

RIDER "A"

Terms applicable to all Purchase of Service Agreements/Memorandums of Understanding for Child Support Services

The _____ (the "Child Support Agency") and the _____ (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Rider, the terms of this Rider shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

A. Confidentiality of Child Support Information

The Service Provider, its officers, agents, employees, and subcontractors, shall treat all child support confidential information and data, as defined in 45 CFR 303.21 (a), as confidential information and data as required by the laws of the State of New York and of the United States and any regulations, policies or guidelines promulgated thereunder. The Service Provider shall put particular emphasis on protecting personal information relating to parties, noncustodial and custodial parents and children.

Child support information and data may include "Federal Information." Federal Information includes all information obtained through the Federal Parent Locator System (FPLS), including the National Directory of New Hires (NDNH), and the Federal Case Registry (FCR) unless independently verified by another source. Federal information is subject to additional safeguarding requirements.

Child support information and data may include Federal Tax Information (FTI). FTI is any federal tax return or return information received from the IRS or secondary source, such as SSA, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.

All child support information and data obtained in the performance of the Agreement shall be used or disclosed only for the intended purposes as permitted by law and this Agreement. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and State laws and regulations, including 42 USCA 653, 653A, 654(26), 654A(d), 663, 666(a), 666(c)(2), 669a(b); 26 USCA 6103(L)(6), (8); 45 CFR 302.35, 303.21, 307.13; SSL 111-v; 111-m; 18 NYCRR 347.19. At no time shall any child support information and data be exposed, copied, disclosed or retained by

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the Service Provider for any purpose other than performing the services and duties as outlined under this Agreement.

Child support information and data, whether in electronic, documentary, or other format shall not be disclosed by the Service Provider, its officers, agents, employees, or subcontractors, without the prior written approval of the Child Support Agency or as required to perform the services under this Agreement pursuant to a process or procedure approved by the Child Support Agency. The use of child support information and data obtained by the Service Provider in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties. No copies of child support information and data, whether paper, disc, computer or other electronic format, will be made or retained without the Child Support Agency's consent.

The Service Provider shall inform the Child Support Agency in writing of any demand (e.g., court order, subpoena, litigation holds, Freedom of Information, or discovery demands in litigation, etc.) which seeks disclosure of child support information and data. The Service Provider shall notify the Child Support Agency in writing upon receipt of such demand and prior to any disclosure in order to give the Child Support Agency the maximum time period in which to exercise the opportunity to oppose any such disclosure. Every contract with an agent or subcontractor shall provide that such notice be given to both the Service Provider and Child Support Agency in the event of a demand for disclosure of child support information and data. Any notice by an agent or subcontractor will not substitute for the obligation of the Service Provider to notify the Child Support Agency. Child support information and data shall not be disclosed without written approval by the Child Support Agency.

The Service Provider agrees that child support information and data processed during the performance of the Agreement will be completely purged from all data storage components of the Service Provider's computer facility and equipment and no output will be retained by the Service Provider at the time the work is completed. The Service Provider shall certify in writing that these actions have been completed within 30 days of the termination or expiration of this Agreement or within 7 days of the request of an agent, employee, or officer of Child Support Agency, whichever comes first. At a minimum, destruction of information and data activities are to be performed in accord with the standards set by the Enterprise Information Security Office of the State of New York. The parties may agree to a different schedule in writing.

The Service Provider will be responsible for the destruction of any intermediate hard copy printouts and will provide the Child Support Agency with a statement containing the date of the destruction, description of material destroyed, and the method used. The Service Provider shall return or destroy all child support information and data that has been received from the Child Support Agency when the purpose that necessitated its receipt has been completed. In addition, the Service Provider shall not retain any confidential information which federal or State statute or regulation prohibit from disclosure after termination of the Agreement.

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B. Physical Security

The Service Provider must ensure that all child support information and data related to this Agreement is stored in a controlled access environment to ensure data and information security and integrity. All access to child support information and data, physical or virtual, must be conducted within the United States and have adequate security systems in place to protect against the unauthorized access to the facilities and information and data stored therein. The Service Provider agrees to develop, implement and update a Physical and Systems Security Plan (the Plan) to ensure that all appropriate and necessary measures are taken to prevent unauthorized access to the designated processing sites and that such sites are appropriately restricted and/or monitored for the safety and confidentiality of the child support information and data. The Plan shall be provided to the Child Support Agency thirty (30) day prior to the commencement of services under this Agreement for review and approval.

Service Provider shall provide its services to the Child Support Agency solely from data centers in the United States. Storage of child support information and data at rest shall be located solely in data centers in the United States. The Service Provider will provide the Child Support Agency a list of the physical locations where the data is stored at any given time and will update that list if the physical location changes. The Service Provider shall not store, maintain or process child support information and data on portable storage media, including, but not limited to, personal computers, thumb drives or hard drives, unless prior approval from the Child Support Agency is obtained and all child support information and data is encrypted in conformity with this Agreement.

Adequate security systems must be in place to control access into the facilities. Access into and within the facilities must be restricted through an access control system that requires positive identification of authorized individuals as well as a log of all individuals admitted or given access to the physical storage location of child support information and data (e.g., name of individual, employer, date, time). The Service Provider shall have a formal procedure in place for granting computer system access to the child support information and data and to track access. Access for services or activities outside of those approved by the Child Support Agency is prohibited.

The Service Provider shall use only those means to transport data approved by the Child Support Agency. Deliveries must be made either via hand delivery by an employee of the Service Provider or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Service Provider's offices, to and from any subcontractor, and to the Child Support Agency.

In general, the Service Provider must ensure that child support information and data is secure within the work environment. Information and data elements shall not be displayed or accessible to non-authorized users on computer screens or in printed document. Additional protections may be required for safeguarding Federal Information.

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C. Systems Security

The Service Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, use, disclosure or theft of child support information and data. These security measures shall be in accordance with federal and State law, policy, guidelines and regulations.

The Service Provider agrees to develop, implement and update a Physical and Systems Security Plan (the Plan) that will include appropriate means to preserve and safeguard information and data related to this Agreement. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of data, and data encryption for data at rest and in transit. The Service Provider shall encrypt data using encryption methods approved by the Child Support Agency. Unless otherwise stipulated, the Service Provider is responsible for encryption of the child support information and data. The use of proprietary algorithms is not allowed for any encryption purposes

The Plan shall include all components/modules of the Service Provider's system that are necessary for the Child Support Agency to track and monitor access to child support information and data. Systems and supporting systems must be operational at all times. The Service Provider's system shall meet or exceed the applicable state and federal systems requirements. Any information regarding the Service Provider's system not so covered by the preceding provisions of law must be kept confidential as if it were so covered.

The Child Support Agency reserves the right to inspect the Service Provider's systems and procedures to ascertain that the Service Provider is adhering to the requirements of this Agreement, the approved Plan and the applicable provisions of the law. The Child Support Agency or the New York State Office of Temporary and Disability Assistance (OTDA) or its designee may perform these inspections without affording the Service Provider prior notice. Where Federal Information or Federal Tax Information is included in the child support information or data, audits may be performed by authorized federal agencies or their designees.

Where an audit reveals noncompliance with the Agreement requirements or the Plan unacceptable to the Child Support Agency or other auditing entity, the Service Provider shall immediately address and solely bear the cost of any mitigation measures. All remediation shall occur as mandated by the Child Support Agency in the timeframe acceptable to the Child Support Agency.

D. Reporting Incidents and Breaches.

"Security Incident" means the any allegation or suspicion held by or brought to the attention of the Service Provider involving any person or entity's inappropriate or unauthorized access to or disclosure from any application, system, network and/or database containing child support information and data and which allegation or suspicion the Service Provider deems to be credible.

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“Data Breach” means the exposure or unauthorized access to the Child Support Agency or Service Provider’s systems, applications and/or unencrypted data by a non-authorized person.

Incidents involving the unauthorized access or disclosure of the child support information and data in any applications, systems, networks and/or databases generally must be reported immediately to the Child Support Agency, but in no event more than one (1) business day following the Service Provider’s becoming aware of the allegation or suspicion of a Security Incident. If the Security Incident may involve unauthorized access to Federal Information, the Service Provider must report the incident within one (1) hour following the Service Provider’s becoming aware of the allegation or suspicion of the Security Incident. The Service Provider must provide notification to the Child Support Agency by e-mail at _____. The Service Provider shall not delay notification while it investigates or remedies the situation.

The Service Provider must cooperate with activities necessary for the Child Support Agency to determine the need for notification and/or to provide the notification(s) required below to the individuals whose information was or may be affected. Within twenty-four (24) hours of the initial notification by the Service Provider, the Service Provider must report to the Child Support Agency the steps taken or proposed to be taken in response to the instance of unauthorized access. The Service Provider must also notify the Child Support Agency of the steps taken to prevent similar instances in the future as soon as is practicable after the Security Incident is discovered.

The Child Support Agency may determine that a reported Security Incident is a Data Breach. Where that occurs, the Child Support Agency will so inform the Service Provider and require that the Service Provider proceed in accordance with all applicable provisions of this Agreement.

In the event of a Data Breach, the Service Provider shall immediately notify the Child Support Agency of such breach by telephone at _____ and e-mail at _____. At such time, the Service Provider shall provide the Child Support Agency with the name and contact information for an employee of the Service Provider who shall serve as its primary security contact and shall be available to assist the Child Support Agency twenty-four (24) hours a day, seven (7) days per week in resolving the Data Breach.

Immediately following the Service Provider’s notification of a Data Breach to the Child Support Agency, the Service Provider shall 1) investigate and utilize best efforts to determine the cause(s) of and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices; 4) provide information and/or reports within the timeframes as requested by the Child Support Agency regarding the Data Breach; and 5) take any other action as directed by the Child Support Agency.

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The Service Provider shall be responsible for promptly notifying individuals whose information or data was compromised by a Security Incident or Data Breach ("Affected Persons"). The Service Provider is to first seek consultation and receive authorization from the Child Support Agency prior to issuing such notifications. The Child Support Agency shall approve the content of and the method by which such notifications are provided (e.g., regular mail, e-mail, and/or website posting).

The Service Provider shall provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and/or any other services deemed reasonably necessary by the Child Support Agency to Affected Persons for a one year period if requested by the Child Support Agency.

The Service Provider shall bear all costs associated with providing the above relief to Affected Persons. The Child Support Agency may reduce any payment to the Service Provider by an amount attributable to Service Provider's failure to satisfactorily provide such relief.

The Service Provider shall indemnify, hold harmless and defend the Child Support Agency and its officers, agents and employees from and against any and all claims, damages, or other harm including, but not limited to interest, penalties, and reasonable attorney's fees related to any Security Incident or Data Breach which result from the Service Provider's actions or omissions.

E. Miscellaneous

The Service Provider shall be responsible for assuring that any agreement between the Service Provider and any of its officers, agents, employees, or subcontractors contains provisions which strictly comport to this section.

The provisions of this section shall survive termination or expiration of the Agreement.

The Service Provider's failure to materially comply with any of the provisions of this section is a material breach of this Agreement. In such event, The Child Support Agency may terminate the Agreement "for cause" effective immediately upon written notice to the Service Provider without further liability or obligation to Service Provider.

The Service Provider shall require all officers, agents, and employees of the Service Provider or any subcontractors with access to the child support information and data to sign a non-disclosure agreement annually using the attached form. The Service Provider shall maintain these agreements as required in Section II, below, and shall provide them to the Child Support Agency upon request.

The Child Support Agency shall require the Service Provider to provide information about and training in all requirements of and procedures arising from this Agreement to all officers, agents, and employees of the Service Provider or

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any subcontractors with access to the child support information and data. The training shall be provided by the Child Support Agency, or it may require the Service Provider to develop and/or present the training in a form approved by the Child Support Agency.

The Service Provider shall conduct a background check, including a criminal background check, in a format acceptable to and approved by the Child Support Agency, before granting access to the child support information and data, and it shall not utilize any person to perform any service under this Agreement, who has been convicted of any crime of dishonesty, including but not limited to criminal fraud or identity theft.

II. Reports and Record Keeping

- A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.
 2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.
 3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.
- B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.
- C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

- A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.
- B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

- A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.
- B. The Agreement shall be governed by the laws of the State of New York..

V. Miscellaneous Terms

- A. The Service Provider shall provide for bonding of any officer, employee, or subcontractor who will have access to or control over child support collections, as required by 18 NYCRR 346.5.
- B. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.
- C. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.
- D. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.