



# SCHOOL READINESS SERVICE AGREEMENT

## FAMILY CENTRAL, INC.

### PARTIES AND TERMS OF CONTRACT

#### A. General Terms.

- Parties:** This contract is entered into this 23<sup>rd</sup> day of July, 2013 by and between Family Central, Inc. ("Family Central") and Provider: The School Board of Broward County, Florida (herein referred to as the "Provider") with principal offices located at 600 SE Third Avenue Fort Lauderdale, FL 33301 (this contract, hereinafter referred to as the "Service Agreement"). In accordance with Florida Statute 411.01, and the most current grant agreement between Florida Office of Early Learning ("OEL") and the Early Learning Coalition of Broward County, Inc. (herein referred to as "Coalition"), the Coalition contracts with Family Central to carry out administrative activities associated with client and provider eligibility determination, application processing, provider payment and slot management associated with Florida's School Readiness (hereinafter referred to as "SR") program as the term is described in Florida Statute 411.01, in Broward County, Florida. The SR program services that Family Central is required to provide pursuant to the SR program services contract between the Coalition and Family Central includes, but is not limited to determining the financial eligibility of families to participate, awarding financial assistance, and enrolling eligible children in qualified SR programs, as well as determining the eligibility of qualified early care and education programs to participate as a SR program. Funding for SR program services provided under this Service Agreement is made available through the Coalition, as well as other funding sources. The purpose of this Service Agreement is to establish responsibilities, terms, and conditions for payment to the Provider for SR program services provided under this Service Agreement in Broward County. The Parties acknowledge that the existence of this Service Agreement does not require or guarantee enrollment of children in the Provider's early care and education program.  
It is mutually understood and agreed among the parties to this Service Agreement that the Provider is at all times acting and performing as an independent contractor. The Provider is not a subcontractor of Family Central and Family Central shall neither have nor exercise any control or direction over the methods by which the Provider shall perform its work and functions, including, but not limited to the day to day operations of the Provider. Nothing in this Service Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Each party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, employees, and servants during the performance of this Service Agreement. No party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any party unless the same is provided for pursuant to the terms and conditions this Service Agreement
- Term:** This Service Agreement is for a one-year term, for the period 2013 – 2014 state fiscal year. **(Term)**
- This Service Agreement begins on July 1<sup>st</sup> of the fiscal year or on the date on which the contract is signed by the last party required to sign the Service Agreement, whatever occurs last, and the Service Agreement ends on June 30<sup>th</sup> of the fiscal year indicated provided that the Service Agreement has not been terminated earlier pursuant to the terms and conditions of the Service Agreement.

4. **Effective Date of Service Agreement Activities:** Providers will be reimbursed for any SR program services provided on or after the effective date of this Service Agreement. Providers will not be allowed to enroll eligible children receiving financial assistance from SR program funds into their early care and education program without a Service Agreement that has been approved by Family Central and executed by all parties. Provider will not receive nor be entitled to payment for SR program services before this Service Agreement is fully executed by both parties or after expiration of the Service Agreement.
5. **Applicable Law:** Provider agrees to comply with any and all applicable federal, state and local laws and regulations in performing services funded under this Service Agreement including, but not limited to, the following:
  - Broward County Child Care Ordinance;
  - Chapter 65C-20 or Chapter 65C-22, Florida Administrative Code ("F.A.C.");
  - Chapter 402, Florida Statutes;
  - Chapter 435, Florida Statutes;
  - 42 U.S.C. §9858, et seq.;
  - 45 Code of Federal Regulation ("C.F.R.") §98;
  - 45 C.F.R. §99;
  - Chapter 411, Florida Statutes;
  - Chapter 6M-4, F.A.C.;
  - Chapter 6M-9, F.A.C; and
  - Chapter 273.02, Florida Statutes

The Provider represents and warrants that it has complied with all applicable background screening requirements under Florida law including those required by Chapters 402 and 435, Florida Statutes, as amended by Chapter 2010-114, Laws of Florida. The Provider shall maintain records of all background screening results and such records shall be made available to Family Central or the Coalition upon request. Failure to comply with any applicable federal, state, or local laws or regulations shall be considered a default as set forth in Section E of this Service Agreement may result in termination hereunder or non-payment for SR program services rendered pursuant to this Service Agreement during said period of non-compliance.

6. **Policies:** In addition to those policies and procedures as promulgated by OEL, the Coalition, and Family Central, the Provider agrees to comply with all policies and procedures as stated in the Broward Eligibility, Determination and Enrollment and Slot Management and Payment Policy Handbook (available at [www.familycentral.org](http://www.familycentral.org)), as the same may be amended from time to time. In the event of any amendment of the aforementioned policy handbook, Family Central will provide written notification to the Provider.
7. **Eligible Child Care Provider:** In order to receive state or federal funds under this contract, Provider must be an eligible child care provider as defined under 45 C.F.R. 98.2 and as identified in Chapter 411.01, Florida Statutes, as the aforementioned statutes and regulations may be amended from time to time. If Provider fails to maintain its status as an eligible child care provider, this Service Agreement is automatically terminated. Provider agrees to notify Family Central immediately if it ceases to be an eligible child care provider. Provider shall provide written follow-up notification to Family Central within 2 business days of the initial, immediate notification, including additional information regarding the status of its meeting the requirements to be an eligible child care provider under federal and state law.

The Parties agree as follows:

**B. Provider Responsibilities.** The Provider shall:

1. **Child Care Authorization:** Accept a SR child only after receiving authorization from Family Central according to Chapter 6M-4, F.A.C. Initial authorization may be by phone. The approval will arrive from Family Central via fax or mail to the provider.
2. **Records Retention:** Retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Service Agreement for five (5) years from the date of submission of the final reimbursement request under this Service Agreement or until the resolution of any audit findings or any litigation relating to this Service Agreement, whichever occurs last. Provider shall comply with all record retention requirements of Sections 119.021 and 411.011, Florida Statutes, as those statutes and laws may be amended from time to time, as well as all other requirements of law. All child records including attendance, developmental screening and child assessment documentation shall be delivered to Family Central on the last business operating day if the Provider ceases to do business during the record retention period. Provider will cooperate with Family Central to facilitate the duplication and transfer of any and all records upon request by Family Central. Provider shall ensure that there are adequate data security measures in place for those records that are pertinent to this Service Agreement and that are in its possession during the term of the Service Agreement. Provider shall also ensure that its data security measures are in accordance with all applicable federal and state laws. In the event there is conflict between the records retention requirements of this Service Agreement and any applicable Florida Statutes, the applicable Florida Statutes will control.
3. **Record Sign-In/Out:** Ensure that all records pertinent to the Service Agreement, including but not limited to sign-in/sign-out sheets (to include name, time in/out, including a.m. and p.m. for those Providers offering extended care, and parent/guardian signatures), attendance records, and health report forms, 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, the Department of Education, or Florida's Office of Early Learning. A parent/guardian's signature on the sign-in/sign-out sheet must include both first and last name where required pursuant to the Provider's organizational policies.

In the event the Provider is unable to produce sign-in/sign-out sheets on-site as set forth herein, reimbursement shall not be made for any days for which a completed sign-in/sign-out sheet is not immediately available on-site at the Provider's location. In no event may an officer, employee, or volunteer of the Provider sign a child in or out except when it is logistically impossible for the parent/guardian to physically sign the child in or out (such as where the child rides the bus) and where the parent/guardian has expressly consented in writing to an officer, employee, or volunteer of the Provider signing the child in or out. In such cases, the parent/guardian must sign a statement at least once a month verifying their child's attendance for the preceding month for payment purposes. In addition, the Provider must comply with all applicable licensing requirements in this Service Agreement to verify attendance for payment.

4. **Financial Records:** Establish and maintain books, records, and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds received by the Provider under this Service Agreement.

5. **Facility Access:** Permit persons duly authorized by Family Central, the Coalition, and/or Florida's Office of Early Learning to access inspect and/or copy any papers, documents, facilities, goods or services of the Provider which are relevant to this Service Agreement and to interview any clients or employees of the Provider to ensure the satisfactory performance of the terms and conditions of this Service Agreement.
6. **Non-discrimination:** Not discriminate against participants in the SR program or against the Provider's employees because of age, race, creed, religion, color, disability, national origin, sexual orientation, marital status, or gender. The Provider shall provide a harassment-free workplace and shall investigate any allegations of harassment or discrimination.
7. **Pro-Children Act:** Comply with the Pro-Children Act of 1994, 20 United States Code ("U.S.C.") 6083, as the same may be amended from time to time, which prohibits smoking in child care facilities. Failure to comply with the provisions of the law may result in certain penalties as set forth in said law, which include, but are not limited to the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
8. **Representation:** Not hold itself out, nor should its employees, agents, or volunteers hold themselves out, as employees, agents, servants, joint ventures, partners or representatives of Family Central or the Coalition.
9. **Developmental Screening:** Participate in the SR Child Screening Process, as set forth in Rule 6M.4.72, F.A.C. and according to the procedures set by the Coalition. The SR Child Screening Process is designed to identify children in need of further evaluation for special needs. The Provider is responsible for ensuring that all children enrolled in a SR program have, at a minimum, an annual completed *Ages and Stages Questionnaire (ASQ)* and *Ages and Stages Questionnaire-Social Emotional (ASQ-SE)* developmental screening in their files conducted within 45 days of enrollment for new children or within 45 days of the child's birth date. The Provider shall permit persons duly authorized by Family Central and/or the Coalition to provide developmental screening training services off-site or on-site at the Provider's location where SR program services are provided.
10. Fully participate and cooperate in all aspects of developmental screening and follow-up child assessment, which includes providing updated parent contact information, completing developmental screening checklists (for newly enrolled children within 45 days of enrollment and for all other children within 45 days of the child's birth date), encouraging parental involvement, and returning developmental screening checklists in the manner required, by the Coalition or their designee. The Provider further agrees to provide relevant feedback on a child's progress to both the child's parent/guardian and the Coalition or their designee, gained during the developmental screening process according to procedures identified by the Coalition or its designee.
11. **Child Assessment:** Administer age-appropriate assessments to children when they enter and leave the program, as set forth in Florida Statutes 411.01(5) (c) 2.d, as the same may be amended from time to time. The Provider is required to conduct child assessments consistent with Coalition policies and procedures Please Type Assessment Tool and Published Date Below:  
Teaching Strategies Gold 01/01/2010
12. **Music:** Provide music appropriate for each age, including classical music, daily for all children birth to 10 years.
13. **Reading:** Read to all children birth to 10 years for a minimum of 30 minutes each day.
14. **Brain Development:** Foster brain development for children from birth to ten years of age in an environment that helps children attain the performance standards adopted in accordance with

411.0106, F.S., 411.01(4)(d)8, as the same may be amended from time to time, and according to child development norms for all other children.

- 15. Developmentally Appropriate and Character Development Curriculum:** Utilize OEL's approved developmentally appropriate curriculum including character development for each class that meets the State of Florida Performance Standards according to 6.M. 4.710 F.A.C.

Please type Curriculum Name and Published Date Below:

Creative Curriculum

01/01/2010

- 16. Child Discipline:** Ensure that child discipline practices are age-appropriate and not severe, humiliating or frightening. Under no circumstances shall children being served by the Provider be subjected to discipline that is associated with the withholding or limiting of any food, rest, or toileting. Spanking or any other form of physical punishment is strictly prohibited.
- 17. Confidentiality:** Ensure confidentiality of all information and data concerning all children and their families required to be kept confidential by law, including, but not limited to personal information contained in records that are confidential and exempt from Section 119.07, Florida Statutes, and Section 24(a), Art. I of the State Constitution, and the confidentiality provisions of Sections 119.071, and 411.011, and 456.057, as the same may be amended from time to time, where applicable. Provider shall comply with privacy measures and requirements of the Health Insurance Portability and Accountability Act (HIPAA), to the extent applicable and as the same may be amended from time to time, if applicable. Provider shall also provide adequate record and data security to preserve confidentiality and privacy of all children and their families. The confidential information and data of all children and their families must be protected in a manner that does not disclose, disseminate, and/or utilize the personal identification or related information or data of children or their families by persons or entities other than those authorized to receive the records pursuant to this Service Agreement and applicable federal and Florida law.
- 18. Payment Discrepancies and Availability of Funds:** Return and/or reimburse Family Central any overpayment made under the Service Agreement including, but not limited to, any payment for a cost disallowed under federal or state law. The Provider shall return any overpayment to Family Central within twenty (20) calendar days after either discovery or notification of the overpayment by Family Central. If the Provider or its independent auditors discover an overpayment has been made, the Provider shall repay the overpayment within twenty (20) calendar days of said discovery without prior notification from Family Central. Notwithstanding any provision in this Service Agreement to the contrary, Family Central reserves the right to deduct from the Provider's reimbursement payment any overpayment or disallowed costs 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. Notwithstanding the foregoing, Provider acknowledges and agrees that payment to the Provider as stated in this Service Agreement shall be subject to the availability of funds and all payment obligations under this Service Agreement are contingent upon an annual appropriation by the Florida Legislature, and funding by the Coalition and other funding sources, as applicable.
- 19. Invoice Submission:** Submit the final invoice for payment to Family Central no more than twenty (20) days after termination or expiration of the Service Agreement; if the Provider fails to do so, all rights to payment are forfeited, Family Central will not honor any requests for payment submitted after the aforesaid time period. Any payment due under the terms of this Service Agreement may be withheld until all evaluation and financial reports due from the Provider and necessary adjustments thereto, have been approved by Family Central.

20. **Military Subsidy:** Notify Family Central if it receives military subsidy payments through or from the National Association for Child Care Resource and Referral Agencies (NACCRRRA), or any legal successor organizations, on behalf of any child enrolled in Provider's SR program. Provider understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If Provider fails to report receipt of such military subsidy payments, Provider will be subject to fraud investigation and applicable penalties for violation of the requirements of the SR program.
21. **Child Documentation:** The Provider understands that knowingly providing false information, omitting requested or required information, signing inaccurate attendance documents or failing to promptly report changes that will directly affect the Provider's eligibility to provide SR services will constitute a default hereunder and may result in payment being withheld, required reimbursement for any unauthorized payments and/or termination of this Service Agreement. Provider further understands that it may be reported by Family Central or the Coalition to the Florida Department of Law Enforcement or any other appropriate law enforcement agency for any suspected fraudulent or criminal conduct.
22. **Health Care Records:** Obtain, maintain and secure any and all health care records for each child that receives SR program services funded under this Service Agreement, which includes information concerning a child's age-appropriate immunizations, physical development and other health requirements as necessary, including age-appropriate vision and hearing screenings and examinations in accordance with applicable state and local law and associated policies.
23. **Provision of Services Change:** Notify Family Central in writing at least two (2) business days in advance of any changes that will affect, limit, interrupt or discontinue the Provider's provision of services under this Service Agreement including, but not limited to, any change of a director or owner of a facility, accreditation status, public rates, or temporary emergency closings. For changes involving permanent business closings or change in location where services will be provided, such changes shall be reported within ten (10) business days prior to the change. Emergency closing compensation for the Provider will be handled in accordance with Rule 6M-4.501, F.A.C, as the same may be amended from time to time. Failure to provide written notification as set forth herein shall be considered a default under the Service Agreement.
24. **Child Care Resource & Referral Network:** Provide program and business information to Family Central for inclusion in the Child Care Resource and Referral Network as the term and program is described in Section 411.0101, Florida Statutes, and be responsible for ensuring that Family Central has up-to-date business and contact (including emergency contact) information for distribution to families seeking child care information in Broward County. Program and business information shall be provided by completing the applicable form located at [www.familycentral.org](http://www.familycentral.org). Failure to report changes in program and business information may constitute default and could result in termination of this Service Agreement.
25. **Hours of Service:** Maintain hours of service from <sup>7:30</sup> am to <sup>2:00</sup> pm, ( 5 ) days per week on a year-round basis. The Provider must notify Family Central in advance of any changes to its scheduled hours or days of operation. In no event may the Provider maintain hours of operation that are not in compliance with applicable Florida or local law.
26. **Indemnification and Notification of Legal Action:** To the extent permitted by law, be liable for, and indemnify, defend, and hold Family Central and the Coalition and all of their officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the Provider, its agents, officers, subcontractors, or employees during the performance or operation of this Service Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including,

without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. To the extent considered necessary by Family Central, any sums due to the Provider under this Service Agreement may be retained by Family Central until all of Family Central's and if applicable, the Coalition's claims for indemnification pursuant to this Service Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Family Central. The parties agree that such indemnification obligations shall survive the expiration or termination of this Service Agreement. After the highest appeal is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorneys' fees relating to these obligations and their enforcement by Family Central or the Coalition. Family Central's or the Coalition's failure to notify the Provider of a claim shall not relieve the Provider of these duties. The Provider shall not be liable for the sole negligent acts of Family Central or the Coalition.

The parties acknowledge that if the Provider is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, Provider agrees to be fully responsible for 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 which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Service Agreement or any other contract.

During the term of the Service Agreement, the Provider shall notify Family Central and the Coalition of any pending or potential legal actions taken against it such as lawsuits, claims, or special proceedings, related to or arising from services provided pursuant this Service Agreement or that may impact the Provider's ability to deliver the contracted SR program services, or adversely impact Family Central, the Coalition and/or the recipients of the Coalition's SR program. Family Central and the Coalition will be notified in writing within twenty-four (24) chronological hours of the Provider becoming aware of such action or from the day of the legal filing of said action, whichever is earlier.

27. **Cooperation:** Fully cooperate with the Family Central, the Coalition, OEL and any applicable state and federal authority regarding any fraud or other type of investigations. Cooperation shall include, but not be limited to the production of any requested documents and the commitment to make available any witnesses to testify when requested by the aforementioned entities.
28. **Warranty of Ability to Perform:** Warrant that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Provider's ability to perform under the Service Agreement. The Provider shall immediately notify Family Central in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Service Agreement.
29. **Insurance:** Maintain any liability and/or accident insurance as required by law, including but not limited to, any insurance coverage required by applicable childcare licensing regulations. If the Provider is a child care facility or family child care home and maintains liability and/or accident insurance covering its business pursuant to applicable law, said insurance policy and/or applicable coverage shall include the following: (a) name Family Central and the Coalition shall as additional insureds (with the exception of worker's compensation insurance for all providers and automobile liability insurance for family day care homes), (b) furnish Family Central with written verification supporting the existence of such insurance coverage, and (c) 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 for any SR program services.



Notwithstanding anything herein to the contrary, if the Provider is other than a child care center or family day care home and provides care for one or more children in a home, the Provider must maintain homeowners liability insurance (or other similar insurance if the home is rental property) for the location where SR program services funded by this Service Agreement are provided to SR program recipients. This provision does not apply to the extent the Provider is a governmental entity that is self-insured pursuant to Section 768.28(16), Florida Statutes, as the same may be amended from time to time.

- 30. Monitoring:** Submit to monitoring by Family Central, the Coalition, or any of its agents to ensure compliance with this Service Agreement. If any monitoring of the Provider reveals any deficiencies concerning the Provider's contracted SR program services, or the operation of its business at its service location, the Provider shall correct said deficiencies in accordance with applicable law and a written corrective action plan. The written corrective action plan must be approved by Family Central and the Coalition if the Coalition determines such approval is necessary. The written corrective action plan shall include, but not be limited to, a timeline with due dates for correcting said deficiencies. Failure by the Provider to correct any documented deficiencies in accordance with an approved written corrective action plan may result in termination of this Service Agreement.
- 31. Incident Reporting:** Acknowledge that the Provider, as well as its employees and agents, are mandatory reporters for purposes of Florida Statute 39.201 and the Provider shall immediately report any known or suspected child abuse, neglect, abandonment, lack of supervision, or exploitation to the Florida Department of Children and Families ("DCF") through DCF's Child Abuse Registry (1-800-96-ABUSE). The Provider shall also report any such incidents as described herein to Family Central within one (1) hour of discovery of said incident and submit a written follow-up report to Family Central within three (3) business days of the incident.
- Provider shall report any and all risk incidents to Family Central within one (1) hour of learning of the incident and submit a written follow-up report to Family Central within three (3) business days of the incident. A "risk incident" is defined as: a) any event involving the health, safety and welfare of any child in its care during the term of the Service Agreement; b) any event that is likely to place the Provider, Family Central or the Coalition at potential risk of liability or a claim and/or proceeding being potentially filed against the Provider, Family Central or the Coalition; c) an event that would cause negative publicity or scrutiny, whether by the media or by a federal, state, or local governing agency, to be brought against the Provider, Family Central or the Coalition; or d) an event that could result in a substantial negative financial impact or finding against the Provider, Family Central, or the Coalition due to the Provider or its employees failure to comply with the Service Agreement or applicable governing laws.. Examples of risk incidents include, but are not limited to: accusations of abuse or neglect against the Provider or Provider's staff; serious accidents involving children or staff at the Provider's facility; any event that may result in negative publicity for the Provider, Family Central, or the Coalition; misuse, mismanagement, and/or misappropriation of funds by the Provider or its employees; or arrest and/or conviction of an employee of the Provider for a criminal act or activity.
- 32. Phone Line, Internet Access, and E-mail:** Ensure that the Provider has at least one (1) landline telephone to make or receive phone calls at all times. Additionally, Provider is required to have access to the internet at the early care and education facility where SR program services are being provided to SR program recipients as well as identify, maintain and monitor all e-mail addresses used by the Provider to communicate with Family Central and if necessary, the Coalition and assist in providing SR program services to those SR program recipients.
- 33. Absence Reporting:** Report to ChildNet's hotline at (954) 414-6000 X 3887, by noon on the day of an *unexcused* absence or by noon of the seventh (7<sup>th</sup>) consecutive *excused* absence of any

age child referred for protective services under the "BG1" billing group funding identified on the Provider attendance sheet. The Rilya Wilson Act, as the same is amended from time to time, establishes these reporting requirements for children 3 to 5 years old. This absence reporting requirement shall apply to all children referred for protective services of any age in a SR program.

34. **Quality Initiatives:** Indicate the Provider's desire to voluntarily participate in quality initiatives offered through the Coalition  YES or  No.
35. **Computer-related Crimes:** Comply with the Computer-Related Crimes Act, Florida Statutes, 815.00, as well as any other applicable law, as the same maybe amended from time to time. Provider shall demonstrate due diligence in safeguarding the Provider's information resources by establishing policies and procedures for information systems security that are consistent with the policies of Florida's Office of Early Learning.
36. **COOP:** Maintain a Continuity of Operations Plan (hereinafter referred to as "COOP"), which identifies steps to be taken in the event of an emergency or natural disaster that may affect the health, safety, or welfare of children and Provider's staff at the SR program service location.
37. **Professional Development:** Ensure Provider staff meets all training and professional development requirements in accordance with applicable accreditation standards and/or state and local law. Provider staff development requirements can be found in Section 402.301 – 402.319, Florida Statutes,; Rule 65C-20, F.A.C.; Broward Child Care Facility Ordinance; Provider's Accredited Standards, as applicable. Provider agrees to participate in the Florida Professional Development Registry as available and as set forth in Section 411.01(5) (c) 1.c. Florida Statutes, as the same may be amended from time to time.
38. **Ratio:** Provider shall maintain the required staff to child ratio in accordance with applicable state and local law. Provider staff ratios can be found in Broward County Child Care Ordinance, and Sections 411.01(5) (c) 2e, 402.302(7) & (8), and 402.305(4), Florida Statutes, as the ordinance and statutes may be amended from time to time.
39. **Sponsorship Advertisement:** If the Provider sponsors a program financed wholly or in part by state funds, including any funds obtained through this Service Agreement, the Provider, in accordance with Florida Statutes 286.25, as the same may be amended from time to time, shall state: "Sponsored by (Provider's name) and Early Learning Coalition of Broward County, Inc." and the "Florida's Office of Early Learning" if the Provider publicizes, advertises, or describes the sponsorship of the program in any promotional or information material, or through any media outlet. If the sponsorship reference is in any written format, the words "Early Learning Coalition of Broward County, Inc." and "Florida's Office of Early Learning" shall appear in the same size letters or type as the name of the Provider.

**C. Family Central Responsibilities.** Family Central shall:

1. **Eligibility Determination:** Determine and ensure the eligibility requirements of Providers to participate as a SR program provider are met and maintained in accordance with applicable federal, state, and local law.
2. **Monitoring:** Conduct monitoring of the Provider at least once a year to ensure compliance with this Service Agreement, including but not limited to the child care attendance policies of this Service Agreement. Family Central reserves the right to conduct monitoring more frequently and without advance notice to the Provider.

3. **Payment Reimbursement:** Process payment to the Provider for reimbursement for SR program services provided by the Provider under this Service Agreement. Payments to the Provider as stated herein shall be subject to the availability of funds and all payment obligations under this Service Agreement are contingent upon an annual appropriation by the Florida Legislature, and funding by the Coalition and other funding sources, as applicable.
4. **'BG1' Referral Notification:** Notify the Provider of any age child referred for protective services including those children who are subject to the Rilya Wilson Act, as the same maybe amended from time to time. (Florida Statutes 39.604.).

#### **D. Termination.**

1. **Termination at Will:** This Service Agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. If sufficient notice of termination by the Provider is not provided as stated herein, Family Central may refuse to issue the final reimbursement payment to Provider for its SR program services.
2. **Termination Due to the Lack of Funds:** In the event funds to finance this Service Agreement become unavailable, Family Central may terminate this Service Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Under this circumstance, notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. Family Central shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Service Agreement to another program thus causing "lack of funds." In the event of termination of this Service Agreement, the Provider shall be compensated for any work satisfactorily completed prior to the time of termination.
3. **Termination for Breach:** This Service Agreement may be terminated by Family Central for default or other nonperformance or non-compliance with this Service Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Non-performance or noncompliance by the Provider shall include, but not be limited to the following: a) revocation or suspension of child care licensing by the licensing authority b) failure of a Provider not subject to licensure by a licensing authority to maintain the health, safety and welfare of SR program recipients and children in the Provider's care as determined by the Coalition c) failure of personnel of Provider to have required background screenings d) failure to correct or remedy a deficiency upon being placed on notice by Family Central or the Coalition as set forth in this Service Agreement and e) Provider is a licensed child care facility and is charged with more than two Class 1 violations or Three Class 2 violations or a combination of three Class 1 and Class 2 violations by Broward County Child Care Licensing and Enforcement within a two (2) year period. The terms "Class 1 violations" and "Class 2 violations" shall have the same meaning as provided in 65C-20, F. A. C.
4. **Annual Appropriation:** Any obligation to pay under this Service Agreement is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Service Agreement. In the event the federal, state, and/or local funds upon which this Service Agreement is dependent are withdrawn or redirected, this Service Agreement shall be terminated immediately and Family Central shall have no further liability to the Provider beyond that already incurred prior to the termination date. In the event that this Service Agreement is terminated for any reason, the Provider agrees to assist Family Central in the smooth transition of services by promptly providing to Family Central all of the Provider's records and non-expendable property as described in Section 273.02, Florida Statutes, purchased with the Coalition's funds in the Provider's possession to Family Central.

5. **Termination Due to Implementation of Statewide SR Provider Agreement:** In the event the State of Florida mandates the use of an OEL approved standard form SR provider agreement (hereinafter referred to as the "Statewide Agreement") to be utilized by the Coalition and/or Family Central that is different in form or content from the Service Agreement, the parties agree that this Service Agreement will terminate effective upon the date that use of the Statewide Agreement is mandated. The Coalition and/or Family Central agrees to attempt to negotiate a contract with the Provider based on the Statewide Agreement so long as the Provider is not in breach of the Service Agreement at the time of and during said negotiations. The Coalition and/or Family Central may enter into a temporary agreement for the Provider to provide SR program services until such time the parties have entered into Statewide Agreement with the consent of OEL; however, in no event shall such temporary agreement exceed (60) sixty days from the date of termination of the Service Agreement as set forth herein without the written approval of the OEL and, if applicable, the Coalition.
6. **Termination of SR program services contract between the Coalition and Family Central:** In the event the contract between the Coalition and Family Central, Inc. to provide SR program services pursuant Section 411.01, Florida Statutes, which is the basis for this Service Agreement, is terminated by either party to said contract or is expired so that Family Central no longer contracts with the Coalition to provide the services described in this Service Agreement, the Coalition shall succeed to the interest of Family Central under the Service Agreement with said Service Agreement remaining in full force and effect between the Coalition and the Provider. The Coalition, as a successor in interest to Family Central, shall perform the functions and obligations of Family Central pursuant to the same terms and conditions of the Service Agreement so long as there exists no Event of Default by the Provider under said Service Agreement for the remainder of the unexpired Term of the Service Agreement, or until such time said Service Agreement is assigned to a Lead Agency, as the term is defined herein, whichever is earlier. For purposes of this paragraph, "Lead Agency" shall mean a successor entity to Family Central under this Service Agreement who contracts with the Coalition to handle, monitor, and supervise child care providers, as well as provide any reimbursement for work performed pursuant to those applicable laws and policies as set forth in Section (A) (4) and (A) (5) of the Service Agreement as it pertains to SR program services. The Coalition shall provide written notification to the Provider of its succession to the interest of Family Central within a reasonable time after the termination of the contract between the Coalition and Family Central, Inc. to provide SR program services pursuant Florida Statute 411.01.
7. Upon the execution of a contract between the Coalition and the Lead Agency, the Lead Agency shall immediately succeed to the interest of the Coalition with said Service Agreement continuing in full force and effect. The Lead Agency, as successor in interest to the Coalition as set forth hereunder, shall perform the functions and obligations described in this Service Agreement as applying to Family Central so long as there exists no Event of Default by the Provider under the Service Agreement for the remainder of the unexpired Term of said Service Agreement. Provider agrees to enter into an amendment of the Service Agreement with the Lead Agency within thirty (30) days of receipt of written notice from the Coalition to the Provider of the execution of a contract with the Lead Agency to facilitate the assignment of the Service Agreement. Except for a material change in the terms and conditions of the Service Agreement, the Provider agrees that the failure of the Provider to enter into an assignment of the Service Agreement with the Lead Agency as set forth herein shall constitute an Event of Default hereunder and said Service Agreement shall be considered a breach pursuant to Section (D) (3) of the Service Agreement. For purposes of this section, a "material change" as stated herein shall not be considered one of the following: a) correction of scrivener's errors b) changes in name, address, contact person, or other identifying information for the Provider, Coalition Lead Agency or other referenced entities or authorities or c) update of applicable federal, state and local laws as well as the policies and

procedures of OEL and the Coalition. In the event the contract between the Coalition and Lead Agency is terminated by either party to said contract, the Coalition shall succeed to the interest of the Lead Agency under the Service Agreement and the Coalition and the Provider shall follow the same process that was utilized for Family Central and the Lead Agency as set forth herein for any successor in interest to the Lead Agency and that successor in interest to the Lead Agency shall become the new Lead Agency as set forth herein.

**E. Default.**

In the event there is a breach of the terms and conditions of the Service Agreement, said breach shall constitute an Event of Default hereunder. An "Event of Default" shall mean the failure of the Provider to perform pursuant to the terms and conditions set forth in this Service Agreement and said failure to perform has not been cured within 30 day after receipt of written notice from Family Central specifying such failure, or within such other reasonable time period agreed to by both parties. Notwithstanding the foregoing, Family Central shall not be required to provide written notice and a period to cure a breach of the terms and conditions of this Service Agreement by the Provider and may terminate this Service Agreement as set forth in Section D of this Service Agreement. Waiver of a breach of any provisions of this Service Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Service Agreement.

In the Event of Default, Family Central, and if applicable, the Coalition, shall be entitled to any and all remedies in law and equity in addition to those remedies set forth in the Service Agreement and the said remedies shall survive the expiration or termination of this Service Agreement.

**F. Dispute Resolution Process.**

The Provider has the right to file a complaint with Family Central in accordance with Family Central's grievance policy in the event that the Provider believes that payment has been denied or the Service Agreement has been terminated contrary to or not in accordance with applicable laws, rules, statutes, Family Central policies or protocols, or terms and conditions of the Service Agreement.

**G. Method of Payment.**

1. **Negotiated Rates.** Payment for SR program services shall be based upon the Coalition's School Readiness Rate or the Providers' private pay rate (reported to Child Care Resource and Referral), whichever is less. 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.
2. **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.
3. **Child Care Executive Partnership.** If the Provider participates in the Child Care Executive Partnership Program as the program is described in Section 411.0102, Florida Statutes, the Provider's portion of matching funds may be deducted from the negotiated rate before payment is made to the Provider.
4. **Monthly Invoices.** Family Central will reimburse the Provider for SR program services on the basis of monthly enrollment attendance verification forms that report the Provider's eligible

enrollment on a daily basis. The attendance of the SR program recipients shall be submitted on the forms provided by Family Central for this purpose. The Provider shall submit the monthly enrollment attendance verification forms not later than the third (3<sup>rd</sup>) working day of the month following the month in which services were provided. Enrollment Attendance Verification Forms received after this date will be included in the following month's report; however, Provider will not receive reimbursement for said invoice until the next reimbursement period. The Provider forfeits all rights to any 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. (Family Central reserves the right to request documentation earlier to close out the fiscal year). If the Provider has knowing and intentionally reported information to Family Central that is false or incorrect in order to receive payment from Family Central hereunder, such actions or omissions will be considered a default hereunder and will result in termination of this Service Agreement, and the Provider will be reported to the appropriate law enforcement authority or authorities as it pertains to said conduct.

Notwithstanding the foregoing, the Provider shall be liable to return any and all funds obtained under false pretenses or through fraudulent conduct as it pertains to this Service Agreement. If Provider, after investigation and adjudication by a court, commission, agency, or board of competent jurisdiction, has been found to have fraudulently misrepresented enrollment or attendance of SR recipients or any other information in order to obtain funds related to the SR programs, Provider will not be considered eligible to contract with Family Central or the Coalition subsequent to said finding by the appropriate governing authority.

## 5. Payments.

- a. **Reimbursement:** Reimbursement payments will be mailed or directly deposited not later than the twenty-fifth (25<sup>th</sup>) day, excluding holidays, following the submission of a completed and accurate invoice (including all required attendance information) to Family Central, subject to availability of funds. Reimbursement shall be made for the eligible enrollment on a daily basis. No reimbursement will be made for children in excess of the Provider's licensed capacity at any given time. Family Central reserves the right, at its sole discretion, to limit future enrollment when a Provider has been found to be over its licensed capacity at any given time. Under no circumstances will Family Central enroll children with a Provider that the Coalition knows will cause the Provider to exceed its licensed capacity at any given time.
- b. **Gold Seal:** Reimbursement at Gold Seal rates will be made only if proper documentation is submitted to Family Central and if the entity that is providing funding for a particular child reimburses for Gold Seal rates. The term "Gold Seal" and "Gold Seal Quality Care program" shall have the meaning as set forth in 65C-20.014, F.A.C., as the same may be amended from time to time. Gold Seal rates will not be retroactive. Proper documentation includes a current Gold Seal certificate from the State of Florida and a current accreditation certificate from an accrediting body recognized by the State of Florida. In no event will a Provider with a Gold Seal certification 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 (reported to Child Care Resource and Referral). 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 or the Provider's private pay rate (maintained by the Florida's Child Care Resource and Referral Network).
- c. **Funding Source:** Reimbursement to the Provider will not be made for SR program recipients being paid for through a funding source other than the sources of funding under this Service Agreement.

d. **Withholding:** Payment for reimbursements for SR program services will be withheld when the Provider:

- (1) Fails to submit child development screenings consistent with Coalition policies and procedures, as described in paragraph B(9);
- (2) Fails to conduct the required child assessments consistent with Coalition policies and procedures, as described in paragraph B(10);
- (3) Fails to utilize a curriculum and character development program approved by Florida's Office of Early Learning as described in paragraph B. (14).

Provider's failure to comply with any of the above-enumerated requirements will result in Family Central withholding Provider reimbursement payments. Notwithstanding the foregoing, failure of Provider to comply as stated herein will constitute a default hereunder and Family Central shall have the right to terminate this Service Agreement for non-compliance as stated herein.

6. **Termination of Service to Client.** If a child ceases to be eligible for financial assistance for SR funds or other funds associated with the Service Agreement, Family Central will notify the Provider in writing of the child's termination date. The Provider shall not be entitled to reimbursement beyond the termination date as indicated on the child care authorization or the date, on which the Provider is notified in writing of a change in the child's termination date.

7. **Holidays.** Provider shall be reimbursed up to 12 recognized holidays (days that you designate as appropriate holidays for the population you serve) per fiscal year (July 1 – June 30) as detailed by the **Dates** (not holiday names) listed here: 09/02/2013 ; 09/05/2013 ; 10/25/2013 ; 11/11/2013 ; 11/27/2013 ; 11/28/2013 ; 11/29/2013 ; 01/01/2014 ; 01/20/2014 ; 02/17/2014 ; 04/18/2014 ; 05/26/2014 ; These dates **may not** be changed during the fiscal year.

8. **Reimbursement for Absences.**

- a. If the parents are enrolled in an educational program and the educational program is officially closed for teacher workdays or during winter and spring breaks, the Provider will not be reimbursed if children are brought to the child care program on the days that the parents' educational program is closed.
- b. Reimbursement shall be authorized for no more than three (3) absences per calendar month per child, for children identified by Family Central in the child care authorization and monthly attendance documents, as funded by Broward County (billing code 'HCMP3') and DCF Refugee Entrant (billing code 'ENT/R').
- c. Reimbursement shall be authorized for no more than three (3) absences per calendar month per child for all Coalition Funded children, except in the event of extraordinary circumstances in which case the Coalition or its designee shall provide written approval for payment based on written documentation provided by the parent justifying the excessive absence for up to an additional seven (7) days.
- d. Examples of extraordinary circumstances include the following:
  - (1) Hospitalization of the child or parent with appropriate documentation;
  - (2) Illness requiring home-stay as documented;
  - (3) Death in the immediate family with appropriate documentation (i.e. obituary, death certificate);
  - (4) Court ordered visitation with appropriate documentation (i.e. court order); or
  - (5) Unforeseen documented military deployment or exercise of the parent(s)
- e. Total monthly reimbursed absences shall not exceed ten (10) calendar days.
- f. Reimbursement will not be made for each day entered on the attendance log as "N" or not reimbursable.

- g. If the Provider determines that a parent does not intend to return a child to the SR program, then the child must be terminated from the SR program, and future days are non-reimbursable. These non-reimbursable days must be coded as "T" on attendance sheets.
- h. 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.
- i. When a child of any age, referred for protective services for the SR program, has an unexcused absence or seven (7) consecutive days of excused absences, the School Readiness Provider shall notify ChildNet's hotline at (954) 414-6000 X 3887 by noon on the day of the child's first *unexcused* absence or the day of the child's seventh (7<sup>th</sup>) consecutive *excused* absence. The Rilya Wilson Act, as the same is amended from time to time, establishes these reporting requirements for children 3 to 5 years old. This reporting requirement shall apply to all children of any age referred for protective services in a SR program.

#### Summary of Enrollment/Attendance Codes

The Provider agrees to utilize the following codes in order to assist Family Central in identifying enrollment and attendance information as it pertains to child's participation in the SR program:

- 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 the Agency)
- H - Reimbursable Holiday
- T - Terminated (day child is disenrolled)
- N - Enrolled, not reimbursable.

#### H. Miscellaneous.

1. **Transferability and Assignment:** This Service Agreement is not transferrable or assignable to another entity, corporation, or owner without the written approval of Family Central and the Coalition. A change in corporate ownership, receivership, or bankruptcy shall be deemed a transfer for purposes of this Service Agreement. This Service Agreement is binding the Provider, its successors, assigns, agents, parent company or entity, and legal representatives of Provider and of any legal entity that succeeds to the obligations of, the Coalition. This Service Agreement shall be deemed terminated within twenty-four (24) hours of any unauthorized transfer or assignment by the Provider as set forth herein. This Service Agreement is transferrable or assignable to another entity, corporation, or owner by Family Central without the written approval of the Provider, so long as Family Central has obtained the written approval of the Coalition prior to said transfer or assignment.
2. **Modification/Amendments/Renegotiation:** Any modifications and amendments to this Service Agreement shall be valid only when they have been reduced to writing and duly signed by authorized representatives of both parties to the Service Agreement. In addition to changes necessitated by law, Family Central may at any time, with written notice to the Provider, request changes within the general scope of this Service Agreement. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by Family Central and authorized by the Coalition. Any investigation necessary to determine the impact of the change shall be the responsibility of the Provider. The parties agree to renegotiate this Service Agreement if any changes in applicable federal, state and/or local laws



make such revisions of the Service Agreement necessary. The Provider acknowledges that it has agreed to comply with all applicable federal, state and local law, as those laws may be amended from time to time, as set forth in Section A(4) of this Service Agreement. If the Provider decides not to finalize an amendment with Family Central as stated herein, both parties will have the right to terminate this Service Agreement as set forth in Section D of this Service Agreement.

**3. Provider Information:**

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

Program Contact: Director, Early Childhood Education Department  
Program Name: The School Board of Broward County, Florida  
Program Address: 600 SE Third Avenue, 6th Floor  
Fort Lauderdale, FL 33301  
Telephone Number: (754) 321-1951  
Email address: victoria.brioso@browardschools.com

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

Program Contact: Director, Early Childhood Education Department  
Program Name: The School Board of Broward County, Florida  
Program Address: 600 SE Third Avenue, 6th Floor  
Fort Lauderdale, FL 33301  
Telephone Number: (754) 321-1951  
Email address: victoria.brioso@browardschools.com

The services purchased by this Service Agreement will be provided by the Provider at the following location(s):

- Colbert Elementary 2702 Funston Street Hollywood, FL 33020
- Dillard Elementary, 2330 NW 12 Court Fort Lauderdale, FL 33311
- Eagle Point Elementary 100 Indian Trace Weston, FL 33326
- Everglades Elementary 2900 Bonaventure Blvd Weston, FL 33331
- Maplewood Elementary 9850 Ramblewood Dr Coral Springs, FL 33071
- Margate Elementary 6300 NW 18 Street Margate, FL 33063
- Peters Elementary 851 NW 68 Ave Plantation, FL 33317
- Pines Lakes Elem. 10300 Johnson Street Pembroke Pines, FL 33026
- Sawgrass Elementary 12655 NW 8 Street Sunrise, FL 33325

In the event that different representatives are designated by any party as it pertains to Section F (3) after the execution of this Service Agreement, that party shall provide notice of the name, address, zip code and telephone number of the newest representative in writing to all other parties and said a copy of said notification shall be attached to this Service Agreement.

**4. Notice:**

The name and mailing address of the **contact person** for the Provider for all matters not addressed in Section F (3) of this Service Agreement is as follows:

Contact:	<u>Director, Early Childhood Education Department</u>
Title:	<u>Director, Early Childhood Education Department, Broward County Schools</u>
Address:	<u>600 SE Third Avenue</u> <u>Fort Lauderdale, FL 33301</u>
Telephone Number:	<u>(754) 321-1951</u>
Email address:	<u>victoria.brioso@browardschools.com</u>

The name and mailing address of the **contact person** for Family Central for all matters not addressed in Section F (3) of this Service Agreement is as follow:

Contact:	<u>Director, Early Childhood Education Department</u>
Name:	<u>Director, Early Childhood Education Department, Broward County Schools</u>
Address:	<u>600 SE Third Avenue</u> <u>Fort Lauderdale, FL, 33301</u>
Telephone Number:	<u>(754) 321-1951</u>
Email address:	<u>victoria.brioso@browardschools.com</u>

In the event that different representatives are designated by any party to the Service Agreement after the execution of this Service Agreement, that party shall provide timely notice of the name, address, zip code and telephone number of the newest representative in writing to all other parties and a copy of said notification shall be attached to the Service Agreement. Unless otherwise specified by the parties and except as provided in this Service Agreement, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Service Agreement shall be submitted to the persons identified above.

**5. Standard Provisions.**

- a. **Inurnment.** This Service Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Service Agreement, express or implied, is the intended to confer upon any other person or entity any benefits, rights or remedies.
- b. **Waiver.** No waiver by any Party of one or more defaults by any other Party in the performance of any provisions of this Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
- c. **Headings.** The headings in this Service Agreement are inserted for convenience or reference only and shall not affect the meaning or construction hereof.
- d. **Entire Agreement.** This Service 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.
- e. **Governing Law and Venue.** This Service 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, claim, or proceeding brought to enforce or construe this Service Agreement shall be in Broward County, Florida.

**By signing below I agree that I have read, understand and am in agreement with the information provided in this Service Agreement.**

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their officials thereunto duly authorized. The undersigned represents and warrants that he/she has full and complete authority to execute the Service Agreement on behalf of Provider The School Board of Broward County, Florida.

**PROVIDER:**

**FAMILY CENTRAL, INC.**

Corporate Name:

Signature: 

The School Board of Broward County, Florida

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

**Provider Name:**

Title: **President/Chief Executive Officer**

D/b/a

Date: 8/14/13

The School Board of Broward County, Florida

**Federal I.D. or SS#:**

59-6000530

**Provider Address:**

600 SE Third Avenue, 6th Floor, Fort Lauderdale, FL 33301

**Mailing Address:**

600 SE Third Avenue, 6th Floor, Fort Lauderdale, FL 33301

Signature: 

Name: Laurie Rich Levinson

(Please print)

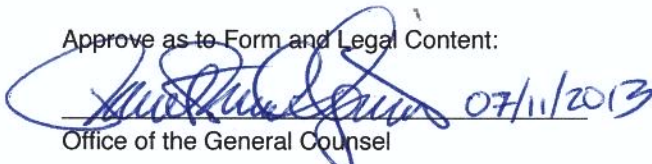
Title: Chair

Date: 7/30/13

Attest: 

Robert W. Runcie, Superintendent of Schools

Approve as to Form and Legal Content:

 07/11/2013  
Office of the General Counsel

FORM I - SCHOOL READINESS SIGNATURE AUTHORIZATION FORM

Name of Provider: The School Board of Broward County, Florida

It must be indicated on this form **who is authorized** to sign contractual and financial documents on behalf of the child care center in order to facilitate this application. This form **must be signed** by the owner, or chief executive, or corporate officer, granting permission to the director of the program to execute the service agreement contract.

Title:  Owner  Director  Board of Director Member

Full Name: Laurie Rich Levinson Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If Board Member, please indicate title/role: Chair

Please check one of the following for Authorization:

I authorize the individual(s) below to sign all School Readiness documents for the child care center listed on this application:

1. Full Name: Lori Canning, Early Childhood Education Title: Curriculum Supervisor  
 Signature: *Lori Canning* Date: 7/31/13
2. Full Name: Paul Gress, Early Childhood Education, Prek/Early Intervention Title: Coordinator  
 Signature: *Paul Gress* Date: 7/31/13

Authorizing Name: Laurie Rich Levinson Title: Chair  
 Signature: *Laurie Rich Levinson* Date: 8/1/13

1. Please select type of business:  Privately Owned  Not-for-profit  Faith based

2. Please indicate any and all other child care centers that you (the individual filling out this form) are affiliated with in South Florida. List the center name and your affiliation:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_