

**MEMORANDUM OF AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE
AND THE FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION**

This Memorandum of Agreement ("MOA") is entered into by and between the Florida Department of Juvenile Justice ("the Department") and the Florida Agency for Health Care Administration ("Agency"), pursuant to Florida Statutes.

WHEREAS, the Department is a State of Florida agency charged with increasing public safety by reducing juvenile delinquency through effective prevention, intervention and treatment services that strengthen families and turn around the lives of troubled youth; and

WHEREAS, the Agency is a State of Florida agency charged with maintaining and protecting confidential Medicaid eligibility, enrollment, medical, behavioral health and prescription drug claims information critical to the care of children who are in the care and custody of the Department of Juvenile Justice.

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

WHEREAS, the Department and the Agency 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 the Department only if permitted by state and federal law.

NOW, THEREFORE, the parties agree to the following:

1. **Agreement to Provide Access.** The Department and the Agency mutually agree:

a. to share information through the accessibility of the Florida Medicaid Management Information System providing specific roles relating to OnBase, Learning Management System, and Interchange, if permitted by state and federal law;

b. the Department will authorize specified program areas within the Department, as well as contractors and subcontractors as deemed necessary by the Department and as approved by the Agency to have read-only access to appropriate Medicaid eligibility, enrollment, medical, behavioral health and prescription drug claim information;

c. the Department will authorize the Agency to receive demographic information for youth from the Department as it relates to eligibility and service coordination with Medicaid and which shall be provided by the Department to the Agency in accordance with state and federal law;

d. the Department shall report to the Agency any use or disclosure of the data not provided 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.

2. **Justification for 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.** The Department shall not use or disclose, transmit, copy or disseminate the data specified in this MOA except as permitted by this agreement and the Cooperative Agreement executed between the Agency and the Department for purposes of the Department's Medicaid Redirection Program, or as required by federal law.

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

b. The Department shall not release or allow the release of the data specified in this MOA to any person or entities other than as permitted by this MOA and the Cooperative Agreement.

c. The Department 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. The Department shall instruct its personnel and any organizations to which the data is disclosed of all obligations under this MOA and shall require such personnel and organizations to maintain those obligations.

d. The Department shall notify the Agency by certified mail, return receipt requested, or in person with any proof of delivery within seventy-two (72) hours of discovery of any use or disclosure of the data not provided for by this MOA of which the Department is aware.

e. The Department shall comply with the HITECH and HIPAA Privacy Rule and Security Rule (45 C.F.R. 160-164), and with the privacy breach reporting and notification procedures related to this MOA as said procedures are described in law and in the Cooperative Agreement.

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

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

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

The Department's custodians of records shall be responsible for the observance of all conditions of use and for the establishment and maintenance of safeguards to prevent unauthorized use. Either party shall notify the other in writing within fifteen (15) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, or via e-mail.

6. **Incorporation of Amendments to the Data.** The Department shall not use or further disclose, transmit, copy, or disseminate the data specified in this MOA except as permitted by this MOA or as required by federal law. The Department shall incorporate any amendments to data specified in the MOA within 30 days.

7. **Penalties.** The Department acknowledges that failure to abide by the terms of this MOA may subject the Department to payment of financial damages for wrongful disclosure of protected health information under federal law. The Department agrees to be responsible for payment of any fines or other financial consequences that arise from any such wrongful disclosure by it or its subcontractors or agents. The Department shall inform persons and organizations with authorized access to the data specified in this MOA of the consequences for wrongful disclosure of protected health information. The Department and the Agency shall ensure that any agents of the Department and the Agency, including, but not limited to, a contractor or subcontractor, to whom the Department and the Agency provides the data specified in this MOA agree to the same terms, conditions, and restrictions that apply to the Department and the Agency with respect to the data.

8. **Term of MOA.** This MOA shall be effective upon execution by both parties and shall remain in effect until December 31, 2017, unless terminated by one of the parties.

Department of Juvenile Justice

Wansley Walters

Signature

Wansley Walters

Print Name

Secretary

Title

11/1/13

Date

Agency for Health Care Administration

Elizabeth Dudeli

Signature

Elizabeth Dudeli

Print Name

Secretary

Title

11/1/13

Date