### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

### AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007	[X] [ ]	Consent Ordinance	[ ] Regular [ ] Public Hearing			
Department	ι.					
Submitted By:	Commu	unity Services				
Submitted For: Head Start/Early Head Start & Children's Service						
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### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment 001 to the Contracted Services Agreement with Family Central, Inc. (September 12, 2006; Document No. R2006 1890), clarifying payment provisions.

Summary: Family Central, Inc. was contracted to maintain four (4) licensed Family Child Care Home Providers in Belle Glade, Pahokee and South Bay for the Early Head Start program for a total of 16 children (ages 0-36 months). This Amendment clarifies the circumstances under which the monthly reimbursement may be reduced, due to less than full enrollment at the Provider's facilities. (Head Start) Countywide (TKF)

Background and Justification: Through the use of Early Head Start Provider Agreements, the County is able to leverage its available Federal funds to pay for comprehensive services rendered to Early Head Start children and families. Family Central Inc. provides early childhood development services to a total of 16 children. Due to the small number of enrollees at their facilities, our standard provision for adjustments of payments would be unfair to the Provider and the amended language will provide some flexibility in this case.

#### Attachments:

- 1. Early Head Start Contracted Services Amendment 001
- 2. Early Head Start Contracted Services Agreement (R2006 1890) dated September 12, 2006

Recommended by:	Alverd Mul	4-2-2007
	Department Director	Date
Approved by:	Alle	4/10/07

Assistant County Administrator

Date

# II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	<u>2008</u>	2009	<u>2010</u>	<u>2011</u>
Capital Expenditures Operating Costs		<u> </u>		<u></u>	
External Revenues Program Income (County) In-Kind Match (County)					
		······			
NET FISCAL IMPACT	······································				

# **# ADDITIONAL FTE POSITIONS (CUMULATIVE)**

Is Item Included in Current Budget? Yes X No\_\_\_\_\_ Budget Account No.: Fund <u>1002</u> Dept. <u>147</u> Unit <u>1457</u> Object <u>3401</u> Program Code <u>EH16</u>

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review.

# III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

107 Contract Deve

This amendment complies with our review requirements.

Β. Legal Sufficiency:

Assistant County Attorne

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.

### AMENDMENT 001 TO EARLY HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO EARLY HEAD START CONTRACTED SERVICES AGREEMENT dated September 12, 2006 (Document No. R2006 1890), made and entered into at West Palm Beach, Florida, on this day of \_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida herein referred to as the COUNTY, and Family Central, Inc. herein referred to as the CHILD CARE PROVIDER.

#### WITNESSETH:

**WHEREAS**, the need exists to amend the AGREEMENT to provide language to clarify terms for payment to CHILD CARE PROVIDER.

**NOW, THEREFORE**, the above named parties hereby mutually agree that the AGREEMENT is hereby amended as follows: So much as Exhibit B 1(A) reads:

"The CHILD CARE PROVIDER will be reimbursed for the full month care days and children as stated above in "Exhibit B" when the monthly average daily attendance rate is at 85% or greater"; is amended to read:

"The CHILD CARE PROVIDER will be reimbursed for the full month care days and children as stated above in "Exhibit B" when the monthly average daily attendance rate is 85% or greater. A child is considered enrolled (slot filled) up to 21 calendar days after officially terminated and the slot is not filled by another eligible child".

### So much as Exhibit B 1(B) reads:

"The above schedule of services represents the maximum monthly total for services to 16 children and their families. Services at a lesser per month level will result in a proportional reduction in the amount of the monthly payment and subsequence maximum total"; is amended to read:

"The above schedule of services represents the maximum monthly total for services to 16 children and their families. In the event that the average daily attendance falls below 85%, the CHILD CARE PROVIDER must evaluate the cause and submit an explanation with their monthly reimbursement. The explanation will be evaluated on a case by case basis. Services at a less per month level could result in a proportional reduction in the amount of the monthly payment and subsequence maximum total".

#### **OTHER PROVISIONS**

All provisions in the Agreement or exhibits to the AGREEMENT in conflict with this Amendment to the AGREEMENT shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with the Amendment are still in effect and are to be performed at the same level as specified in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this 1 page Amendment to be executed by their officials thereupon duly authorized.

## ATTEST:

Sharon R. Bock, Clerk & Comptroller

By:\_

**Deputy Clerk** 

WITNESS:

By:\_\_\_

Carel B. Dauglan rol. B. Taylor

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By:\_ Addie L. Greene, Chairperson

CHILD CARE PROVIDER: FAMILY CENTRAL, INC. By Signature

Ceo presdet Title:\_\_\_\_ Date:\_\_

Reviewed and Approved As to Form and Legal Sufficiency

By:\_

**County Attorney** 

Terms and Conditions Approved As In

Edward L. Rich, Department Head