

**MEMORANDUM OF AGREEMENT FOR
LIMITED COUNTY ACCESS TO FLORIDA SYSTEM DATA**

This Memorandum of Agreement for Limited County Access to Florida Online Recipient Integrated Data Access (FLORIDA) System data (hereinafter "MOA") is entered into between the Florida Department of Children and Families, Office of Economic Self-Sufficiency (the Department) and _____ County (the County).

WHEREAS, the Department maintains certain information in the FLORIDA System regarding applicants for and recipients of Medicaid Services;

WHEREAS, in 2012, House Bill 5301 mandated that the Department and the Agency for Health Care Administration (AHCA) work together to assist counties in processing Medicaid invoices sent to the counties for payment of the county share as required by section 409.915, Florida Statute, which states that Florida counties will pay a portion of the state Medicaid expenditures;

WHEREAS, the County needs to access limited data on the FLORIDA System to confirm recipients of Medicaid Services were residents of the County when services were rendered for payment purposes; and

WHEREAS, as part of the effort to assist counties with this issue, the Department is willing to provide designated County employees limited access to the address data in the FLORIDA System for such purposes, provided that the County complies with certain security and confidentiality requirements.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The foregoing recitations are true and incorporated into the terms of this MOA by reference.
2. Conditioned on the County's compliance with the terms of the "County Use and Security Requirements" ("Exhibit A") to this MOA and the terms below, the Department will grant authorized County employee's limited access to the FLORIDA System to verify Medicaid recipient addresses. Authorized County employees will be provided "view only" access to the screens shown in "Exhibit B" to this MOA (hereinafter the "limited FLORIDA data"). The Department will have sole discretion to determine the means of access and the manner of display of the limited FLORIDA data.
3. The County hereby agrees to comply with the terms of Exhibit A and will access the limited FLORIDA data exclusively for purposes of verifying Medicaid recipient addresses for payment of the County's portion of state Medicaid expenditures and will not utilize nor permit any person to utilize the limited FLORIDA data for any other purpose. Any County record of the limited FLORIDA data shall be maintained and used only in accordance with the terms of this MOA; however, the foregoing does not limit the right of the parties to enter into subsequent agreements or seek court or administrative orders authorizing the use of these records in judicial or administrative proceedings.
4. The Department will provide appropriate and timely training and support to the County, including its employees, with regard to FLORIDA System access.
5. Prior to granting access to the FLORIDA System to individual users at the County level, the following must be accomplished:

- a. The Department must be in receipt of a signed MOA with the appropriate County entity.
 - b. The Department must be in receipt of a "FLORIDA Individual Security Information Form" ("Exhibit C") for each user requesting access to the FLORIDA System.
 - c. The Department must be in receipt of a signed CF 114 "Security Agreement Form" (Exhibit D). This form should accompany Exhibit C.
 - d. Individual users must have received confirmation from the Department's FLORIDA Application Data Security Administrator that access has been granted and received a user ID and an initial password.
 - e. Individual users must have completed FLORIDA System access training.
 - f. Individual users must have completed the required initial Department online security training, and have printed out their completion certificate for their local personnel file. A copy of the security-training certificate should accompany Exhibit C. This training is required annually after completion of the initial training, maintained in the personnel file and provided to the Department upon request.
6. The County shall safeguard and maintain the confidentiality of all information provided to or accessed by the County employees pursuant to this MOA in accordance with applicable Florida and federal laws, rules, and regulations, the Health Insurance Portability and Accountability Act (HIPAA) and information security and privacy laws regarding Personal Identifiable Information including section 501.171, Florida Statutes.
 7. The County agrees to provide a signed "Department of Children and Families Annual Affirmation Statement" ("Exhibit E") to the Department on or before the anniversary date of this MOA. The initial signed Exhibit E must be submitted to the Department with the County signed MOA.
 8. To the extent permitted by law, including section 768.28, Florida Statutes, and without waiving the limits of sovereign immunity, the County shall indemnify the Department, its officers, employees and agents from any suits, actions, damages, claims and costs of every name and description, including attorneys' fees, relating to access to or use of the limited FLORIDA data by the County, its officers, employees or agents; provided, however, that this indemnity shall not include that portion of any loss or damages proximately caused by an act or omission of the Department, its officers, employees or agents.
 9. This MOA executed and entered into in the State of Florida, shall be construed, performed and enforced in all respects in accordance with Florida law and venue shall be in Leon County, Florida.
 10. There are no provisions, terms, conditions, or obligations other than those contained herein, and this MOA shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
 11. If any term or provision of this MOA is legally determined unlawful or unenforceable, the remainder of the MOA shall remain in full force and effect and such term or provision shall be stricken.
 12. Modifications of provisions of this MOA shall be valid only when they have been reduced to writing and duly executed by the duly authorized officials of both parties. Changes to the Agreement Coordinators may be completed by written notification that is acknowledged by the other Party.

13. To the extent that the _____ County Clerk of the Circuit Court acts as the County's agent or administrator for purpose of Medicaid payments to recipients, the term "County" as used in this MOA shall include the Clerk of the Circuit Court, provided that this MOA is also executed by the Clerk of the Circuit Court as provided below.
14. This MOA shall commence the last day executed by all parties and shall continue until June 30, 2023, provided, however, that the confidentiality requirements regarding the limited FLORIDA data shall survive the expiration or termination of this MOA. This MOA may be terminated by either party without cause upon 30 days written notice. This MOA may be terminated by either party for cause upon no less than 24 hours written notice. The Department may administratively suspend access to the FLORIDA System at any time the Department has reason to believe that the County is not in full compliance with the provisions of this MOA.
15. This MOA may be renewed once for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. To be eligible for renewal, the Exhibit E, Annual Affirmation Statement, must be completed and signed. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory contract monitoring as determined by the Department. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial Agreement including any amendments.
16. Designation of Agreement Coordinators:
- | | |
|--|---|
| <p>County contact/coordinator:</p> <p><u>Name -</u></p> <p><u>Title -</u></p> <p><u>Organization</u></p> <p><u>Mailing Address (city, state, ZIP)</u></p> <p><u>Phone -</u></p> <p><u>Email -</u></p> | <p>Department contact/coordinator:</p> <p>Janice D. Johnson</p> <p>Contract Manager</p> <p>Florida Department of Children and Families</p> <p>Economic Self-Sufficiency Program Office</p> <p>1317 Winewood Blvd., Bldg. 3, Room 461</p> <p>Tallahassee, FL 32399-0700</p> <p>(850) 717-4110</p> <p><u>JD.Johnson@myflfamilies.com</u></p> |
|--|---|
- Clerk of Circuit Court contact/coordinator (of applicable):**
- Name -
- Title -
- Organization
- Mailing Address (city, state, ZIP)
- Phone -
- Email -
17. Attachments:
- Exhibit A – County Use and Security Requirements
 - Exhibit B – FLORIDA System screen shots
 - Exhibit C – FLORIDA Individual Security Information Form
 - Exhibit D – CF 114 Security Agreement Form
 - Exhibit E – Department of Children and Families Annual Affirmation Statement

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their undersigned officials as duly authorized.

**COUNTY BOARD
OF COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES**

Chairman's Signature Date

Director's Signature Date
Economic Self-Sufficiency

COUNTY CLERK OF CIRCUIT COURT (as needed)

Signature Date

EXHIBIT A – COUNTY USE AND SECURITY REQUIREMENTS

The County agrees to comply with the following use and security requirements:

1. That the information obtained from the Department's system pursuant to the MOA (hereinafter "the limited FLORIDA data") is confidential in nature and protected from disclosure by State and Federal Law.
2. To restrict the transmission of the limited FLORIDA data using secure file transfer protocols to County personnel who have a verifiable need to know in the performance of their official duties for the purposes stated in Section 3. of the MOA and that the limited FLORIDA data will be used and disclosed only for such purposes.
3. To maintain a listing of County personnel granted on-line access privileges to the Department's system pursuant to this MOA and, upon request, make such information available to the Department. At a minimum, the list will include the user's first and last name, User Identification (USERID), date access was granted/changed/deleted, dates of initial security training and annual awareness training. This information will be maintained for a period of five (5) years after access has been terminated or until administrative purposes have been served, whichever is longer.
4. To abide by IT Security Awareness training provided by the Department at <http://www.myflfamilies.com/about-us/dcf-training> or an equivalent security training provided to County employees. Initial and annual refresher IT Security Awareness training shall be documented. The Department reserves the right to review the County training for required elements.
5. To comply with State of Florida network security requirements specified in Chapter 74-2 of the Florida Administrative Code.
6. That the limited FLORIDA data may not be re-disclosed by the County or its personnel verbally, electronically or in any other form except as specifically authorized by law or regulation.
7. That the limited FLORIDA data shall be stored in a place physically secure from access by unauthorized persons and to safeguard access to the limited FLORIDA data in such a way that unauthorized persons cannot view, print, copy or retrieve the information by any means.
8. To instruct all personnel granted on-line access privileges to the Department's system or granted access to the limited FLORIDA data in the County's possession regarding the confidential nature of the information, the safeguards and requirements of this MOA and the provisions specified in Chapters 74-2 of the Florida Administrative Code, as well as Chapters 39, 119, 282.318, 501, 812, 815, 839 or 877, Florida Statutes, and all applicable federal requirements.
9. To adhere to the confidentiality requirements stated herein, and to fully and promptly report any infraction of these requirements to the respective contacts specified in #16 of the MOA.
10. To promptly notify the Department of any breach of security related to the limited FLORIDA data in its possession and to be responsible for full compliance with section 501.171, F.S., if applicable, in the event of a breach of security concerning confidential personal information in its possession received from one another, including but not limited to, providing notification to affected persons and to provide any such breach notification, if applicable, to the Department for prior review and approval of the contents of the notice.

Exhibit B: Limited FLORIDA Data Screens

FLORIDA AICI SCREEN: Case Information

CASE INFORMATION										
CASE:	CASELOAD:									
EFFECTIVE BEGIN DATE:	STATUS:									
SERVICE SITE:	ERROR PRONE PROFILE:									
CASE FILE LOCATION:	LOCATION DATE:			SUF NOTICE LANG LIVES IN HH						
	FIRST	MI LAST								
PIP:	_____									
HOUSEHOLD LIVING ADDRESS:										
	NUMBER	UNIT	DIR	STREET/RURAL ROUTE	SFX	DIR	APT			
	_____						PHONE:	_____		
	CITY:	STATE:			ZIP	CNTY:				
	_____						CELL:	_____		
IS MAILING ADDRESS SAME AS ABOVE? Y										
HOUSEHOLD MAILING ADDRESS:										
(IF DIFF FROM ABOVE)										
	CITY:			STATE:			ZIP:	DC:		
	_____						_____			
PIP MAILING ADDRESS: (IF										
NOT RESIDENT IN HOUSEHOLD)										
	CITY:						PHONE:			DC:
	_____						_____			_____
NEXT TRAN: _____ PARMS: _____										

FLORIDA AIPR SCREEN: Certification of Prior Residence Address

CERTIFICATION OF PRIOR RESIDENCE ADDRESS									
CASE:	PIN:								
EFFECTIVE BEGIN DATE:	STATUS:								
DC	NBR	FIRST			MI	LAST	SUF	SSN	
LAST LEGAL RESIDENCE:									
NUMBER	UNIT	DIR	STREET/RURAL ROUTE			SFX	DIR	APT	
_____	_____	_____	_____			_____	_____	_____	
CITY:						STATE:	ZIP:	CNTY:	
_____						_____	_____	_____	
CONTACT PERSON FOR VERIFICATION:									
NAME:	FIRST	MI LAST			SUF	RELATIONSHIP			
	_____	_____			_____	_____			
ADDRESS:									
NUMBER	UNIT	DIR	STREET/RURAL ROUTE			SFX	DIR	APT	
_____	_____	_____	_____			_____	_____	_____	
CITY:						STATE:	ZIP:	PHONE:	
_____						_____	_____	_____	
NEXT TRAN: _____ PARMS: _____									

Exhibit C: FLORIDA Individual Security Form



FLORIDA INDIVIDUAL SECURITY INFORMATION FORM

Identifying Information:

1. _____ 2. _____ 3. _____ 4. Mr. MS. MRS.
Last Name First Name MI (Circle One)

5. Social Security Number: _____ 6. Position Title: _____ 7. UCB: Yes _____ No _____

8. Agency/Business: _____ 9. Contracted with: _____ 10. Access to Federal Tax Information YES _____ NO _____

10a. Access to SAVE YES _____ NO _____ 10b. Access to AMS YES _____ NO _____ 10c. AMS ROLE _____

User ID(s) Updates:

Action Required: A = ADD C = CHANGE S = SUSPEND D = DELETE R = RESTORE

Action Required	User ID	Worker Type	Security Profile Name	Security Level	Profile Begin Date	Profile End Date
11. _____	12. _____	13. _____	14. _____	15. _____	16. _____	17. _____
_____	_____	_____	_____	_____	_____	_____

Site Information:

18. District/CSE Region: _____ 19. Service-Site County No.: _____ 20. Service-Site Location No.: _____

21. Suncom # _____ 22. Area Code & Phone #: _____ 23. User E-Mail address _____

FLORIDA Administrative Structure:

24. Administrative Unit Assigned: _____ 25. Supervisory Unit Assigned: _____ 26. Primary Unit Supervisor's ID: _____

27. Caseload Number: _____ 28. Supervisors Name: _____ 29. Phone #: _____

30. Justification/Comments _____

? The employee has completed the DCF Security Awareness Training (100W) and the DCF Security Awareness Recertification Training (100BW)

? The employee has viewed UNAX

31. _____ 32. _____
Signature of Requester DATE Signature of Administrator or Next Level Supervisor DATE

33. _____ 34. _____
Signature of District/Region Security Officer DATE Signature of HQTR Security Officer DATE

35. _____
Signature of OPA/Program Administrator DATE

CF 113, May 02 (Obsoletes CF113 of Oct96 which may not be used) (Stock Number: 5740-000-0113-8)

Last Updated: August 17, 2010

Exhibit D: Security Agreement Form



SECURITY AGREEMENT FORM

Clear

The Department of Children and Families has authorized you:

Employee's or Other System User's Name/Organization

to have access to sensitive data using computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's Standards of Conduct. In addition to departmental discipline, committing computer crimes may result in Federal or State felony criminal charges.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook.

By my signature below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- The Computer Related Crimes Act, Chapter 815, F.S.
- Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
- 6103(I)(7) of the Internal Revenue Code, which provides confidentiality and disclosure of returns and return information.
- CFOP 50-2.
- It is the policy of the Department of Children and Families that no contract employee shall have access to IRS tax information or FDLE information, unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
- It is the policy of the Department of Children and Families that I do not disclose personal passwords.
- It is the policy of the Department of Children and Families that I do not obtain information for my own or another person's personal use.
- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my duties. I shall maintain the integrity of all confidential and sensitive information accessed.
- "Casual viewing" of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, constitutes misuse of access and is not acceptable.
- The Department of Children and Families will perform regular database queries to identify misuse of access.
- Chapter 119.0712, Florida Statutes, and the Driver Privacy Protection Act (DPPA).

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is requested, however, pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee or Other System User Name

Signature of Employee or Other System User

Date

Print Supervisor Name

Signature of Supervisor

Date

Exhibit E: Annual Affirmation Statement



Department of Children and Families Annual Affirmation Statement



Agreement ID: _____

Date: _____

In accordance with Section 7, of the Memorandum of Agreement between the Department of Children and Families and _____ County (County), the County hereby affirms that the County has evaluated and has adequate controls in place to protect the data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the Memorandum of Agreement.

Signature

Printed Name

Title

Date

Name of County / Agency