



State of Florida  
Department of Children and Families

Rick Scott  
Governor

David E. Wilkins  
Secretary

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

This Memorandum of Agreement for Limited County Access to FLORIDA System data (hereinafter "MOA") is entered into between the Florida Department of Children and Families (the Department) and Nassau County (the County).

WHEREAS, the Department maintains certain information in its Florida Online Recipient Integrated Data Access (FLORIDA) System regarding applicants seeking to qualify for Medicaid Services;

WHEREAS, the County needs to access limited data on the FLORIDA System to confirm limited information regarding recipients of Medicaid Services within the County for payment purposes; and

WHEREAS, the Department is willing to provide the County with limited access to the data in the FLORIDA System for such purposes, provided that the County complies with certain security 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 "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 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(ies).

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

- 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 DCF CF 114 "Security Agreement Form" (Exhibit D). This form should accompany Exhibit C.
  - d. Individual users must have received confirmation from the FLORIDA Application Data Security Administrator that access has been granted and received a user ID and an initial password.
  - e. Individual users have completed FLORIDA System access training.
  - f. Individual users shall 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.
6. This MOA shall commence the last day executed by all parties and shall continue for a period of five years, 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.
  7. 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.
  8. 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.
  9. 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.
  10. 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.
  11. 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.
  12. To the extent that the Nassau 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.

13. The parties contact coordinators for the administration of this MOA are:

County contact/coordinator:

Name - Margie Drawdy  
Title - Billing Supervisor  
Organization Nassau County Board of  
County Commissioners  
Mailing Address (city, state, ZIP)  
96135 Nassau Place, Suite 2  
Yulee, FL 32097-8635  
Phone - (904)491-7373  
Email - mdrawdy@nassaucountyfl.com

Department contact/coordinator:

Janice D. Johnson  
Government Operations Consultant II  
Florida Department of Children and Families  
Economic Self-Sufficiency Program Office  
1317 Winewood Boulevard, 3  
Tallahassee, FL 32399-0700  
  
(850) 717-4110  
JD\_Johnson@dcf.state.fl.us

Clerk of Circuit Court contact/coordinator:

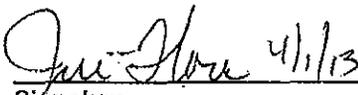
Name -  
Title -  
Organization  
Mailing Address (city, state, ZIP)  
Phone -  
Email -

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

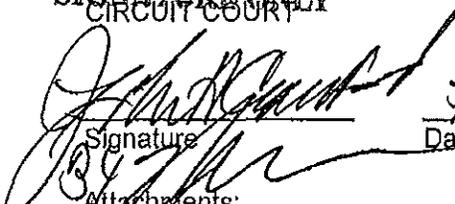
NASSAU COUNTY BOARD  
OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Chairman's Signature                      3-11-13                      Date  
Daniel B. Leeper, Chairman

FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES

  
\_\_\_\_\_  
Signature    4/1/13    Date  
Jeri Flora  
Director, Economic Self Sufficiency  
Program

**ATTEST AS TO CHAIRMAN'S  
SIGNATURE ONLY**  
NASSAU COUNTY CLERK OF  
CIRCUIT COURT

  
\_\_\_\_\_  
Signature    3/12/13    Date

Attachments:

- Exhibit A - Use and Security Requirements
- Exhibit B - FLORIDA System screen shots
- Exhibit C - FLORIDA Individual Security Information form
- Exhibit D - DCF CF 114 Security Agreement Form

## 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.
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 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.dcf.state.fl.us/admin/training.shtml> or an equivalent security training provided to court IT security officers. Initial and annual refresher IT Security Awareness training shall be documented.
5. To comply with State of Florida network security requirements specified in Florida Administrative Code 60DD-2.006, Network Security.
6. That the limited FLORIDA data may not be re-disclosed by the County or its personnel verbally, electronically or in any other forms except as specifically authorized by law or regulation and in compliance with 42 C.F.R., Subpart F.
7. That any the limited FLORIDA data will be used only for the purposes stated in Section 3 of the MOA and may be disclosed only for such purposes.
8. That the limited FLORIDA data shall be stored in a place physically secure from access by unauthorized persons.
9. 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.
10. 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 of Chapters 71A-1 and 71A-2, Florida Administrative Code as well as Chapters 119, 812, 815, 817, 839 or 877, Florida Statutes, or similar state and federal requirements.
11. 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 Section 10 of the MOA.

12. 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 817.5681, 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.
13. 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

S1 - esstp - FSS and printer - BlueZone Mainframe Display			
File Edit Session Options Transfer View Macro Script Help			
[Icons]			
FILE:	CASE INFORMATION	05/08/2012 16:51	
DATE:	CASELOAD:	P50424 D GILBERT	
EFFECTIVE BEGIN DATE:	02/07/2012	STATUS: OPEN	
SERVICE SITE:	06803	EDITOR PROFILE: 11 16 00	
CASE FILE LOCATION:	1W	LOCATION DATE:	02072012
PIP:	FIRST	HI LAST	SUP NOTICE LONG LIVES IN HI
			Y
HOUSEHOLD LIVING ADDRESS:			
NUMBER UNIT DIR STREET/ROAD ROUTE SFX DIR APT			
CITY:			PHONE:
STATE:		ZIP:	CITY:
CELL:			
IS MAILING ADDRESS SAME AS ABOVE? Y			
HOUSEHOLD MAILING ADDRESS:			
(IF DIFF FROM ABOVE)			
CITY:			DC:
STATE:		ZIP:	
PIP MAILING ADDRESS: (IF NOT RESIDENT IN HOUSEHOLD)			
CITY:			PHONE:
STATE:		ZIP:	DC:
NEWY TRAM: PARRIS:			
CLRC		PA Letters	
Data Exchange		QA Navigation	
WebAppAtc		Intake Specialist	
F5 Denial Date			
SI	Ready	205.176.250.66	FLAS4584
		16:51:58 5/8/2012	NUM
		00:01:51	23.0

"EXHIBIT B"  
Limited FLORIDA Data

S1 - esstp - ESS and printer - BlueZone Mainframe Display											
File Edit Session Options Transfer View Macro Script Help											
ALPH					CERTIFICATION OF PRIOR RESIDENCE ADDRESS					05/00/2012 17:02	
COSE:					PIN:					P50424 B GILBERT	
EFFECTIVE BEGIN DATE: 03/26/2012					STATUS: OPEN						
DC	MDR	FIRST	MI	LAST	SUF	SSR					
1											
LAST LEGAL RESIDENCE:											
NUMBER	UNIT	DIR	STREET/RURAL ROUTE			SFX	DTA	API			
CITY: I					STATE:		ZIP:		PHONE:		
									CITY: --		
CONTACT PERSON FOR VERIFICATION:											
NAME: FIRST					MI LAST					SUF RELATIONSHIP	
ADDRESS:											
NUMBER	UNIT	DIR	STREET/RURAL ROUTE			SFX	DTA	API			
CITY:					STATE:		ZIP:		PHONE:		
NEXT TRIM: <input type="checkbox"/> PAGES: _____											
CLRC			PA Letters				QA Navigation				
Data Exchange			WebAppAcc			Intake Specialist		FS Denial Data			
S1	Ready	205.176.250.66	FLAS4584	17:02:10	5/8/2012	NUM	00:12:03	23:05			

