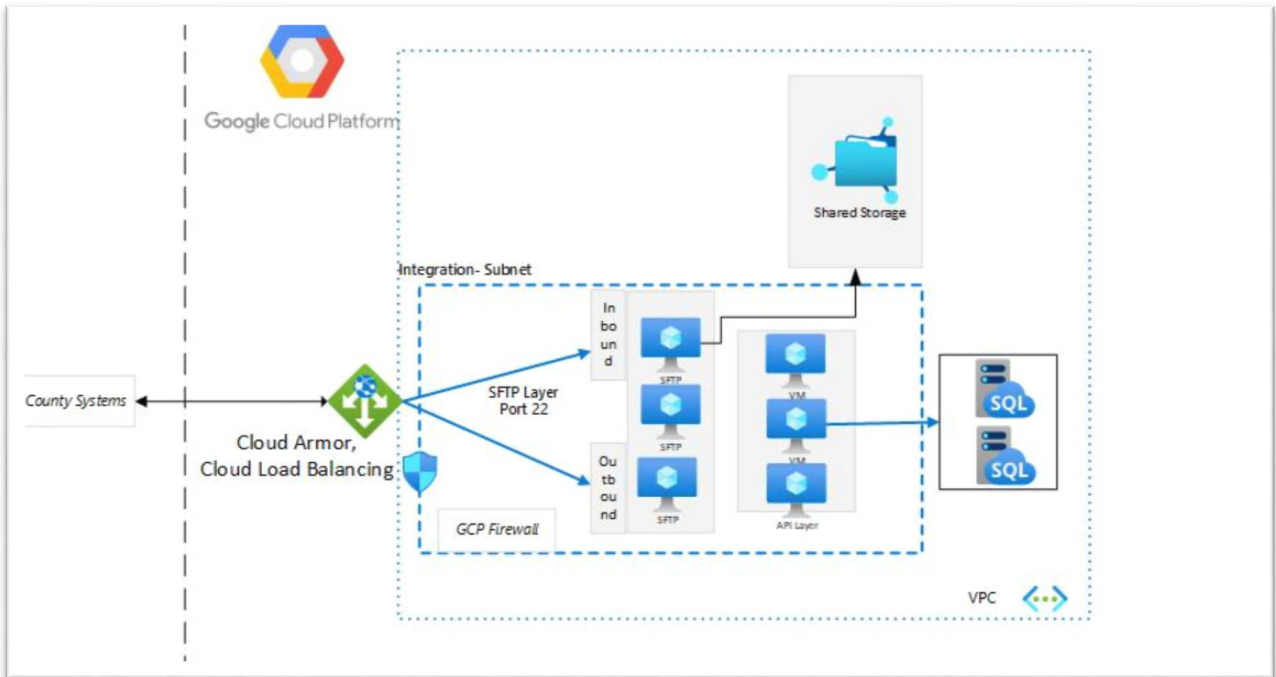
County Representative
Position

Date _____

EXHIBIT A

EMERGENCY RENTAL ASSISTANCE - DUPLICATION OF BENEFIT CHECK SYSTEM INTEGRATION

The Case Management system used by Florida Department of Children and Families for Emergency Rental Assistance Program (ERAP) is a SaaS solution provided by Tidal Basin named Financial Assistance Management System (FAMS). FAMS is hosted on Google Cloud Platform and leverages Google cloud infrastructure as a service offering for the system operations. FAMS would need to receive ERAP Applicant details from Florida counties who received direct funding from US Department of the Treasury. This data will be required to check duplication of benefits (DOB) check while adjudicating an application received by FAMS. FAMS will also provide applicant details to county systems for them to perform similar duplication of benefits verification. Tidal Basin is setting up a framework for this bidirectional data exchange between FAMS and county systems and the high-level architecture is shown below:



SFTP verifies the identity of the client and once a secured connection is established information is exchanged. SFTP includes Secure Shell (SSH) protocol in the storage and transfer process.

Additional measures used for securing SFTP.

- Disabled FTP protocol to lock down the possibilities of a potential attack.
- Used the strongest standard encryption and hashing to authenticate data.
- SFTP Server Endpoint security is enabled by using CrowdStrike Antivirus tool.
- Access control has been set with proper permissions on each FTP folder.

- Used IP whitelisting to allow connections only from authorized IPs.
- SFP server is running behind GCP firewall to protect it against unauthorized access.

The county systems will be onboarded for the integration by the following method.

- Tidal Basin will setup a SFTP site for each county for this bidirectional file exchange.
- SFTP site will be setup with two folders -
 - Outbound – FAMS system will generate the file extract and place it here on a frequency agreed upon with the County. County systems can download the file extracts from this folder. Access for County systems will be Read Only on this folder.
 - Inbound – Counties can upload their file extracts to this folder. FAMS will systematically consume this file and archive the file. Access for County Systems will be Read and Write on this folder.
- Tidal Basin will whitelist County source IPs and provide SFTP credentials.

The files will be consumed by the FAMS API layer and will be stored in FAMS database for the application consumption. These records will be accessed by FAMS users based on their roles and permission.

DOB COUNTY INTEGRATION – DATA ELEMENTS

Tidal Basin and Counties will exchange the following data elements via this data exchange. The files will be a full extract from FAMS as well as from county systems. FAMS will export the county specific applicants and provide in the corresponding SFT Outbound folder. Frequency of this file exchange will be decided on a county basis.

Outbound File Naming convention	<<CountyName>>_DOBExtract_IB.txt
Inbound File Naming convention	<<CountyName>>_DOBExtract_OB.txt
File Format	Pipe delimited
Data Volume	Full Extract

Fields	Remarks
Primary Applicant First Name	
Primary Applicant Last Name	
Primary Applicant Date of Birth	
Address of Rental unit Line1	
Address of Rental unit Line2	
City	
State	
Zip Code	
County	

Total Rental Assistance Provided	
Rental Assistance - Months & Assistance Amount provided	E.g.: November 2020-500 December 2020-1200 January 2021-1500
Total Utility Assistance Provided	Only if applicable
Utility Assistance - Months & Assistance Amount provided	Only if applicable. E.g.: November 2020-300 December 2020-100 January 2021-100
Primary Applicant Email	If available
Primary Applicant Phone Number	If available
County Name	
Preferred Frequency of Inbound File (County to FAMS) – Choose one	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly
Preferred Frequency of Outbound File (FAMS to County)	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly
Source IPs to be whitelisted in FAMS	
Users who need access to FTP Site (Email ids)	

County System Onboarding Form

Please fill this form and send to rfificulp@tidalbasin.rphc.com