



ELECTRONIC LIEN AND TITLE (ELT) PROGRAM
MEMORANDUM OF AGREEMENT
THIRD PARTY PROVIDER

This agreement is between the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the "Department," and _____, whose mailing address is _____, hereinafter referred to as the "Third Party Provider."

PURPOSE

The purpose of this agreement is to establish the parameters for the use of the Department's Electronic Lien and Title Program, hereinafter referred to as "ELT," by the Third Party Provider and the Department. Both parties agree that the successful outcome of this project is of economic benefit to both parties and therefore agree to be bound by the terms and conditions set forth herein. This agreement includes and incorporates all terms, conditions and definitions made between the Department and the Third Party Provider.

The ELT program secures liens within Florida electronically and allows electronic lien participants to maintain the electronic liens from their designated facility through an ELT Third Party Provider pursuant to Chapters 319, Chapter 320 and Chapter 328, Florida Statutes.

RESPONSIBILITIES

The ELT Third Party Provider/Lienholder's responsibilities are to:

- a. Ensure that appropriate title documents required by the Department for title transactions are utilized.
- b. Enter title documents into the Department's computer system and ensure the transactions are processed according to the Department's established standards, as outlined in the DHSMV Motor Vehicles Procedures Manual, which is on the Department website at: <http://www3.flhsmv.gov/dmv/Proc/>.
- c. Ensure an electronic notification will be sent to the lienholder instead of issuing a paper title certificate. The change from electronic title to paper will occur only upon request when the title is ready to be issued.

The ELT Third Party Provider will:

- a. Provide software and record management services to meet the ELT program needs.
- b. Process the lien information for the ELT program.
- c. Receive electronic title and lien notifications from the Department, where the transactions will be matched and records maintained.
- d. Forward lien satisfactions from the Lienholder to the Department and receive an electronic confirmation from the Department.
- e. Provide ELT program reporting services for the Lienholder.
- f. Maintain information on the Lienholder's type of financial institution and their Federal/State Charter/License documentation if applicable.
- g. Maintain the Department required original form HSMV 82150 "Application and Notice of Interest – Electronic Lien and Title Process" signed by the Lienholder and the Third Party Provider in order to participate in the ELT program, along with any submitted documentation. These documents are to be made available to the Department upon request or audit.

The transmission of on-line file transfer to the Third Party Provider by the Department and to the Department by the Third Party Provider will be accomplished by utilizing Secure File Transfer Protocol (SFTP) in a format designated by the Department.

The Third Party Provider agrees to participate in structure testing as established by the Department. Further, it is expressly understood that ELT participation is subject to passing the structure test and no ELT transactions will be accepted until the Department advises the Third Party Provider in writing that all requirements have been satisfied.

This agreement shall become effective on the date of execution and shall continue in force for five (5) years unless modified, amended or terminated in writing. This agreement may be renewed if agreed upon in writing by both Parties for a period of up to five (5) years. No oral understanding or agreement not incorporated herein shall be binding on either party.

This agreement is subject to the right of either party to terminate the agreement at any time without cause by giving the other party at least thirty (30) calendar days prior written notice of such termination. Notice is effective from the date served in person, electronically or five (5) days from the date of mailing of such notice. Termination initiated by the Department will be directed to the attention of the Third Party Provider entity notated in paragraph one (1) of this agreement. Termination initiated by the Third Party Provider must be directed to the attention of the:

Bureau Chief - Bureau of Issuance Oversight
Neil Kirkman Building, Rm. A338
2900 Apalachee Parkway, MS 68
Tallahassee, Florida 32399-0500

This agreement is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any and all terms or provisions of this agreement in any manner. The Department will advise the Third Party Provider of any such actions taken by the Florida Legislature as soon as possible, but lack of notification by the Department does not negate the legal requirement to comply with all applicable provisions of law. The Third Party Provider must and the Department may immediately terminate this agreement if it decides not to comply with the modifications or amendments to this agreement.

This agreement is not assignable by the Third Party Provider, either in whole or in part, without the written consent of the Department.

The Third Party Provider agrees that this agreement is subject to Section 119.0712(2), Florida Statutes, and the Federal Driver's Privacy Protection Act (18 U. S. C. § 2721 et seq.), including any amendments thereto effective after the execution of this agreement. The Third Party Provider further agrees that all personal information governed by these statutes disclosed to the Third Party Provider under this agreement will be used or re-disclosed by the Third Party Provider only as permitted by these statutes. Any use or re-disclosure of such personal information by the Third Party Provider except as permitted by these statutes will result in the Department terminating this agreement. Furthermore, the Third Party Provider will fully indemnify and hold harmless the Department, its officers and employees for any damage or loss resulting from the Third Party Provider's unauthorized use or re-disclosure. Notwithstanding any other time limits herein, the Department may terminate this agreement for such unauthorized use or disclosure by written notice to the Third Party Provider, such notice to be effective upon the date served in person, electronically or five (5) days from the date of mailing of such notice.

The Third Party Provider, by executing this document, agrees to be bound by all of the terms and provisions of agreements executed by each of their clients and the Department. Further, they agree to be bound by all amendments/modifications to such agreements.

The Third Party Provider agrees to post a \$100,000.00 surety bond; or in lieu of a surety bond, a \$100,000.00 irrevocable letter of credit for all activities in Florida under the ELT program as outlined herein and the Department must be named as an insured under such surety bond or Beneficiary in the irrevocable letter of credit. If an irrevocable letter of credit is used in lieu of a surety bond, it must be issued by a bank authorized by the Florida Department of Financial Services to do business in the State of Florida as a bank. The bonding company, as surety or bank issuing the irrevocable letter of credit, must indemnify the Department as obligee or beneficiary for any loss or damages it may sustain by reason of failure or default on the part of the Third Party Provider as principal to adhere to the provisions of this Memorandum of Agreement. If this Memorandum of Agreement is terminated by the Third Party Provider or the Department, the \$100,000.00 surety bond or irrevocable letter of credit must remain in effect for one year after cessation of business activities to cover any loss or damages that may arise.

The Third Party Provider is solely responsible for all costs incurred by the Third Party Provider to participate in the ELT program. This includes set-up fees associated with banking and payment processing that is required to do business with the Department and all costs associated with setting up new accounts and/or modifying existing accounts.

The Department will assign each Third Party Provider a unique identifier. Every day, Monday through Sunday, the Third Party Provider will:

- a. Log on to a secure bank site and view a sequentially numbered report showing the fee amount owed for the previous days requests to convert an electronic title to a paper certificate of title which includes any future fee requirements.
- b. Process and authorize a debit from their bank account for the total amount due daily. This debit will be deposited into the Department's "Department of Financial Services Treasury" account.

Except to the extent the Department or its officers, employees or agents are liable under Section 768.28, Florida Statutes, the Third Party Provider agrees to indemnify and hold harmless the Department and its officers, employees and agents from any and all claims, actions, damages or losses which may be brought or alleged against the Department, its employees or agents for unauthorized disclosure of information, error or omissions, or delays, or from equipment, software or communication failures, except such failure due to force majeure arising from the activities performed as described in this agreement.

The Department shall not be liable for any error or transmission of inaccurate information by the Third Party Provider or any Third Party Vendor of the Third Party Provider resulting in erroneous release or satisfaction of lien by the Department. The Third Party Provider agrees to indemnify and hold harmless the Department, its officers, employees and agents for any damage or loss, if any, sustained by the Department or any other party due to such error or transmission.

The Department shall enforce compliance with the requirements of the ELT program and will revoke the ability to use the system for any violation of these rules or for any action that jeopardizes the integrity of the system. The following are prohibited and may result in the termination of an ELT Third Party Provider:

- a. Providing access to the ELT program to a client or person not authorized by the Department,
- b. Willful misrepresentation of ELT policies, procedures, contractual terms or other titling procedures,
- c. Using Department information for reasons other than the intent of the authorized ELT program,
- d. Failure to correct errors or clear pending transactions as required by the Department,
- e. Failure to comply with Department procedures and rules,
- f. Unauthorized access of data by users,
- g. Failure to remain in good standing with governing entities in terms of conduct and performance, including lapse or sanction of any state or local authorization or license,

- h. Entering any false information into the ELT program; and,
- i. Any violation of Chapter 319, Chapter 320 or Chapter 328, Florida Statutes.

This agreement is entered into in the State of Florida and is governed by the provisions of the laws of the State of Florida.

In witness whereof, the undersigned have executed this agreement by their authorized officials as of the date last written below.

Company: _____ _____ (Signature) By: _____ (Type/Print) Title: _____ (Type/Print) Date: _____ FEIN # _____ Email: _____ Mailing Address: _____ _____ _____ _____ Telephone #: _____	Florida Department of Highway Safety and Motor Vehicles _____ (Signature) By: _____ (Type/Print) Title: Chief, Bureau of Purchasing & Contracts Date: _____ Mailing Address: Bureau Chief Division of Motorist Services Bureau of Issuance Oversight Neil Kirkman Building, Rm. A338 2900 Apalachee Parkway, MS 68 Tallahassee, Florida 32399-0500 Telephone #: (850) 617-3001
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This agreement has been approved by the Office of the General Counsel, Department of Highway Safety and Motor Vehicles as to form and legality, subject only to full and proper execution by the parties.

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
VENDOR REQUEST FOR SOFTWARE DEVELOPMENT
STATEMENT OF WORK**

Date:	
Description of Services: Provide system testing for acceptance of ELT vendor processing. The system test will be conducted over a two-week period. This test will include the following: <ol style="list-style-type: none">1. Sending and receiving files.2. The re-send process for unconfirmed files.3. Confirmation of bank files and data files.4. Processing of all ELT transactions (LP, LS, etc.) Please see structure test document for more details.	
Estimated Hours: 50	
Cost: Estimated hours x \$53.83 = \$2,691.50	
Please send a check and this form with signature to: <div style="text-align: center; padding: 10px 0 10px 40px;">Department of Highway Safety and Motor Vehicles Attention: BIO Bureau Chief 2900 Apalachee Parkway, Rm. A338, MS 68 Tallahassee, Florida 32399</div>	
After the payment is received, the work will be scheduled. There is no reimbursement if the vendor cancels the project.	
Vendor Approval	
Vendor Name:	Telephone#:
Vendor Signature:	
Date Approved:	