

**SCHOOL READINESS CHILD CARE RATE AGREEMENT BETWEEN**

**FAMILY CENTRAL, INC.**

**AND**

**The School Board of Palm Beach County-(SACC)**

The parties to this Rate Agreement are Family Central, Inc., ("Family Central"), and **The School Board of Palm Beach County-(SACC)**, (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 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.

**The Parties agree as follows:**

**I. Provider Responsibilities.** The Provider shall:

- A. Retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Rate Agreement for five (5) years after termination of this Rate Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
- B. 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, Department of Education, Office of Early Learning or the Agency for Workforce Innovation.
- C. Permit persons duly authorized by Family Central and/or the Coalition to access inspect and/or copy any papers, documents, facilities, goods or services of the Provider which are relevant to this Rate Agreement and to interview any clients or employees of the Provider to ensure the satisfactory performance of the terms and conditions of this Rate Agreement. Failure to allow access to duly authorized persons may result in non-payment for that day and provider termination from the School Readiness Program.
- D. Not discriminate against participants in the school readiness program or employees because of age, race, creed, color, disability, national origin, or gender.
- E. Not hold itself out, nor should its employees hold themselves out, as employees, agents, servants, joint venturers, partners or representatives of Family Central or the Coalition.
- F. Keep confidential all information concerning all children and their families required to be kept confidential by law and provide adequate security in its record keeping to preserve confidentiality.

G. Return to Family Central any overpayment due to unearned funds or funds disallowed pursuant to the terms of this Rate Agreement that were disbursed to the Provider by Family Central. The Provider shall return any overpayment to Family Central within thirty (30) calendar days after either discovery or notification of the overpayment. If the Provider or its independent auditors discover an overpayment has been made, the Provider shall repay the overpayment within thirty (30) calendar days without prior notification from Family Central. Notwithstanding any provision in this Rate Agreement to the contrary, Family Central reserves the right to deduct from the Provider's reimbursement payment any overpayment discovered through a monitoring, audit or through any other means. If Family Central makes such a deduction from a reimbursement payment, it shall provide the Provider with notice in writing of the reason for the deduction and the amount of the deduction at the time the reimbursement payment is made.

H. Submit the final invoice for payment to Family Central no more than twenty (20) days after termination of the Rate Agreement; if the Provider fails to do so, all right to payment is forfeited, and Family Central will not honor any requests for payment submitted after the aforesaid time period. Any payment due under the terms of this Rate Agreement may be withheld until all evaluation and financial reports due from the Provider, and necessary adjustments thereto, have been approved by Family Central.

I. Comply with all applicable federal, state and local laws and regulations, including but not limited to, requirements of local fire and health authorities, the Palm Beach County Child Care Ordinance, and Chapters 65C-20, 65C-21 and 65C-22, Florida Administrative Code. Failure to comply with federal, state or local regulations may result in termination and/or non-payment of child care services.

J. Accept a school readiness child only after receiving authorization from Family Central. Services will be provided by the Provider, and payments made by Family Central, upon receipt by the Provider of a copy of a completed certificate sent via fax or e-mail to the Provider from Family Central. The original certificate will be provided to the parent/caregiver.

K. Maintain current documentation on each child, including authorization, enrollment, attendance, and termination records. The Provider is required to maintain a sign-out sheet which parents/guardians must utilize each day their children are in attendance. Parents/Guardians must sign their children out every day, signing their full first and last name. Sign-out sheets must be kept for five years and must be available for inspection by Family Central, the Coalition and/or other subsidized child care funding sources. Sign-out sheets must match attendance sheets. Reimbursement payments will be adjusted accordingly to reflect any discrepancies. In the event of a discrepancy between a sign-out sheet and an attendance sheet, the sign-out sheet shall control. The Provider will be liable for prosecution under State law for fraudulently misrepresenting a child's attendance and/or sign-out roster and Family Central will follow prescribed procedures to reclaim these funds.

L. Maintain hours of service from **6:45 A.M. to 8:45 A.M.; 2:00 P.M. to 6:00 P.M.; 7:30 A.M. to 6:00 P.M. M-F (5) days per week** on a school year basis (hours vary by school site and some sites may provide summer camp). The Provider must notify Family Central in advance of any changes to its scheduled hours or days of operation.

M. **Indemnity.** The School Board recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School Board has under said statute.

N. Maintain any liability and/or accident insurance as required by law, including but not limited to, any insurance required by child care licensing regulations. Any insurance coverage beyond that required by law is optional. Family Central and the Coalition, however, strongly recommend that the Provider maintain liability and accident insurance. If the Provider is a child care facility or family day care home and maintains liability and/or accident insurance covering its business: (a) Family Central and the Coalition shall be named as additional insureds (with the exception of worker's compensation insurance for all providers and automobile liability insurance for family day care homes), (b) the Provider shall furnish Family Central with written verification supporting the existence of such

insurance coverage, and (3) the Provider shall notify Family Central in writing at least thirty (30) days in advance of any anticipated material change in coverage or cancellation. The Provider must comply with the insurance requirements of this paragraph before reimbursement payments will be made.

- O Submit to monitoring by Family Central at least once a year to ensure compliance with this Rate Agreement. If deficiencies are noted, they shall be corrected by the Provider in accordance with a written corrective action plan that includes time lines for correcting deficiencies.
- P. Immediately report any known or suspected child abuse or neglect to the Florida Department of Children and Families through the Child Abuse Registry (1-800-96-ABUSE).
- Q. Report any unexcused absence or seven consecutive excused absences of an At Risk child of any age 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.
- R. Agree to attempt to settle any dispute through the Family Central Grievance process. In the event the provider fails to first go through the Family Central Grievance process, the Provider shall pay all Family Central costs and fees including attorneys' fees relating to any action the provider may take.

**II. Family Central Responsibilities.** Family Central shall:

- A. Assist the Provider in accessing training on the Coalition-approved developmental screening tools and provide follow-up and technical assistance to the Provider as needed with respect to developmental screening.
- B. Conduct monitoring of the Provider at least once a year to ensure compliance with this Rate Agreement, and child care attendance policies.
- C. Provide information to 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.
- D. Notify the provider of AT-Risk children.

**III. Termination.**

- A. **Termination With Notice.** This Rate Agreement may be terminated by Family Central with or without cause upon no less than 30 days notice for reasons including, but not limited to:
  1. Funds to finance this Rate Agreement become unavailable; or
  2. The Provider breaches this Rate Agreement.
- B. **Termination Without Notice.** This Rate Agreement may be terminated by Family Central without prior notice if:
  1. The Provider fraudulently reports false information to Family Central regarding the attendance of children at the child care program;
  2. Any child care license required in order for the Provider to provide child care is revoked or not renewed by the licensing authority.

3. If the Provider is not subject to licensure by a licensing authority and Family Central is directed by the Coalition to terminate this Rate Agreement due to a concern for the health and/or safety of the child(ren) in the Provider's care.

C. **Automatic Termination.** This Rate Agreement shall immediately terminate upon the expiration or termination of Family Central's contract with the Coalition.

IV. **Method of Payment.**

- 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.
- B. **Parent Fees.** The authorized sliding scale parent fee shall be deducted from the negotiated rate before payment is made to the Provider. It shall be the responsibility of the Provider to collect the parent fee, except that Family Central will assist in collecting up to two weeks of parent fees if two weeks or less of parent fees are past due and need to be collected prior to a transfer of a child to a different child care provider.
- C. **Child Care Executive Partnership.** If the Provider participates in the Child Care Executive Partnership Program, the Provider's portion of matching funds may be deducted from the negotiated rate before payment is made to the Provider.
- D. **Monthly Invoices.** The Provider will be paid by a Coalition payment vendor on the basis of monthly invoices that report the eligible enrollment on a daily basis. The invoices shall be submitted on the Attendance Sheet and Documentation of Absences forms provided by Family Central for this purpose. The Provider shall submit monthly invoices consisting of the attendance and reimbursement request forms to Family Central not later than the fourth (4<sup>th</sup>) calendar day of the month following the month in which services were provided. Monthly attendance and reimbursement forms received after that day will be included in the following month's report thus delaying the Provider's reimbursement until the next reimbursement period. The Provider forfeits all rights to payment for any monthly attendance report submitted more than 45 days following the end of the service period. Requests for reimbursement adjustments must be submitted in writing to Family Central within 45 days following receipt of payment for that service period. Fraudulent conduct by the Provider in reporting information to Family Central in connection with receiving payment hereunder will result in termination of this Rate Agreement and will be reported to the appropriate law enforcement authority or authorities.
- E. **Payments.** Reimbursement payments will be mailed or directly deposited by a Coalition payment vendor not later than the fifteenth (15th) calendar day of the month, excluding holidays, following the month for which a completed and accurate invoice (including all required attendance information) is submitted to Family Central, subject to availability of funds. Reimbursement shall be made for the eligible enrollment on a daily basis.
- F. Reimbursement at Gold Seal rates will be made only if proper documentation is submitted to Family Central. Proper documentation includes a current Gold Seal certificate from the State of Florida or a current accreditation certificate from an accrediting body recognized by the State of Florida. In no event will a Gold Seal Provider be reimbursed at a rate that exceeds the lower of the maximum Gold Seal rate as designated by the Coalition or the Provider's maximum private pay rate. If the Provider ceases to qualify at any time for payment of Gold Seal rates, the Provider will be reimbursed at the non-Gold Seal rates which shall not exceed the maximum rates for non-Gold Seal providers as

designated by the Coalition. Gold Seal Rates will be effective the first of the month following notification in writing by the provider to Family Central, Inc.

G. Reimbursement will not be made for children being paid for through a funding source other than the source of funding under this Rate Agreement.

H. **Termination of Services to Client.** The Provider shall not be entitled to reimbursement beyond the termination date as indicated on the child care certificate, or beyond such earlier date as the Provider is notified by Family Central that a child is no longer eligible for financially-assisted school readiness services or subsidized child care. To the extent possible based on the timing of information received by Family Central from a referring entity, Family Central will provide the Provider with forty-eight hours advance notice of a termination date earlier than that on the child care certificate and in any event will provide notice prior to the termination date.

**V. Reimbursement Policies.**

**A. Program Holidays**

The Provider may observe the following six (6) holidays as reimbursable holidays and may not exchange or substitute the named six holidays for another day. The Provider may observe six additional holidays that are designated by a municipal or county government or by the Provider's Board of Directors and that are observed widely among working parents whose children are enrolled in the child care program. The six additional holidays that the provider chooses may not be changed or revised during the term of this Rate Agreement.

The Provider may claim no more than twelve (12) holidays in any one fiscal year (July 1 - June 30). The Provider will be closed on the holidays checked below and on the six other days listed. Part-time children are not eligible for holiday reimbursement if they are not normally scheduled to attend that day. Holidays may not be claimed for a child during a month that the child is not in attendance.

**The School Board of Palm Beach County**

<u>Not Selected</u>	Independence Day	<u>Not Selected</u>	Labor Day
<u>Not Selected</u>	Thanksgiving Day	<u>Not Selected</u>	Christmas Day
<u>Not Selected</u>	New Year's Day	<u>Not Selected</u>	Memorial Day
<u>Not Selected</u>		<u>Not Selected</u>	
<u>Not Selected</u>		<u>Not Selected</u>	
<u>Not Selected</u>		<u>Not Selected</u>	

The Provider will also close for the following holidays and time periods. The Provider will not be reimbursed for these days.

Holidays as per School Board Calendar

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**B. Reimbursement for Absences**

The Provider will not be reimbursed if children are brought to the child care program on teacher workdays or during winter and spring breaks if the parents are enrolled in an educational program and the Provider is officially closed.

Reimbursement may be made for a total of 3 absences during a calendar month for each child. Under extenuating circumstance and with proper documentation up to an additional 7 (seven) 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.

Reimbursement will not be made for each day entered on the attendance log as "N" or not reimbursable.

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.

If the Provider determines that a parent does not intend to return a child to the child care program, then the child must be terminated from the child care program, and future days are non-reimbursable. These non-reimbursable days must be coded as "T" on attendance sheets.

If a child is absent for five (5) consecutive days and the parent does not contact the Provider, the Provider shall notify Family Central and Family Central shall determine whether continued care is needed.

If the Provider provides care for any children referred by the Department of Children and Families ("DCF") as at risk of abuse or neglect, the Provider is required to contact the appropriate DCF counselor or supervisor or designated Family Central staff member by telephone immediately when an "at risk" child is absent for more than two consecutive days.

#### C. Summary of Enrollment/Attendance Codes

**E - Excused Absence**

**X - Enrolled / Present** (a day a child is present)

**A - Authorized Absence beyond 3 days** (excused absence beyond three (3) days, which has been approved by Family Central)

**H - Reimbursable Holiday**

**T - Terminated** (day child is disenrolled)

**N - Enrolled, not reimbursable.**

**VI. Renegotiation/Modification.** Modifications to this Rate Agreement shall be valid only when they have been reduced to writing and duly signed. The parties agree to renegotiate this Rate Agreement if federal, state and/or county revisions of any applicable laws or regulations make changes in this Rate Agreement necessary.

#### VII. Name, Mailing and Street Address of Payee.

The name and mailing address of the **official payee** to whom Family Central shall make payment:

Program Contact:

**JoAnne Beckner**

Program Name:

**The School Board of Palm Beach County**

Program Address:

**3300 Forest Hill Blvd., C-124**

**West Palm Beach, FL 33406-5813**

Telephone Number:

**561-434-8821**

The name of the **contact person** and street address where financial and administrative records are maintained:

Program Contact: **Elaine Cittadino**  
Program Name: **The School Board of Palm Beach County**  
Program Address: **3300 Forest Hill Blvd., C-141**  
Telephone Number: **West Palm Beach, FL 33406-5813**  
**561-434-8129**

The services purchased by this Rate Agreement will be provided at the following location:

**Designated Palm Beach County Elementary School sites**

**VIII. Miscellaneous.**

- A. **Term.** This Rate Agreement is effective as of **July 1, 2007**, and will automatically terminate on **June 30, 2008** hereinafter referred to as the "Agreement Period" unless terminated earlier as provided herein.
- B. **Assignment.** Neither Party may assign its interest under this Rate Agreement except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. Without limiting or restricting the generality of the foregoing, it shall not be unreasonable for a party to deny its consent where, in its opinion, acting reasonably, the proposed assignee, purchaser or transferee lacks the capacity or resources necessary to ensure the proper conduct and completion of its obligations under this Rate Agreement over the remaining portion of the Contract Period. No assignment shall operate to release the assigning Party from its obligations hereunder unless such Party is expressly released from its obligations by the other Party.
- C. **Inurement.** This Rate Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Rate Agreement, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.
- D. **Waiver.** No waiver by any Party of one or more defaults by any other Party in the performance of any provisions of this Rate Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
- E. **Headings.** The headings in this Rate Agreement are inserted for convenience or reference only and shall not affect the meaning or construction hereof.
- F. **Entire Agreement.** This Rate Agreement represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.
- G. **Amendment.** This Rate Agreement may not be amended without the execution of a written document by all Parties hereto.
- H. **Governing Law and Venue.** This Rate Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Venue for purposes of any action brought to enforce or construe this Rate Agreement shall be in Palm Beach County, Florida.

IN WITNESS THEREOF, the parties have caused this \_\_\_ page Rate Agreement 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 on behalf of  
**The School Board of Palm Beach County-(SACC)**

**PROVIDER:**

**FAMILY CENTRAL, INC.**

**School Board of Palm Beach County**  
(Program's Corporate Name)

**The School Board of Palm Beach County-(SACC)**  
d/b/a

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** William Graham  
(please print)

**Name:** Barbara A. Weinstein, Ed.D.

**Title:** Board Chairman

**Title:** President/Chief Executive Officer

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

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

**Signature:** \_\_\_\_\_

**Approved As To Form  
And Legal Sufficiency**  
*Barbara Weinstein 8/2/07*

**Name:** Arthur C. Johnson, Ph.D

(please print)

**Title:** Superintendent of Schools

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

Federal I.D. or SS #: **59-6000783**

(V)