



**MEMORANDUM OF AGREEMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES  
AND THE FLORIDA AGENCY FOR HEALTH CARE  
ADMINISTRATION**



This Memorandum of Agreement (“MOA”) is entered into by and between the Florida Department of Children and Families (“DCF”) and the Florida Agency for Health Care Administration (“AHCA”), pursuant to Florida Statutes.

WHEREAS, DCF is a State of Florida agency charged with the protection of children and other vulnerable citizens of the State of Florida; and

WHEREAS, AHCA is a State of Florida agency charged with maintaining and protecting confidential Medicaid, medical and prescription drug claims information critical to the care of children who are in the care and custody of the Department of Children and Families;

WHEREAS, data exchanged by the parties may be used or disclosed only in accordance with this MOA and state and federal law; and

WHEREAS, DCF and AHCA agree that this information may be shared to assist in the coordination of medical and behavioral health care for children enrolled in Medicaid who are also in the care and custody of DCF only if permitted by state and federal law.

NOW, THEREFORE, the parties agree to the following:

1. **Agreement to Provide Access.** DCF and AHCA mutually agree to share this information if permitted by state and federal law and develop a specific technical Medicaid Data Sharing Agreement that, among other things:

a. authorizes specified program areas within DCF, as well as contractors and subcontractors as deemed necessary by DCF, to access appropriate Medicaid eligibility, enrollment, medical and prescription drug information, which shall be provided by AHCA to DCF in accordance with state and federal law;

b. describes the permissible uses of the Medicaid information provided to DCF, the schedules for transmission, technical standards, and controls necessary to ensure that this information is protected and used appropriately so that the best interests of the children of Florida are served; and

c. provides procedures for DCF reporting of any use or disclosure of the data not provided for by this MOA, any requests received from individuals seeking access to or copies of the data specified in this MOA and any requests received from individuals seeking an accounting of disclosures of the data specified in this MOA.

The parties will mutually establish the detailed technical data sharing requirements and enter into the Medicaid Data Sharing Agreement within 90 days of the execution of this MOA.

2. **Justification of Access.** This MOA is authorized by law under section 1902(a)(7) of the Social Security Act. Section 1902(a)(7) of the Social Security Act mandates that a State Medicaid Plan provide safeguards that restrict the use or disclosure of information concerning applicants and recipients to purposes directly connected with the administration of the State Medicaid Plan.

3. **Permissible Uses and Disclosures of Data.** DCF shall not use or further disclose, transmit, copy, or disseminate the data specified in this MOA except as permitted by the Medicaid Data Sharing Agreement or as required by federal law.

a. DCF shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use or access to the data specified in this MOA. This also governs any electronic transmission of the data.

b. DCF shall not release or allow the release of the data specified in this MOA to any person or entities other than as permitted by the Medicaid Data Sharing Agreement.

c. DCF shall restrict disclosure of the data specified in this MOA to the minimum number of individuals who require the information in order to perform the functions of this MOA. DCF shall instruct its personnel and any organizations to whom the data is disclosed of all obligations under this MOA and shall require such personnel and organizations to maintain those obligations.

A violation of this section shall constitute a material breach of this MOA.

4. **Compliance by Others.** DCF shall ensure that any agents of DCF, including, but not limited to, a contractor or subcontractor, to whom DCF provides the data specified in this MOA agree to the same terms, conditions, and restrictions that apply to DCF with respect to the data.

5. **Accounting of Disclosures.** DCF shall document all disclosures of the data as needed for AHCA to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and shall provide AHCA with such documentation upon AHCA'S request.

6. **Incorporation of Amendments to the Data.** DCF shall incorporate any amendments to the data specified in the MOA when and as notified by AHCA.


7. **Penalties.** DCF acknowledges that failure to abide by the terms of this MOA may subject DCF to penalties for wrongful disclosure of protected health information under federal law. DCF shall inform all persons and organizations with authorized access to the data specified in this MOA of the penalties for wrongful disclosure of protected health information.

8. **Indemnification.** To the extent allowed by the Laws of Florida and Section 768.28, Florida Statutes, and without waiving the limits of sovereign immunity, each party hereby agrees to indemnify, defend, save, and hold harmless the other party from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission or commission of the party, its agents, or employees.

9. **Term of MOA.** This MOA shall be effective upon execution by both parties and shall remain in effect until December 31, 2015, unless terminated by one of the parties. This MOA may be terminated by either party upon material breach of this MOA upon no less than twenty-four (24) hours written notice, or without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The terms of this MOA may not be waived, altered, modified, or amended except by written agreement of both parties.

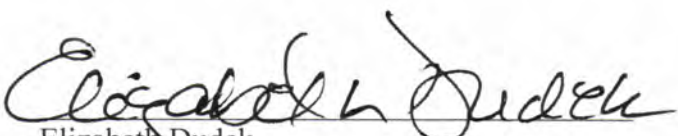
**SIGNATURE PAGE TO MEMORANDA OF AGREEMENT REGARDING DATA SHARING TO ASSIST IN THE COORDINATION OF MEDICAL AND BEHAVIORAL HEALTH CARE FOR CHILDREN ENROLLED IN MEDICAID WHO ARE ALSO IN THE CARE AND CUSTODY OF THE DEPARTMENT OF CHILDREN AND FAMILIES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Agreement on the dates stated below.

  
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David E. Wilkins

Secretary, Department of Children and Families

August 31, 2011

  
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Elizabeth Dudek

Secretary, Agency for Health Care Administration

August 31, 2011