

Memorandum of Agreement
between
Florida Department of
Veterans' Affairs and
Broward County

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Memorandum of Agreement Between
Florida Department of Veterans' Affairs
(FDVA) and Broward County

1. Purpose

In order to create greater efficiencies through cooperation as contemplated by Section 163.01, Florida Statutes, this Memorandum of Agreement (herein referred to as "MOA") establishes and formalizes the interlocal relationship between the State of Florida Department of Veterans' Affairs (herein referred to as "FDVA") and Broward County, a political subdivision of the State of Florida, on behalf of the County Veterans Service Officer (herein referred to as "the County") under Section 292.11, Florida Statutes, as an authorized user of FDVA's VetraSpec technology acquired through its contract with Tyler Technology, Inc., Contract No. FDVA-SSN-21-0125, to manage veterans' case files and records in furtherance of FDVA's mission to advocate with purpose and passion for Florida veterans and link them to superior services, benefits and support. In this MOA, FDVA and the County will collectively be known as "the Parties."

2. Background

VetraSpec is a secure, web-based application that FDVA has purchased and implemented as a solution to track veterans' claims, and assist veterans and eligible dependents in accessing all benefits to which they may be entitled.

FDVA makes this application available for authorized users of FDVA and Florida County Veterans Service Officers (herein referred to as "CVSOs") that have paid, directly to Tyler Technology, Inc., for the licenses to receive services. Qualifying CVSOs become authorized users through the execution of this MOA and in compliance with the terms and conditions of this agreement.

FDVA, in its sole discretion, shall determine if a person qualifies as an authorized user of the FDVA VetraSpec application (herein referred to as "VetraSpec").

3. Scope

The Parties to this MOA agree to be bound by its terms and conditions governing access to VetraSpec by authorized users. Authorized users of VetraSpec shall be responsible for the confidentiality of veteran records and shall not access records of veterans for whom the authorized user does not have specific, written authorization to access on behalf of the veteran.

This MOA applies to all FDVA's VetraSpec authorized users that may include CVSOs system administrators and system users.

No person shall have access to VetraSpec without first being approved by FDVA, in writing, as an authorized user.

Authorized users shall operate, at all times, in compliance with the terms and conditions of this MOA and at the express direction of the FDVA.

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4. Roles and Responsibilities

4.1 FDVA shall:

4.1.1 Approve qualifying persons as authorized users and coordinate access to VetraSpec for intended use under this MOA.

4.1.2 Monitor usage of VetraSpec by authorized users through compliance checks and quality assurance measures, including conducting audits of authorized user VetraSpec credentials and written authorizations from veterans allowing authorized users to access veteran records.

4.1.3 Ensure all authorized users receive training by Tyler Technology, Inc., for use of VetraSpec prior to gaining rights and credentials to access and work within the application, and partake in additional training should VetraSpec upgrades so require.

4.1.4 Freely cooperate with authorities legally empowered to investigate, audit, or otherwise review the procedures, data and conduct including the operation and its authorized users under the licensed database held by FDVA.

4.1.5 Report any violation of intended use of accessing VetraSpec under the licensed FDVA database. All violations shall be promptly reported to FDVA and Tyler Technology, Inc.

4.1.6 Revoke authorized user access to the FDVA VetraSpec database for those whom, in the sole discretion of FDVA, have been deemed to have violated the intended use of the application.

4.1.7 All electronic discharges that are in the possession of FDVA will be maintained in VetraSpec under the "FDVA" officer code.

4.2 County shall:

4.2.1 Pay the annual fee per user in the amount of \$399.00, or subsequently-assessed current rate, to Tyler Technology, Inc. All payments are billed annually on anniversary of signing up for the system and are due and payable to Tyler Technology, Inc., in accordance with Chapter 218, Part VII, Florida Statutes.

4.2.2 Provide the resources necessary, including computer hardware, software, and personnel support, to effectively operate VetraSpec by each authorized user.

4.2.3 Allow only accredited County Veterans Service Officers ("CVSOs") under Section 292.11, Florida Statutes, representing or assisting veterans and eligible dependents within the authorized user's office, to access and use VetraSpec. For purposes of this MOA, "authorized user" means any person appointed or designated by FDVA, in writing, to act on behalf of, or in place of a veteran or veteran's eligible dependent.

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4.2.4 Access or view files of Broward County veterans only as authorized by the veteran or eligible dependent, or as required and essential to assisting the veteran or eligible dependent in accessing benefits to which they may be entitled.

4.2.5 Cooperate fully in the mandate that: if a veteran or eligible dependent chooses representation outside his or her home county, the home county office will not access or view that veteran's file unless subsequently authorized to do so, in writing, by the veteran or veteran's eligible dependent which authority can only be granted when the power granted supersedes and replaces the earlier authorization.

4.2.6 Ensure that all inquiries and use of veterans' records are "For Official Use Only." To verify that all access to VetraSpec is "For Official Use Only," authorized users must comply with the following requirements:

(a) Have and keep on file written authorization for release of information, including written appointment of authorized agent, if applicable, executed by the veteran or eligible dependent for whom information is being accessed.

(b) Ensure that all work and inquiries pertaining to a veteran's file shall be limited to, and shall not exceed, the scope of the specific purpose in assisting the veteran and eligible dependent.

(c) Access records of discharges from the US Armed Forces in the possession of FDVA that are not part of an active claim, provided that the authorized user accessing the discharge record has authorization in accordance with section 4.2.6(a).

(d) Ensure that all discharge records in the possession of FDVA will not be viewed outside the scope of official business.

(e) Obtain and review a copy of the release of a discharge to verify that a veteran has authorized access to the record, or if the veteran is deceased, that a qualified official has signed on behalf of the veteran or dependent.

4.2.7 Abide by the existing policies and instructions, as listed in Appendix A to this MOA, for supporting the transmission, use, release, or storage of veterans' and dependents' information.

4.2.8 The Parties acknowledge that VetraSpec facilitates access to data that is protected by state and federal laws. Therefore, strict adherence to the terms and conditions of this MOA are of paramount importance for both Parties to achieve legal compliance. Recognizing that all information in the VetraSpec database is subject to the public records laws of the State of Florida, protecting the privacy of veterans and dependents is imperative. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida and federal laws. CVSOs shall not use or disclose any information received from VetraSpec under this MOA that is identified as confidential or exempt from public disclosure in accordance

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with Chapter 119 and Section 282.318, Florida Statutes, and HIPAA Privacy and Security Rules. Disclosure is restricted to authorized intended uses to assist the veteran or eligible dependent. No information may be disclosed outside these limits without written consent from the veteran and eligible dependents.

Any person who willfully and knowingly violates any of the provisions of this section may be charged with noncriminal infractions up to a third degree felonies as provided in Section 119.10, Florida Statutes, and subject to penalties found in Chapter 775, Florida Statutes. In addition, any person who knowingly discloses any information in violation of HIPAA may be subject to criminal sanctions and civil liability. The duty of each CVSO, to maintain confidentiality of information under this section, continues and survives beyond the term of this MOA or separation from employment by the County.

4.2.9 Information from veterans' files will only be used to assist veterans and eligible dependents. At no time will any CVSO use information for any other purposes including but not limited to:

- Recruitment for membership to organizations, including veterans' organizations.
- Solicitation for firms, whether "for profit" or "not for profit" organizations, seeking to do business with veterans.
- Listing of names for inclusion or inscription on monuments or memorials.

4.2.10 All requests for customization of access to VetraSpec or its reporting or other capabilities shall be submitted to FDVA, in writing, for consideration. FDVA will determine if such customization is beneficial to the State, and if approved, FDVA will submit the request to Tyler Technology, Inc.

5. Terms of the Agreement and Period of Effectiveness

This MOA will be effective on the date last signed below by the Parties, and will be reviewed annually by the signatories or successors. This MOA shall remain in effect until it is modified or terminated by the Parties. Minor modifications may be made when mutually agreed upon by written addendum, signed by FDVA and the County. Either party, upon 90 days' advance written notice, may terminate this MOA. FDVA may terminate immediately, if, in FDVA's sole discretion, it determines that the County has failed to comply with the terms and conditions of this MOA.

6. FDVA Point of Contact

Donald Stout
FDVA Director, Benefits and Assistance
727-319-7421
stoutd@fdva.state.fl.us

Broward County Point of Contact

Owen Walker
Section Manager
(954) 357-6622
OWALKER@broward.org

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7. Execution of Agreement

The Parties have taken all actions necessary and secured all levels of approval to enter into this MOA. Each signatory has legal authority to bind the public entity it represents and hereby signs to memorialize accord with all terms and conditions.

Broward County

A political subdivision of the State of Florida

By: _____
(printed name)

Signature: _____

Date: _____

ATTEST:

By: _____
Clerk to the Board (printed name)

By: _____
(Signature)

Date: _____

Reviewed as to form and legal sufficiency:

Karen S. Gordon, Sr. Asst. County Attorney 3/21/22

**Florida Department
of Veterans' Affairs**

Colonel Alfred D. Carter, US Army Ret.
Deputy Executive Director

Signature: _____

Date: _____

Reviewed as to form and legal sufficiency:

APPENDIX A

Authority and Reference

5 U.S.C. 552, Freedom of Information Act
38 U.S.C. 5902, Recognition of Representatives of Organizations
45 Code of Federal Regulations, HIPAA Privacy
Privacy Act of 1974 as amended by 5 U.S.C. 552a
Section 1106 (A), Social Security Act
Florida Administrative Code, Chapter 55A-3.009, Accreditation to the United States Department of Veterans Affairs
Florida Statutes 119.10, Public Records
Florida Statutes 292.11, County and City Veteran Service Officer
Florida Statutes 775, General Penalties

Acronyms

HIPAA	Health Insurance Portability and Accountability Act
MOA	Memorandum of Agreement
FDVA	Florida Department of Veterans Affairs
POC	Point of Contact
US	United States
CVSO	County Veterans Service Officer