

**SCHOOL READINESS
CHILD CARE RATE AGREEMENT
AMENDMENT
BETWEEN**

FAMILY CENTRAL, INC.

AND

The School District of Palm Beach County (Pre-K)

Amending; References to the School Readiness Coalition of Palm Beach County, Inc; Sign-in and out procedures; References to the Florida Partnership for School Readiness, Department of Education, Agency for Workforce Innovation; Electronic submission of attendance sheets; References to the Rilya Wilson Act; References to multiple payment vendors; Effective dates of rate increases; Absence policy; Non-reimbursable days; Expiration date

This amendment, entered into between the FAMILY CENTRAL, INC. hereinafter referred to as the "Agency", and

The School District of Palm Beach County (Pre-K)

hereinafter referred to as the "Provider" amends the above referenced rate agreement as follows:

Changes read as follows:

Additions are underscored

Deletions are strikeout

The School District of Palm Beach County (Pre-K)

Page 1 Paragraph 1

The parties to this Rate Agreement are Family Central, Inc., ("Family Central"), and **The School District of Palm Beach County (Pre-K)**, (the "Provider"). Family Central performs administrative duties in the enrollment of children into child care programs and with respect to financially-assisted school readiness funding available through the ~~Palm Beach County School Readiness~~ **Early Learning** Coalition ~~of Palm Beach County, Inc.~~ (the "Coalition") and subsidized child care funding available from other sources. The purpose of this Rate Agreement is to establish the method by which Provider will receive payment available through the school readiness program and other programs for children eligible for financially-assisted school readiness services or subsidized child care that are in the Provider's care. The Parties acknowledge that the Provider is not a subcontractor of Family Central, Family Central has no control over the day-to-day operations of the Provider, and that the existence of this Rate Agreement does not require or guarantee enrollment of children in the Provider's child care program.

Page 1 Paragraph 1B

Ensure that all records pertinent to this Rate Agreement, including but not limited to sign-in/sign-out sheets (to include first/last name, time in/out, **(including am and pm for those providers offering extended care)** and parent/guardian full signatures), and attendance records, are available at all reasonable times for inspection, review, copying or audit by Federal auditors, representatives of the Comptroller of the State of Florida or the Auditor General of Florida, or other personnel duly authorized by Family Central, the Coalition or the ~~Florida Partnership for School Readiness~~ **Department of Education, Office of Early Learning or the Agency for Workforce Innovation**

Page 3 Paragraph R

R. ~~Submit monthly attendance reports electronically if the Provider received a computer allowance from the Coalition for this purpose.~~

Page 3 Paragraph V

~~In accordance with the Rilya Wilson Act,~~ Report any unexcused absence or seven consecutive excused absences of an at risk child of any age subject to the Rilya Wilson Act to the Florida Department of Children and Families' (DCF) hotline at (561) 837-5005 or toll free 1 (866) 325-5323 by noon on the day of the child's first unexcused absence or the day of the child's seventh consecutive excused absence. If you cannot reach someone at the hotline, please call the DCF External Affairs Office at (561) 837-5080.

Page 3 Paragraph C

Provide information to ~~one of the Coalition's payment vendors~~ Family Central, Inc. which will process payment to the Provider for child care services provided by the Provider under the school readiness program or other subsidized child care programs, subject to the availability of funds. The payment obligations under this Rate Agreement are contingent upon an annual appropriation by the Florida Legislature, and funding by the Coalition and other funding sources, as applicable.

Page 3 Paragraph D

Notify the Provider of At-Risk children. ~~children subject to the Rilya Wilson Act.~~

Page 4 Paragraph IV. A

Negotiated Rates. Payment for subsidized child care services shall be based upon the School Readiness Negotiated Rate Sheets attached here to as Attachment "A" and Attachment "B" which are expressly made a part hereof and incorporated by reference herein. In no event will the Provider be reimbursed at a rate that exceeds the lower of the maximum reimbursement rate designated by the Coalition, or the Provider's maximum private pay rate. Increases in the reimbursement rate will be effective, as applicable, the first of the month following notification in writing by the provider to Family Central, Inc.

Page 6 Paragraph B 2

Reimbursement may be made for a total of 53 absences during a calendar month for each child. Under extenuating circumstance and with proper documentation ~~more than (5) five~~ up to an additional seven (7) absences within a month may be paid at the discretion of Family Central. Absences may not be claimed for a child during a month that the child is not in attendance.

Page 6 Paragraph B4

If the day before or the day after a holiday is marked "N" (not reimbursable), the Provider will not be reimbursed for the holiday. If the day before or the day after a series of holidays and/or floating holidays is marked "N", the provider will not be reimbursed for any of the holidays and/or floating holidays.

Page 6 Letter C

- C. Summary of Enrollment/Attendance Codes
- E - Excused Absence
 - X - Enrolled / Present (a day a child is present)

- A - Authorized Absence beyond ~~5~~ 3 days (excused absence beyond five ~~(5)~~ three (3) days, which has been approved by Family Central)
- H - Reimbursable Holiday
- T - Terminated (day child is disenrolled)
- N - Enrolled, not reimbursable.

Page 7 Paragraph VIII Letter A

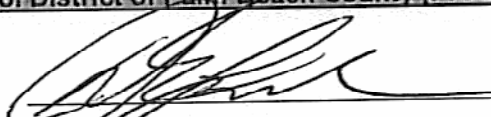
Term. This Rate Agreement **Amendment** is effective as of July 21, 2005 July 1, 2004, and will automatically terminate on ~~June 30, 2005~~ December 31, 2005, hereinafter referred to as the "Agreement Period" unless terminated earlier as provided herein.

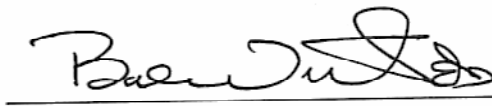
IN WITNESS THEREOF, the parties have caused this 3 page Rate Agreement Amendment to be executed by their undersigned officials as duly authorized. The undersigned represents and warrants that he/she has full and complete authority to execute the agreement amendment on behalf of The School District of Palm Beach County (Pre-K).

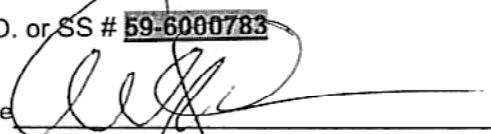
PROVIDER: **FAMILY CENTRAL, INC.**

The School District of Palm Beach County
(Program's Corporate Name)

The School District of Palm Beach County (Pre-K)
d/b/a

Signature: 
Name: THOMAS E. LYNCH
(please print)
Title: Chairman
Date: 7/20/05

Signature: 
Name: Barbara A. Weinstein, Ed.D.
Title: President/Chief Executive Officer
Date: 8/18/05

Federal I.D. or SS # 59-6000783
Signature: 
Name: ARTHUR JOHNSON
Title: Superintendent Date: 7/20/05

"Reviewed & Approved As To
Legal Form and Sufficiency"
Lumberg Hood 7/19/05

(V)