

**Memorandum of Understanding**  
**between**  
**State of Florida Department of Education, Office of Early Learning**  
**and**  
**Broward County**

This Memorandum of Understanding ("MOU") is made and entered into by and between the State of Florida Department of Education, Office of Early Learning, hereinafter referred to as ("OEL" or "Office"), and Broward County, a political subdivision of the State of Florida, collectively referred to herein as the "Parties."

**WHEREAS**, OEL, through the Early Learning Coalitions ("ELCs"), established pursuant to Section 1002.83, Florida Statutes ("F.S."), is responsible for administering the School Readiness ("SR") Program pursuant to and in accordance with Sections 1002.84 and 1002.87, F.S.; and

**WHEREAS**, OEL is the designated lead agency for the State of Florida for receipt of funding under the Child Care and Development Block Grant ("CCDBG") Act, which is deposited into the CCDBG Trust Fund pursuant to 45 Code of Federal Regulations ("CFR") Parts 98 and 99, and which is the primary funding source for the SR Program; and

**WHEREAS**, OEL is responsible for providing oversight and administration of the SR Program pursuant to and in accordance with Sections 1001.213 and 1002.82, F.S.; and

**WHEREAS**, Broward County has been approved by the State of Florida Department of Children and Families ("DCF") to administer and enforce minimum child care standards in child care facilities and family child care homes in Broward County, pursuant to Sections 402.301 through 402.319, F.S.; and

**WHEREAS**, pursuant to Section 1002.82(2)(i), F.S., OEL is required to enter into a memorandum of understanding with local licensing agencies and DCF's Child Care Services Program Office for inspections of SR Program providers to monitor and verify compliance with the applicable health and safety standards and regulations set forth in Section 1002.88(1)(c), F.S., and Rule 6M-4.620, Florida Administrative Code (F.A.C.), utilizing an inspection template provided by OEL; and

**WHEREAS**, the Parties desire to enter into this MOU for the following purposes:

**A.** To describe the responsibilities of each party to this MOU for inspecting SR Program providers to monitor and verify compliance with the school readiness standards under Section 1002.88 F.S., and the rules and regulations set forth in Rule 6M-4.620, F.A.C., Health and Safety Checklists and Inspections; and

**B.** Such other purposes as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual agreements of the Parties set forth in this MOU, and the respective benefits to be received by the Parties pursuant to this MOU, the Parties agree to the terms and agree to be bound by the following conditions set forth herein.

**I. TERM**

The term of this MOU shall commence on the date of full execution by the Parties, and shall continue through June 30, 2020 ("Initial Term"), unless terminated earlier or extended as provided for herein. This MOU may be renewed by the Parties for additional term(s) of up to (5) years each ("Renewal Term"), under terms and conditions mutually agreed upon by the Parties.

**II. RECORDS AND CONFIDENTIALITY PROTOCOLS**

**A. Record Requirements**

The Parties shall comply with the provisions of Chapter 119, F.S., Florida Public Records Law, and all applicable state and federal laws governing confidential information as described in paragraph B, including but not limited to Sections 1002.97 and 1002.22, F.S. To the extent Broward County is acting on behalf of OEL as stated in Section 119.0701, Florida Statutes, Broward County shall:

1. Keep and maintain public records required were OEL performing the services under this MOU;
2. Upon request from OEL, provide OEL with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this MOU and following completion of the MOU if the records are not transferred to OEL; and
4. Upon completion of this MOU, maintain at Broward County, at no cost to OEL, all public records in possession of Broward County upon termination of this MOU or keep and maintain public records required were OEL performing the service. If Broward County transfers the records to OEL, Broward County shall destroy any duplicate public records that are exempt or confidential and exempt. If Broward County keeps and maintains public records upon completion of this MOU, Broward County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OEL upon request in a format that is compatible with the information technology systems of Broward County. A request for public records regarding this MOU may be made directly to any party, who will be responsible for responding to any such public records requests.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, DEBORAH ANN MEIDINGER HOSEY AT (954)357-4800, EXT. 0429, [dmeidingerhosey@broward.org](mailto:dmeidingerhosey@broward.org), 1 N. UNIVERSITY DRIVE, PLANTATION, FLORIDA 33324 OR, THE OFFICE OF EARLY LEARNING CUSTODIAN OF PUBLIC RECORDS, AGENCY CLERK, AT (850)717-8576, [agencyclerk@oel.myflorida.com](mailto:agencyclerk@oel.myflorida.com), 250 MARRIOTT DRIVE, TALLAHASSEE, FLORIDA 32399.**

**B. Confidential Information**

"Confidential Information" is all data, files, records including, but not limited to, client or child records related to the services provided pursuant to this MOU, and other information (i) that any law of the State of Florida, or the United States (a) exempts the party in possession of the data and information from any legal requirement to disclose and make the data and information available for public review, and (b) prohibits or restricts the party in possession of the data and information from disclosing the data and information to other parties, (ii) as it applies to such data, records, and information held by Broward County, such data, records and information provided by OEL to Broward County, and (iii) as it applies to such data, records, and information held by OEL, such data, records and information provided by Broward County to OEL. The Parties shall use, provide, share, transmit, disclose, release, and publish Confidential Information, whether to each other or to third parties, only to the extent authorized, permitted, or required by law, including

without limitation Chapter 119, F.S. The Parties, including designated contractors, subcontractors, or agents of each party, shall use Confidential Information only as needed to perform, and for the purpose of performing, their respective obligations under this MOU, and for no other purpose.

**C. Procedures to Safeguard Confidential Information**

Procedures shall be implemented by the Parties, including contractors, subcontractors, or agents of each party to ensure that Confidential Information is protected from disclosure. The procedures shall be consistent with the information and security policies, protocols, and procedures of OEL and Broward County that have been previously provided by each party to the other. Each party acknowledges that it received the information and security policies, protocols, and procedures of the other party upon or prior to the execution of this MOU. OEL and Broward County will adhere to any amendments to the security requirements of the other party provided to it during the term of this MOU. To the extent permitted by law, the Parties shall comply with any applicable professional standards of practice with respect to client confidentiality that has been or is hereafter furnished by one party to the other.

**D. Safeguarding Access to Confidential Information**

The Parties, including contractors, subcontractors, or agents of each party, shall safeguard access to Confidential Information in such a manner that unauthorized persons cannot view, print, copy, or retrieve the information by any means. Unique authorization is required for each person permitted access to Confidential Information, and access must be properly authenticated and recorded for audit purposes. Without limiting the generality of the foregoing, the Parties shall comply with the following requirements:

**E. Encryption.** All electronic communication and transmission of Confidential Information shall use compatible, industry standard Secure File Transfer Protocol software, using data encryption or a Virtual Private Network connection to ensure a secure file transfer. Confidential Information must be protected with a network firewall using "default deny" rule set required. Servers hosting Confidential Information cannot be visible to the Internet, nor to unprotected subnets. Confidential Information shall not be transmitted through e-mail or on social networking sites. Confidential information shall not be stored on any un-encrypted storage media or peripheral devices including, but not limited to, laptops, thumb drives, and hard drives, capable of storing the information. Whole disk encryption is required for any storage media used.

**1. Restriction of Employee Access.** Access to Confidential Information shall be restricted to authorized employees, contractors, subcontractors, or agents of each party who have a recognized and verifiable need to know in the performance of their official duties under or pursuant to this MOU.

**2. Redactions in Reports**

The Parties agree that Confidential Information will be redacted in any document produced in response to a public records request made in accordance with Section 119.07, F.S., or any documents that are published on the Internet.

**3. Notification and Cooperation in the Event of a Breach.** OEL shall promptly notify Broward County and Broward County shall promptly notify OEL of any breach of security related to Confidential Information that occurs in connection with the transmission, use, handling, or storage of Confidential Information. In the event of any such breach of security, the Parties shall cooperate in the investigation of the breach, and any requirement that any party may have to comply with Section 501.171, F.S., and any similar data breach laws of any other applicable jurisdictions including, but not limited to, any obligation any party may have to provide notification to affected persons.

### **III. LIABILITY**

#### **A. Responsibility for Claims**

The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to this MOU nor shall anything herein be construed as consent to be sued by third parties in any matter arising out of this MOU.

### **IV. OTHER TERMS AND CONDITIONS**

#### **A. Programmatic Requirements**

##### **1. Broward County shall:**

- a.** Maintain a link on the Broward County website to the home page for OEL's website, the local early learning coalition's website, and the official DCF website.
- b.** Coordinate with OEL and ELC to make all information related to the regulatory status of SR Program providers, including SR Program contract status on the official DCF website, licensing status, and inspection history, available through the official DCF website, so long as Broward County is provided access to such website.
- c.** Provide technical assistance and support as needed during SR Program provider site inspections relating to SR Program health and safety standards within Broward County.
- d.** Participate in training developed by OEL and DCF for programs related to the SR Program in accordance with governing statutes or regulations.
- e.** Provide access to SR Program Inspection Reports through the official DCF website.
- f.** Conduct pre-contractual SR Program inspections for all new license-exempt providers within 45 days of notification from the ELC that the provider has requested a Statewide SR Provider Contract as set forth in Rule 6M-4.620(2)(a), F.A.C.
- g.** At a minimum of one (1) time annually, monitor and verify compliance with the applicable health and safety standards and regulations set forth in Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., respectively, through inspections of all SR Program providers utilizing inspection templates for licensed/substantial compliance and license-exempt SR Program providers, in forms provided by OEL, based upon the health and safety checklist adopted by OEL pursuant to Rule 6M-4.620, F.A.C., and the minimum standards set forth in Chapter 7 and Chapter 20, Article XV, Broward County Code of Ordinances, relating to child care facilities and family child care homes, respectively, as applicable, and as may be amended from time to time.
- h.** Participate as an inspection authority for the SR Program in all due process proceedings pursuant to and in accordance with the Statewide SR Provider Contract, incorporated herein by reference.
- i.** Coordinate with DCF and make available on the official DCF website, the names and addresses of SR Program providers, health and safety standards for SR Program providers, and the inspection reports resulting from such SR Program provider inspections.
- j.** Broward County is required to conduct a follow up inspection when noncompliance with any applicable health and safety standards and regulations set forth in Section 1002.88(1)(c), F.S., or Rule 6M-4.620, F.A.C., respectively, is observed during the annual SR Program provider inspection. Broward County is not required to conduct follow up inspections of any SR Program provider when noncompliance with any applicable health and safety standards and regulations set forth in Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., respectively, is observed during a

non SR Program provider inspection. However, notification of such noncompliance shall be deemed provided to ELC when Broward County electronically submits the inspection report on the official DCF website.

2. OEL shall:
  - a. Maintain a link on OEL's website to Broward County Child Care Licensing and Enforcement website.
  - b. Coordinate with and include Broward County and ELC in the development of communication policies and procedures to be used by Broward County and ELC for notifications regarding SR Program providers and inspections.
  - c. Provide notification to Broward County regarding any new and terminated SR Program providers, and the need for Broward County to perform pre-contractual SR inspection for compliance with the health and safety and regulations set forth in Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., respectively, as provided under this MOU prior to SR Program providers entering into a contract with ELC.
  - d. Include Broward County in the notification and review of all documents relating to any applicable rulemaking, policy, or operational changes, or any materials relating to SR Program regulations.
  - e. Coordinate the provision of public awareness and educational materials regarding the SR Program, and any health and safety standards and regulations for distribution within Broward County.
  - f. Create inspection templates for licensed/substantial compliance and license-exempt SR Program providers and provide such inspection templates to Broward County for use in performing the SR Program provider inspections under this MOU.
  - g. Ensure that OEL and ELC utilize the inspection reports submitted by Broward County on the official DCF website to verify all SR Program providers' compliance with the standards and regulations set forth in Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., respectively.
3. Broward County and OEL will share responsibilities for coordinating Broward County and ELC's monitoring and inspection activities of child care providers to prevent duplication of effort.
  - a. Broward County will inspect SR Program providers for compliance with all applicable health and safety standards and regulations set forth in Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., respectively.
  - b. OEL and ELC will monitor SR Program providers' compliance under the Statewide SR Provider Contract pursuant to Sections 1002.82(2)(m) and 1002.84(15), F.S., respectively.
  - c. Ensuring efficient determination of compliance with SR Program standards and regulations in accordance with each party's respective obligations under this MOU.

**B. Severability**

In the event any provision contained in this MOU is determined to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this MOU shall not be affected or impaired thereby, and shall be administered by the Parties as if the invalid provision had never been included herein.

**C. Entire MOU**

This MOU constitutes the entire agreement between the Parties and supersedes any prior written or oral, or other agreement, statement, or practice between the Parties relating to the subject matter of this MOU. The Parties hereto acknowledge that no statement,

representation, promise, agreement, warranty, or covenant has been made by either party except as expressly set forth herein.

**D. Amendment**

Except for any changes to the Contact Liaisons specified below, this MOU may be amended only by a written amendment executed by the Parties, or others delegated authority on their behalf. Contact Liaison changes may be provided without an amendment by providing an email notification of the change to the other party as provided in Section E.

**E. Contact Liaisons**

1. OEL designates as its Contact Liaison for all issues relating to this MOU, Christian Summers, whose title is Educational Policy Analyst, and who can be contacted by telephone at (850) 717-8574 or by email at christian.summers@oel.myflorida.com and whose address is Office of Early Learning, 250 Marriott Drive, Tallahassee, Florida 32399.
2. Broward County designates as its Contact Liaison for all issues relating to this MOU, Deborah Ann Meidinger Hosey, Human Services Administrator, and who can be contacted by telephone at (954) 357-4800, ext. 0429 or by email at dmeidingerhosey@broward.org and whose address is 1 N. University Drive, Plantation, Florida 33324.

**F. Termination**

This MOU shall continue in full force and effect subject to the availability of funding to sustain the SR Program services to be provided by Broward County under this MOU, or may be terminated by either party for convenience upon no less than ninety days (90) written notice to the other party. Notice of termination by either party may be sent via U.S. first-class mail with a contemporaneous copy via email to the Contact Liaisons as provided in Section E.

**G. Counterparts and Multiple Originals**

This MOU may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU.

IN WITNESS HEREOF, the Parties agree to the terms and conditions as set forth in this MOU, and upon placing their signatures on this MOU have hereby caused this MOU to be executed by their respective authorized officials.

**OFFICE OF EARLY LEARNING**

**DEPARTMENT OF EDUCATION, OFFICE OF EARLY LEARNING**

By: \_\_\_\_\_  
Rodney J. MacKinnon  
Executive Director

Date: \_\_\_\_\_

**BROWARD COUNTY**

ATTEST:

**BROWARD COUNTY, by and through its Board of County Commissioners**

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_

Date: \_\_\_\_\_

Insurance requirements approved by  
Broward County Risk Management  
Division

By: *C. Pounall*

Colleen Pounall Risk Analyst  
Print Name and Title

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By: *Patrice M. Eichen* 12/12/17  
Patrice M. Eichen (Date)  
Assistant County Attorney

By: *Sharon V. Thorsen* 12/12/17  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney