

MEMORANDUM OF UNDERSTANDING
(DATA SHARING AGREEMENT)

This agreement is entered by and between the Agency for Healthcare Administration (hereinafter referred to as the Agency), and Leon County (hereinafter referred to as the County).

Whereas, the Agency shall make available to the County certain data that is confidential and must be afforded special treatment and protection; and,

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

Now, therefore, the Agency and the County agree as follows:

1. **Purpose of Agreement.** The purpose of this agreement is to govern the exchange of data to be used solely for the purposes of Medicaid services pursuant to Section 409.915, Florida Statutes (2009).
2. **Justification of Access.** This agreement is authorized by law under section 1902(a)(7) of the Social Security Act and Florida Statute 381.0022(2). 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. This agreement implements statute 1902(a)(7) by allowing the Agency to disclose the data necessary for the administration of the Medicaid program.
3. **Description of Data.** Pursuant to the terms of this agreement and to enable the County to contribute its share of matching funds required for the Medicaid program, the Agency may disclose invoices for certain items of care and service for which the Agency has determined the County has financial liability.
4. **Method of Data Transfer.** The County shall access the data specified in this agreement through the Florida Medicaid Management Information System (FLMMIS).
5. **Point of Contact.** The Agency designates the following individual as the Agency's point of contact for this agreement:

John Collins, AHCA Privacy Officer
2727 Mahan Drive, Mail Stop 5
Tallahassee, Florida 32308

(850) 412-3986

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this agreement, shall be addressed to the point of contact.

6. **Custodial Responsibility.** The County names the following individual custodian of the data on behalf of the County:

Candice M. Wilson, Director
Lorraine Y. Austin, Human Services Analyst
Leon County, Department of Health and Human Services
918 Railroad Avenue
Tallahassee, FL 32310

(850) 606-1900

The custodian shall be responsible for the observance of all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. The County shall notify the Agency in writing within fifteen (15) days of any change of custodianship. Notification of change in custodianship shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Payment.** The parties shall provide the data specified in this agreement at no cost.
8. **Permissible Uses and Disclosures of Data.** The County shall not use or further disclose, transmit, copy, or disseminate the data specified in this agreement except as permitted by this agreement or as required by federal law.

The County 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 agreement. This also governs any electronic transmission of the data.

The County shall not release or allow the release of the data specified in this agreement to any person or entities other than as permitted by this agreement.

The County shall restrict disclosure of the data specified in this agreement to the minimum number of individuals who require the information in order to perform the functions of this agreement. The County shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

The County shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the

functions of this agreement. The County shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement. The County 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 agreement of which the County is aware.

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

9. **Disclosure to Agents.** The County shall ensure that any agents of the County, including, but not limited to, a contractor or subcontractor, to whom the County provides the data specified in this agreement agree to the same terms, conditions, and restrictions that apply to the County with respect to the data.
10. **Access to Data.** The County shall notify the Agency in writing, by certified mail, return receipt requested, or in person with proof of delivery within ten (10) days of any requests received from individuals seeking access to or copies of the data specified in this agreement.
11. **Accounting of Disclosures.** The County shall notify the Agency in writing by certified mail, return receipt requested, or in person with proof of delivery within ten (10) days of any requests received by the County from individuals seeking an accounting of disclosures of the data specified in this agreement. The County shall document all disclosures of the 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.
12. **Incorporation of Amendments to the Data.** The County shall incorporate any amendments to the data specified in the agreement when and as notified by the Agency.
13. **Penalties.** The County acknowledges that failure to abide by the terms of this agreement may subject the County to penalties for wrongful disclosure of protected health information under federal law. The County shall inform all persons with authorized access to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.
14. **Indemnification.** To the extent allowed by the Laws of Florida and Section 768.28, Florida Statutes, and without waiving sovereign immunity, each party hereby agreed 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.
15. **Disposition of Data.** The County may retain the data specified in this agreement for a period not to exceed five (5) years from the date the County receives or is

provided access to the data, hereinafter referred to as the retention date. Upon the retention date, the County shall return all datasets and files to the other party but may retain one copy of the datasets and files for its records. Protections under this agreement shall survive the termination of the relationship between the parties, and the County shall protect the confidentiality of and prevent unauthorized use or access to the datasets retained.

- 16. **Term of Agreement.** This agreement shall be effective upon execution by both parties and shall remain in effect until September 30, 2015, unless terminated by one of the parties. This agreement may be terminated by either party upon material breach of this agreement 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 agreement may not be waived, altered, modified, or amended except by written agreement of both parties.

This agreement supercedes any and all agreements by the parties with respect to the use of data specified in this agreement.

In witness whereof, the Agency and the County have caused this agreement to be signed and delivered by their authorized representatives as of the date set forth below.

For the Agency for Health Care Administration

Signature

Print Name

Title

Date

LEON COUNTY, FLORIDA

BY: _____
Bob Rackleff, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney