

Memorandum of Understanding
between
Department of Education, Office of Early Learning
and
Pinellas County License Board

This Memorandum of Understanding (MOU) is entered into by and between the Department of Education, Office of Early Learning, hereinafter referred to as (“OEL”, or “Office”), and [Pinellas County License Board \(PCLB\)](#), is made and entered into for the term identified below as follows:

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 of the State of Florida, which is a recipient of a Child Care and Development Block Grant (CCDBG) Trust Fund pursuant to 45 Code of Federal Regulations (CFR) parts 98 and 99, which is the primary funding source for the SR Program, and

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

WHEREAS, [PCLB is an Independent Special District created by Special Act Chapter 61-2681; 70-893; 2001-277 Laws of Florida and has been approved by the Department of Children and Families \(DCF\) to administer and enforces minimum standards in child care facilities in Pinellas County, pursuant to ss. 402.301, 402.306 and 402.307, F.S. as well as Licensing Regulations for Children Centers in Pinellas county and Licensing Regulations for Family Child Care Homes and Large Family Child Care Homes in Pinellas County;](#) and

WHEREAS, OEL is charged with entering into MOU with local licensing agencies and DCF’s Child Care Services Program Office for inspections of SR program providers to monitor and verify compliance with s. 1002.88(1)(c), F.S. and the health and safety checklist(s) adopted by the Office pursuant to Rule 6M-4.620, F.A.C., and

WHEREAS, the parties are entering into this MOU for the purposes of:

- A. Inspecting SR Program providers to monitor and verify compliance with s. 1002.88(1)(c) F.S.;
- B. Verifying compliance with Rule 6M-4.620, F.A.C., Health and Safety Checklists and Inspections, upon its adoption by OEL;
- C. Coordinating the licensing and training functions related to child care inspections;
- D. Other purposes set forth herein below.

NOW THEREFORE, in consideration of the premises, 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 and agree to be bound by the following terms and conditions.

I. TERM

This MOU shall begin ~~on October 24, 2016, or the date~~ on which it is signed by both parties, ~~whichever is later and~~ shall be enforced until such time that either, or both parties determine

that this MOU is null and void. All amendments shall be in writing and approved by both parties.

II. RECORDS AND CONFIDENTIALITY PROTOCOLS

A. Record Requirements

OEL and PCLB shall comply with the provisions of Chapter 119, F.S., and all applicable state and federal confidentiality laws.

B. Confidential Information

"Confidential Information" is all data, files, records ~~or information, or information~~ -that by any applicable law is exempt or confidential and exempt from F.S. 119.07(1). Nothing herein should be construed to prohibit PCLBLLA from disclosing Confidential Information in accordance with applicable laws or responding to any Court Order, subpoena or other legal requirement to disclose Confidential Information, including client or child records related to the services provided pursuant to this Agreement, 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 , such data, records and information provided by OEL to , and (iii) as it applies to such data, records, and information held by OEL, such data, records and information provided by to OEL. OEL and shall use, provide, share, transmit, disclose, release, provide and publish Confidential Information, whether to each other or to third parties, only to the extent authorized and permitted by law, including without limitation Chapter 119, F.S. OEL and, including designated contractors, subcontractors or agents, and shall use Confidential Information only as needed to perform and for the purpose of performing their respective obligations under and pursuant to this Agreement and for no other purpose.

C. Procedures to Safeguard Confidential Information

Procedures shall be implemented by OEL and PCLB, including contractors, subcontractors or agents to ensure that all Confidential Information is protected from improper disclosure. The procedures shall be consistent with the information and security policies, protocols, and procedures of OEL and PCLB 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 Agreement. OEL and PCLB will adhere to any amendments to the security requirements of the other party provided to it during the period of this Agreement. ~~OEL and must also 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

OEL and PCLB, including contractors, subcontractors or agents shall safeguard access to Confidential Information in such a way 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, OEL and PCLB shall comply with the following requirements:

E. Encryption. All electronic communication and transmission of Confidential Information shall use compatible, industry standard 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 social networking sites unless encrypted and secured with a digital signature. Confidential information shall not be stored on any un-encrypted portable storage media or peripheral devices (e.g. laptops, thumb drives, hard drives, etc.) capable of storing the information. Whole disk encryption is required for any portable storage media used.

1. **Restriction of Employee Access.** Access to Confidential Information shall be restricted to authorized employees, contractors, subcontractors or agents who have a recognized and verifiable need to know in the performance of their official duties under or pursuant to this Agreement.
 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 F.S. 119.07(1) or any document that is published on the internet. Neither party shall publish any finding, listing, information, report or publication prepared, extracted or derived from, or using Confidential Information unless (i) it has first obtained the prior written consent of the other party and (ii) all personal identifiers and combinations of personal identifiers, that identifies or would, with reasonable effort, permit one to identify an individual or to deduce the identity of an individual to a reasonable degree of certainty, is redacted so the information cannot be used to identify particular individuals or benefits received by particular individuals.
 3. **Notification and Cooperation in the Event of a Breach.** OEL shall promptly notify PCLB, and PCLB 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 817.5681, 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.
- ~~Restrictions on Further Disclosure. Even if authorized and permitted by law to do so, neither party, including contractors, subcontractors or agents shall disclose or provide Confidential Information to any third party unless (i) it informs the third party in writing of the provisions and requirements of this section IV, (ii) the third party agrees in writing to comply with the provisions and requirements of this section IV as if they were imposed on the third party, and (iii) the third party agrees in writing to be responsible and liable to both OEL and DCF if it fails to do so.~~

III. INDEMNIFICATION

A. Responsibility for Claims

Each party agrees to be fully responsible for all claims arising out of its own acts of negligence or its respective employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages proximately caused thereby. Provided each party's liability is subject to the monetary limitations and defenses imposed by section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by either party, nor shall anything herein be construed as consent by the any party to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the

~~extent provided by 768.28, F.S. Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney fees, arising out of this MOU and caused by the party's owners, principals, agents, employees, contractors or subcontractors while performing under this MOU. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors or subcontractors.~~

IV. OTHER TERMS AND CONDITIONS

B. Programmatic Requirements

1. ~~PCLB~~ shall:

- a. Maintain a link on the ~~PCLB~~ website to the home page for the OEL website, the local early learning coalition website and the DCF website.
- b. Coordinate with OEL and the ELC to make all information related to the regulatory status of SR providers available through the DCF website.
- c. Provide technical assistance and support to SR providers within their respective county.
- d. Participate in training developed by OEL and DCF for programs related to child care licensing in accordance with governing statutes or regulations.
- e. Provide notification to the ELC regarding SR provider inspection results.
- f. Monitor and verify compliance with s. 1002.88(1) (c), F.S. through inspections of the SR program providers, a minimum of one time per year.
- g. Participate in due process proceedings pursuant to the Statewide SR Provider Contract, acting as inspection authority for the SR Program.
- h. Coordinate with DCF and disseminate to the community through electronic means, information on child care licensing standards, background screening procedures (to include disqualifying offenses), health and safety standards for SR providers and the results of child care monitoring and inspection reports.
- i. ~~INSERT LLA~~~~PCLB~~ is not required to conduct a follow up inspection if the noncompliance for a SR Health and Safety requirement is outside of the required annual SR Health and Safety inspection. However, ~~PCLB~~ ~~INSERT LLA~~ shall notify the local ELC of the infraction.

2. OEL shall:

- a. Maintain a link on the OEL website to the ~~PCLB~~ website, the local early learning coalition website and the DCF website.
- b. Coordinate with and include ~~PCLB~~ and the ELC to develop communication policies and procedures to be used by the ~~PCLB~~ and the ELC for notifications regarding SR providers and inspections.
- c. Provide notification to ~~PCLB~~ regarding new and/or terminated SR providers and the need for pre-contractual inspections to be conducted.
- d. Include ~~PCLB~~ in the notification and review of documents relating to rulemaking, policy, operational changes, and materials relating to SR Program regulations.
- e. Coordinate the provision of public awareness and educational materials regarding the SR program and health and safety standards for distribution within ~~PCLB~~ local areas.

- f. Ensure the staff of OEL and the staff of the ELC utilize the [PCLB](#) inspection reports to verify SR providers' compliance with requirements of s1002.88 (1) (c), F.S.
- 3. [PCLB](#) and OEL will share responsibilities for:
 - a. Coordinating the [PCLB](#) and the ELC's monitoring activities of child care providers to prevent duplication of effort.
 - 1. [PCLB](#) will monitor for all health and safety related issues pursuant to s. 1002.88(1)(c), F.S. and Rule 6M-4.620, F.A.C.
 - 2. OEL and the ELC will monitor contractual compliance pursuant to ss. 1002.82(2) (m) and 1002.84(15), F.S.
 - b. Ensuring efficient determination of compliance with SR Program standards and regulations.

C. 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.

D. 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 any party except as expressly set forth herein.

E. Amendment

With the exception of the contact liaisons specified below, this MOU may be amended only by a written amendment signed by both parties. Contact Liaison changes may be provided without formalized amendment by providing an email notification of the change to the other parties.

F. Contact Liaison

- 1. OEL designates as its 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. [PCLB](#) designates as its liaison for all issues relating to this MOU, [Patsy Buker](#), whose title is [Executive Director](#), and who can be contacted by telephone at [727-507-4857 ext. 7904](tel:727-507-4857) or by email at Patsy.Buker@flhealth.gov and whose address is [8751 Ulmerton Road, Suite 2000, Largo, FL 33771](#).

This MOU shall continue in full force and effect until revised in writing and signed by both parties or canceled by either party upon no less than ninety days (90) written notice.

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.

PINELLAS COUNTY LICENSE BOARD

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

BY: _____

BY: _____

Rodney J. MacKinnon
Executive Director

DATE: _____

DATE: _____