

Barsell, Deb

From: Arnold, Bradley
Sent: Monday, May 14, 2012 3:58 PM
To: Bisner, Art; Deb Barsell (Deb.Barsell@sumtercountyfl.gov)
Subject: FW: FROM DCF: MOU / Use and Security Requirements
Attachments: DCF County MOU template_letterhead_5-9-12.doc; DCF Exhibit A _ Use and Security Requirements.pdf

From: Valerie Rogers [<mailto:vrogers@fl-counties.com>]
Sent: Monday, May 14, 2012 3:12 PM
To: Chris Holley; Ginger Delegal; Cragin Mosteller; John W. Smith; Heather Wildermuth
Cc: Gail Ricks; Tracy Kusmierz
Subject: FROM DCF: MOU / Use and Security Requirements

Good Afternoon County Administrators,
Per the request of the Department of Children and Families, please see the email below regarding the MOU that was discussed on the conference call last Friday. The Memorandum of Agreement and the Use and Security Requirements are attached and can be found on our website at www.FACMedicaid.com. Should you have any questions or need additional information, Mr. Belrose's contact information is below.

Attached please find the MOU that will need to be executed by each appropriate county office that wishes access to the Department's FLORIDA system to verify client addresses for Medicaid billing purposes. I have also included Exhibit A which is a general discussion of our security requirements. Several of the participants on Friday's conference call with FCA, AHCA and DCF requested that the basic MOU without all the attachments be sent to them as soon as possible so that they could get it on the agenda for this week's BOCC meetings. The general plan seemed to be that they would get permission from the BOCC to delegate the execution of the MOU to the appropriate administrative office in the county. Once this is accomplished a final MOU with all attachments will be sent for execution to the designated office. We will need to know the contact information for the specific officer/office designated so that we can communicate directly with them regarding implementation. The general calendar is that we would get the contact information this week, and get the MOU out via email as contacts are received. Once we receive the executed MOU and its attachments, we will need to assign user names and IDs to the designated persons who will have access to the system, and then conduct on-line training for the designated staff. Please include my contact information below in your email to the counties as the point of contact for questions and coordination of MOU execution.

(See attached file: County MOU template_letterhead_5-9-12.doc)(See attached file: Exhibit A _ Use and Security Requirements.pdf)

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Thank you,
Valerie

Valerie Rogers

Executive Assistant to the Executive Director

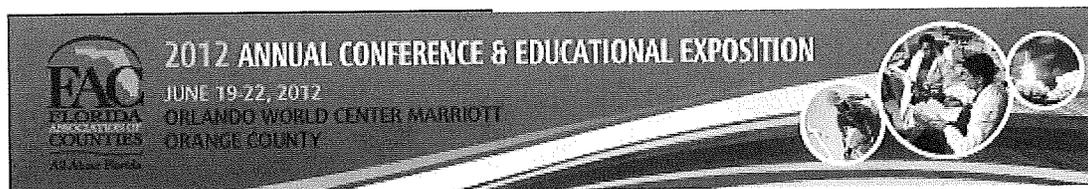
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**State of Florida
Department of Children and Families**

Rick Scott
Governor

David E. Wilkins
Secretary

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

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

WHEREAS, the Department maintains certain information in its Florida Online Recipient Integrated Data Access system (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 MOU by reference.
2. Conditioned on the County's compliance with the terms of "Exhibit A" to this MOU and the terms below, the Department will grant authorized County personnel limited access to the FLORIDA System to verify Medicaid recipient addresses. Authorized County personnel will be provided "view only" access to the screens shown in "Exhibit B" to this MOU (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 MOU.
4. The Department will provide appropriate and timely training and support to the county with regard to FLORIDA system access.

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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 MOU with the appropriate County entity(ies).
 - 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 form "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 access training.
 - f. Individuals 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. Term and termination. This MOU 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 MOU. This MOU may be terminated by either party without cause upon 30 days written notice. This MOU 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 MOU.
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.
8. This MOU 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 MOU shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
10. If any term or provision of this MOU is legally determined unlawful or unenforceable, the remainder of the MOU shall remain in full force and effect and such term or provision shall be stricken.
11. Modifications of provisions of this MOU shall be valid only when they have been reduced to writing and duly executed by the duly authorized officials of both parties.

EXHIBIT A - 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 MOU (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 MOU.
3. To maintain a listing of County personnel granted on-line access privileges to the Department's system pursuant to this MOU 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 MOU 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 MOU 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 MOU.
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.