

## MEMORANDUM OF UNDERSTANDING

### CONTRACT FOR CONFIDENTIAL VITAL RECORDS

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made pursuant to s.20.43(1), s.381.0011, s.381.0055, s.382.025, Chapter 405, ss.766.101(1) and (5), Florida Statutes, is entered into by and between the Department of Health, hereinafter “DOH” or “Department” and the Department of Children and Families, hereinafter “DCF”. The entity within DCF, which will receive on-line access to birth records in the Vital Statistics database, is the Family Safety Program.

DOH and DCF agree that the Family Safety (FS) Program may have on-line access to birth records to identify and verify data for children and parents when information regarding names, dates of birth, place of birth or addresses is received from the abuse hotline or other lawful sources. The FS agrees that this on-line access is for verification purposes only and may not be copied nor redistributed in any manner to any unauthorized entity. This information may only be accessed to determine paternity and to locate relatives for the dependent children and children who are subjects of child protective investigations or under child protective supervision.

The on-line birth information will only be available to individuals employed by DCF and employees of an entity contracted by DCF who perform the duties of a Child Abuse Protective Investigator or Protective Investigator Supervisor, Protective Investigator Specialist, Background Intelligence Analyst, Background Screener, and/or Revenue Maximization staff or specialist. In addition, this information may be accessed by up to two (2), professional staff persons within each of the following DCF Central Office units: Quality Assurance, FS Data Reporting, and Interstate Compact on the Placement of Children (ICPC); and up to six (6) staff persons in the Florida Abuse Hotline Quality Assurance unit. This information may also be accessed by two staff in each direct service unit with job duties of In-home Supervision, Out of Home (shelter, foster, group or relative care) Supervision, or Adoption to clients of the Family Safety program. DCF and DOH acknowledge that DCF may contract with private and public entities to perform the services of the FS. DCF agrees to monitor private and public entities to ensure compliance with the provisions of this agreement.

DCF shall train all staff and contractors on accessing on-line birth data and include in training an explanation of the confidentiality associated with birth records.

DCF and DOH agree that DOH shall provide birth information to DCF which is confidential per Chapter 382, Florida Statutes. Possession of birth information by DCF employees or contractors pursuant to the terms and conditions of this memorandum does not change the confidential status of any vital statistics information. The records are solely for use by the FS in performing its official duties.

DCF agrees to ensure that any such birth records and the confidential information therein are not released in any way so as to breach the provision of Sections 382.008(6), 382.013(5), and 382.025, Florida Statutes which would be in violation of the law. DCF further agrees that breaching the confidentiality of the vital records data provided is a criminal offense and may be prosecuted as such as provided in Section 382.026(8), Florida Statutes.

The DCF shall be responsible for all activities of its contractors and any breach of this agreement by any contractor shall be a breach by DCF and the Department reserves all rights it has under this agreement and law. Any failure by DCF to abide by the terms of this MOU or failure of its employees or contractors **constitutes a breach**, which may result in the Department's cancellation or rescission of the original contract and require DCF to discontinue on-line access to vital statistics data.

DCF agrees that it is responsible for and shall indemnify DOH to the extent permitted by s.768.28, F.S. for all losses, claims, and costs to DOH as a result of the release by DCF or its contractors of any birth records confidential information contained in these files.

DCF agrees that this MOU may not be assigned or transferred to any other party.

This MOU shall be effective upon execution by both parties and shall remain in effect until terminated by one of the parties. DOH may, by no less than twenty-four hours written notice to DCF, terminate this MOU upon material breach. This MOU may be terminated by either party 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.

IN WITNESS THEREOF, the parties hereto have caused this three (3) page Memorandum of Understanding to be executed by their legally authorized officials this 19<sup>th</sup> day of SEPTEMBER, 2005.


Department of Children and Families



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Lucy D. Hadi  
Secretary

Department of Health  
Office of Planning, and Data Analysis



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C. Meade Grigg  
State Registrar