



State of Florida Registration Information Sharing and Exchange (RISE) Program Level-two Agreement

1. The Florida Department of Revenue (hereafter referred to as the Department), acting in its capacity as coordinator of the Registration Information Sharing and Exchange (RISE) program, and _____ (Government Entity) hereby enter into this Agreement for the sharing of certain information as prescribed in Section (s.) 213.0535, Florida Statutes (F.S.), for Level-two participants of the RISE program. This Agreement shall be effective for three (3) years from the date of its execution. This Agreement is in effect when it has been signed and dated by an authorized representative on behalf of the Government Entity and by an authorized representative on behalf of the Department. The agreement is in effect on the later of the date the agreement is signed and dated by the Government Entity or by the Department and will remain in effect for three (3) years from the later date.
2. As stated in s. 213.0535(5), F.S., when in receipt of information shared according to this Agreement, the Government Entity shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code (F.A.C.). The Government Entity shall be subject to the same penalties for violation of these requirements as provided in s. 213.053(2), F.S. The _____ (Title or Position) of the Government Entity, or his/her designee, agrees to take appropriate steps to protect information obtained under RISE and this Agreement from unauthorized disclosure, especially any confidential tax information obtained from the Department.
3. The manager of the Department Service Center serving the Government Entity, or the manager's delegate, shall be the point of contact for receiving confidential tax information requests according to this Agreement.
4. The following minimum procedures must be implemented prior to receiving any confidential tax information from the Department.
 - A. Information the Department provides shall only be used for the administration or enforcement of tax or licensing provisions for the laws listed below. Please check the box(es) for which statute(s) this data is being requested.
 - Section 125.0104, F.S., tourist development tax.
 - Section 125.0108, F.S., tourist impact tax.
 - Section 212.0305, F.S., convention development taxes.
 - Chapter 67-930, Laws of Florida, municipal resort tax.
 - B. When not being used, the information must be kept under lock and key or other secure manner.
 - C. When no longer needed, tax information provided by the Department must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a crosscut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.

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- D. Only authorized employees of the Government Entity with an official use for the information as stated in paragraph A, shall be allowed access to the information. Information shall be furnished directly to the Government Entity by the Department. A certified public accountant hired according to ss. 125.0104 or 212.0305, F.S., by the Government Entity may obtain access to the information from the Government Entity, not from the Department. All authorized employees of the Government Entity are responsible for familiarity and compliance with the confidentiality provisions of s. 213.053(2), F.S., as amended, and Chapter 12-22, F.A.C., related to the use of any state tax information received according to this Agreement.
 - E. The RISE participant must supply a list of authorized employees as stated in paragraph D, to the RISE Coordinator of the Department not less than annually by January 31. Such list shall include the name and position of each authorized employee.
 - F. Each authorized employee as stated in paragraph D, is required to execute by January 31 of each year the certification of familiarity with the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C., found in Attachment C of this Agreement. Any person who becomes an authorized employee subsequent to January 31 must execute a separate certification of familiarity. In each instance, all certifications shall be forwarded to the RISE Coordinator of the Department within 15 business days of the hire date or change of employment status.
 - G. In the event that a person signing this Agreement or an authorized employee leaves employment or changes employment status such that he or she no longer has an official use for the information, the Government Entity must notify the RISE Coordinator within 15 business days of the employee's termination or change of employment status.
 - H. The Government Entity must notify the RISE Coordinator in each instance when it contracts with a certified public accountant pursuant to ss. 125.0104 or 212.0305, F.S. Such notification shall include the name and address of the certified public accountant, date of the contract, and extent of service to be provided. Every contract between a Government Entity and a certified public accountant according to ss. 125.0104 or 212.0305, F.S., must contain a provision which informs that the certified public accountant is subject to the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C.
 - I. The Government Entity is required to keep and maintain records regarding any state tax information furnished to any certified public accountant as stated in paragraph H., for 5 years from the date of the disclosure.
5. The Department may conduct on-site security reviews to ensure that adequate procedures are in place to safeguard confidential tax information received under RISE and this Agreement and prevent any unauthorized disclosures of that information.

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6. Mutually acceptable techniques and methods of information sharing will be developed when and as required by the operating officials of the respective parties to this Agreement with the overall objective of providing the most useful data, with a minimum of interruption of operating routines, and the least amount of additional expense.
7. Information sharing frequency shall be either monthly or quarterly as specified in Attachment A of this Agreement.
8. The following data elements relating to licensing or registration activity during each period will be exchanged by the parties to this Agreement within 20 days of the end of that month or quarter:
 - A. Registrant's, licensee's, or taxpayer's name (business and owner).
 - B. Mailing address (including ZIP code).
 - C. Business location address (including ZIP code).
 - D. Telephone number (business and owner).
 - E. Federal employer identification number or social security number.
 - F. Business type code (NAICS or SIC code).
 - G. County code (as provided by the Department).
 - H. Applicable state or local license or registration number and any other unique identifying number.
 - I. Business opening date.
 - J. Indication if new or re-issuance (not renewals or address changes).
 - K. Registration cancellations of sales and use tax, tourist development tax, municipal resort tax, and /or convention development tax dealers engaging in transient rentals.
9. Unless otherwise specified in Attachment A to this Agreement, information specified in paragraph 8. of this Agreement shall be provided in a computer processable medium in the format found in Attachment B of this Agreement.
10. At least quarterly, notification of audit assessments of transient rental facilities for sales and use tax, tourist development tax, municipal resort tax and/or convention development tax within the taxing jurisdiction of the Government Entity will be exchanged by the parties to this Agreement.

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11. Information related to the audit assessments or the tax payment history of specified dealers may be exchanged upon request by authorized employees of either party to this Agreement. Requests for tax payment history information in the possession of the Department shall be made by an authorized employee pursuant to paragraph 4.F. of this Agreement, in writing, to the manager of the Department Service Center serving the Government Entity.
12. No information received by the Department from the Internal Revenue Service shall be disclosed under this Agreement.
13. In the event that the Government Entity fails to fulfill its obligations for participating in the RISE program in accordance with s. 213.0535, F.S., and this Agreement, the Department is authorized to suspend the routine providing of tax information to the Government Entity and, in its role as coordinator of the RISE program, is also authorized to recommend that other participants in the RISE program suspend any information exchange activity with the Government Entity.

Approved:

Deputy Executive Director
Florida Department of Revenue

Title: _____
Office: _____
(Government Entity)

Signed at Tallahassee, Florida,
this ____ day of _____, 20__.

Signed at _____, Florida,
this ____ day of _____, 20__.



RISE Attachment A for Level-two Agreement

Name of Local Government: _____

Signer of Agreement: Name:
 Title:
 Mailing Address:
 Email address:
 Phone:

Administrative contact: Name:
 Title:
 Mailing Address:
 Email address:
 Phone:

Data processing contact: Name:
 Title:
 Mailing Address:
 Email address:
 Phone:

Information sharing frequency (select one): ___ Monthly ___ Quarterly

Type of Computer System: _____

Method of Data Transmission Will Be Secure Email.

NOTE: Prior approval must be obtained in writing from the Department for use of other than secure email medium for data transmission.

Application should be made to:
John Crotty, RISE Coordinator
Revenue Accounting and Local Government
Mail Stop 1-3628
Florida Department of Revenue
5050 W Tennessee Street
Tallahassee FL 32399-0136

Defined area and/or boundaries for data: List all applicable ZIP code(s), and/or county code(s).

Authorized signature: _____ Date: _____



RISE Attachment B for Level-two Agreement

1. General Information:

- A. All numeric fields are in unpacked format, preceded with zeroes, right justified and zero-filled when not used.
- B. All alphanumeric fields are to be left justified and space-filled when not used.
- C. The attached Magnetic Media Transmittal should be completed and returned with the CD ROM or diskette.
- D. It will be the policy of the Florida Department of Revenue to erase all data from the magnetic media prior to returning, unless requested.

RISE Participant's File Description as of July 2004

Position	Field Name	Length of Field
1 – 80	Mailing Name	80 characters.
81 – 81	delimiter	1 character.
82 – 121	Mailing Address	40 characters.
122 – 122	delimiter	1 character.
123 – 148	Mailing City Name	26 characters.
149 – 149	delimiter	1 character.
150 – 151	Mailing State Name	2 characters.
152 – 152	delimiter	1 character.
153 – 161	Mailing ZIP Code	9 numbers.
162 – 162	delimiter	1 character.
163 – 172	Mailing Phone Number	10 numbers.
173 – 173	delimiter	1 character.
174 – 253	Business Location Name	80 characters.
254 – 254	delimiter	1 character.
255 – 294	Business Location Address	40 characters.
295 – 295	delimiter	1 character.
296 – 321	Business Location City	26 characters.
322 – 322	delimiter	1 character.
323 – 324	Business Location State	2 characters.
325 – 325	delimiter	1 character.
326 – 334	Business Location ZIP Code	9 numbers.
335 – 335	delimiter	1 character.
336 – 345	Business Location Phone Number	10 numbers.
346 – 346	delimiter	1 character.
347 – 355	FEI or SSN Numbers	9 numbers.
356 – 356	delimiter	1 character.
357 – 357	FEI - SSN Indicator	1 number.
	1 = Federal Employer Identification.	
	2 = Social Security Number.	
358 – 358	delimiter	1 character.
359 – 362	Standard Industry Code (SIC)	4 numbers.
363 – 363	delimiter	1 character.
364 – 368	NAICS Code (new standard to replace SIC code)	5 numbers.
369 – 369	delimiter	1 character.
370 – 371	County Code	2 numbers.
372 – 372	delimiter	1 character.
373 – 374	Kind Code (state business description)	2 numbers.
375 – 375	delimiter	1 character.
376 – 388	Sales Tax SAP Certificate Number (Total 13 numbers).	
	Note: Exist no matter if account created before or after March 2004.	
	County Code	2 numbers.
	Value 8 (8 means it is a SAP certificate number)	1 numbers.
	Contract Object	9 numbers.
	Check Digit	1 number.
389 – 389	delimiter	1 character.
390 – 402	Old Sales Tax Certificate Number (Total 13 numbers).	
	Note: Only exist if created before March 2004; otherwise all zeros.	
	County Code	2 numbers.
	City Code	2 numbers.
	Account Number	6 numbers.
	Kind Code	2 numbers.
	Check Digit	1 number.
403 – 403	delimiter	1 character.
404 - 411	Business Open Date (CCYYMMDD Format)	8 numbers.
	Note: Date business registered with the State of Florida.	
412 – 412	delimiter	1 character.
413 – 432	Blank Spaces (for RISE participant's use)	20 characters.
433 – 433	End-of-File-Marker	Number Zero.

Delimiter is the ^ character (located above the number six key on a standard PC-KeyBoard).



**RISE Attachment C for Level-two Agreement
Registration Information Sharing and Exchange (RISE) Program
Participant Certification for Access to Confidential State Tax Information**

I hereby certify that I have read and understand the following:

1. Section 213.053, F.S., makes state tax information in the possession of the Department confidential except for official tax administration purposes.
2. Violation of confidentiality requirements found in s. 213.053(2), F.S., is a first-degree misdemeanor, punishable, as stated in ss. 775.082 and 775.083, F.S.
3. When in receipt of state tax information from the Department, RISE participants and their authorized employees, and certified public accountants contracted pursuant to ss. 125.0104 and 212.0305, F.S., are subject to the same requirements of confidentiality and the same penalties for violation of those requirements as the Department.
4. No federal tax information will be made available.
5. Confidential state tax information must be kept under lock and key when not being used.
6. State tax information may be used for official tax administration purposes only.
7. When no longer needed, this information will be returned to the department, or destroyed according to the agreement.
8. Only authorized employees of the RISE participant listed on the attached sheet, or any certified public accountant contracted pursuant to ss. 125.0104 or 212.0305, F.S., with an official need and use, will be allowed to request, receive, and review state tax information.

(Signer of RISE Agreement)

(Title of Signer)

(Printed Name of Signer)

(Date)

As an authorized employee of the RISE Participant, I hereby certify that I am familiar with the confidentiality requirements of s. 213.053, F. S., and aware of the criminal penalties for the unauthorized disclosure of state tax information punishable as stated in ss. 775.082 and 775.083, F. S. I understand that state tax information received from the Department may be used by listed staff of the Government Entity and for official tax administration purposes only.

Name (Print or Type)	Official Title	Signature	Date
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets if necessary)