

**PALM BEACH COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: August 21, 2007       Consent       Regular  
     Ordinance       Public Hearing

Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start & Children's Services

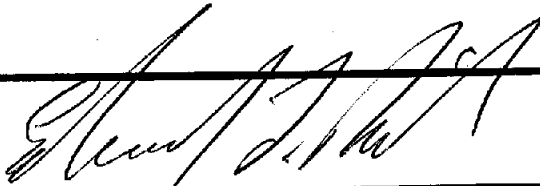
**I. EXECUTIVE BRIEF**

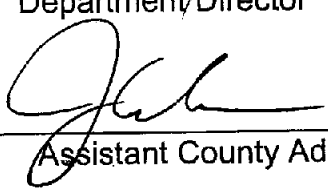
**Motion and Title:** Staff recommends motion to approve: Amendment 001 to the Contracted Services Agreement with Education Development Center, Inc. (dba My First Steps Pre-School), (R2006-1885), for the period of August 1, 2007 though September 30, 2007, to increase enrollment from 74 to 82 children and increase funding by \$9,816, for a new not-to-exceed amount of \$552,418.

**Summary:** This Amendment is necessary to fund an additional 8 children displaced from another child care provider. Education Development Center, Inc. (dba My First Steps Pre-School) has been successfully operating a Head Start facility for the County. The agency has the infrastructure in place to begin services immediately, which is critical as it will ensure the Head Start program is at full capacity. Education Development Center, Inc. (dba My First Steps Pre-School) will be reimbursed at a rate of 29.213 per day/per child for 42 days. Funding consists of \$7,853 (80%) in Federal funds and \$1,963 (20%) in County funds. The County's portion is included in the FY 2007 budget. (Head Start) Countywide (TKF).

**Background and Justification:** Through the use of Contract Services Agreements, the County is able to leverage its available Federal Funds to pay for comprehensive services rendered to Head Start children and families. Education Development Center, Inc. (dba My First Steps Pre-School) continues to successfully provide Head Start services to the County. This change is necessary to accommodate 8 children displaced from another Child Care Provider. The agency has satisfactorily met all applicable performance standards for operation of a Head Start program as required by the Department of Health and Human Services.

**Attachments:** Amendment 001 to the Contracted Services Agreement with Education Development Center, Inc. (dba My First Steps Pre-School)

Recommended by:       7-30-2007  
    Department Director      Date

Approved by:       8-7-07  
    Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>9,816</u>	_____	_____	_____	_____
External Revenue	<u>(7,853)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>1,963</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1002 Dept. 147 Unit 1451 Object 3401  
 Program Code: HD29

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

Funding through Head Start grant - 80% from Health and Human Services (HHS), and 20% from Palm Beach County.

**C. Departmental Fiscal Review.**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 8.3.07  
 OFMB TM 8/10/07 8/1/07

[Signature] 8/6/07  
 Contract Dev. and Control

This amendment complies with our review requirements.

**B. Legal Sufficiency:**

[Signature] 8/6/07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**AMENDMENT 001 TO CONTRACT SERVICES AGREEMENT**

**THIS AMENDMENT 001 TO CONTRACT SERVICES AGREEMENT** dated September 12, 2006 (Document No. R2006 1885), 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 Education Development Center, Inc. (dba My First Steps Pre-School), a corporation authorized to do business in the State of Florida, herein referred to as the CONTRACT PROVIDER.

**WITNESSETH:**

**WHEREAS**, the need exists to amend the AGREEMENT to add 8 more children and families for the period of August 1, 2007 through September 30, 2007.

**NOW, THEREFORE**, the above named parties hereby mutually agree that the AGREEMENT is hereby amended as follows:

So much as Article 3 reads:

"Five Hundred Forty-Two Thousand, Six Hundred Two Dollars (\$542,602); is amended to read:

"Five Hundred Fifty-Two Thousand, Four Hundred Eighteen Dollars (\$552,418) in accordance with the budget set forth herein as Exhibit "B1" dated August 21, 2007 hereof.

The existing Exhibit "B" Budget Data is deleted in its entirety and Exhibit "B1" dated August 21, 2007 attached hereto is substituted in its stead.

**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

**PALM BEACH COUNTY, FLORIDA**  
**BY ITS BOARD OF COUNTY**  
**COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

**CONTRACT PROVIDER:**  
Education Development Center, Inc.  
(dba My First Steps Preschool)

By: Claretha Reed

By: Nancy Rivera-Pierola  
Signature

Claretha Reed  
Witness Name

Nancy Rivera-Pierola  
Typed Name

President / Executive Director  
Title

Reviewed and Approved As to Form  
and Legal Sufficiency

By: \_\_\_\_\_  
County Attorney

Approved As to Terms and Conditions

Edward L. Rich  
Edward L. Rich, Department Head

**EXHIBIT "B1"**  
**Dated August 21, 2007**

**SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CONTRACT PROVIDER  
 AGREEMENT WITH: EDUCATION DEVELOPMENT CENTER, INC., dba MY FIRST STEPS  
 PRESCHOOL**

**BILLING RATE: \$29.213**      Based on Maximum Enrollment of 74 children Through July  
 Based on Maximum Enrollment of 82 children Through August -September

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
October, 2006	22	\$47,558.76
November, 2006	20	\$43,235.24
December, 2006	16	\$34,588.19
January, 2007	23	\$49,720.53
February, 2007	20	\$43,235.24
March, 2007	22	\$47,558.76
April, 2007	21	\$45,397.00
May, 2007	23	\$49,720.53
June, 2007	21	\$45,397.00
July, 2007	21	\$45,397.00
August, 2007	23	\$55,095.72
September 2007	19	\$45,513.85
Total Number of Care Days	251	\$552,417.82
<b>MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT</b>		<b>\$552,418.00</b>

In the event enrollment at the CONTRACT PROVIDER's site(s) is less than 74 children and families, the maximum amount authorized per month will be determined by multiplying the total number of children enrolled per day X the per child daily rate.

**BUDGET DATA**

Payment will only be made for budgeted categories up to the maximum amount set forth below:

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. To provide Head Start services for up to <u>74</u> children and their families through July 2007 for <u>209</u> days at a rate of \$29.213 per child/per day for a total of.....	\$451,808.25
2. To provide Head Start services for up to <u>82</u> children and their families in August and September, 2007 for <u>42</u> days at a rate of \$29.213 per child/per day for a total of .....	<u>\$100,609.57</u>
	\$552,417.82
<b>MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT .....</b>	<b>\$552,418.00</b>

**EXHIBIT "B1"**  
**Dated August 21, 2007**

**SCHEDULE FOR PAYMENT (Continued)**

1. In accordance with the Head Start Performance Standards Attendance guidelines (1305.8):

(A) The CONTRACT 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.

(B) The above schedule of services represents the maximum monthly total for services to 82 children and their families for the months of August and September, 2007. Services at a lesser per month level will result in a proportional reduction in the amount of the monthly payment and subsequence maximum total.

New Delegates/Child Care Providers/Contract Providers will be reimbursed for the full month care days and children as stated above in "Exhibit B" for the first two months of services provided to the children. Payment to the CONTRACT PROVIDER will be evaluated on a monthly basis. CONTRACT PROVIDER should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CONTRACT PROVIDER which prevents the centers from being opened, the CONTRACT PROVIDER may be reimbursed for the full month care days and children as stated above in "Exhibit B." Payment to the CONTRACT PROVIDER will be evaluated on an individual basis with the potential that the termination clause (Article 5) could be invoked.

(D) In conditions when the monthly average daily attendance rate is below 85% the daily rate per child will be applied along with the following:

Pre-school children enrolled in the Head Start Program will be allowed six (6) days of paid absences. Infants and toddlers enrolled in the Early Head Start Program will be allowed seven (7) days of paid absences in any given month. Pre-school children, infants, toddlers and their families, are allowed absences above the six (6) or seven (7) day limit, but not exceeding thirty (30) consecutive days of absences, when children and families experience extenuating circumstances that warrant payment above the six (6) or seven (7) day limit. **Holidays will not be counted as paid absences.** These occurrences of extenuating circumstances must be documented by the CONTRACT PROVIDER and approved by the COUNTY. The following are categories of extenuating circumstances and some examples that will be considered for payment:

1. Child or other family members illness must be documented with a doctor's note (severe medical conditions with a doctor's note that identifies days absent);
2. Transportation problems (car breaks down and family is unable to obtain other means of transportation);
3. Family emergencies/vacation (extensive travel to native country; other state/city for death or illness in family);
4. Crisis situation at home (mother on maternity leave and keeps child home or death in

family locally);

Absence resulting from extenuating circumstances included on monthly reimbursement must be supported by proper documentation. Proper documentation shall include but not be limited to:

- A. Doctor's note;
- B. Results of Family Services Specialist parent contact; and/or
- C. Notarized statement from parent including dates of absence.

These instances will be reviewed on a case-by-case basis by the COUNTY.

During thirty (30) consecutive days of absences, the pre-school children, infant/toddler's slot may be terminated, and a vacancy will exist. The family is to be advised that the pre-school children infant/toddler will be given first priority once a slot is available for re-enrollment. Reimbursement requests must include supportive documentation as listed above, and will be reviewed on a case-by-case basis.

A Head Start enrollment waiting list should be maintained at all times. The CONTRACT PROVIDER will submit a Wait List and Master Enrollment List 10 days prior to the first day of the program year. A Wait List and Master Enrollment List must be updated and submitted with the Monthly Status Report.

2. CONTRACT PROVIDER will be paid at the daily rate set forth above for up to three (3) days for annual Pre-Service Training provided all staff is in attendance.

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**Nothing below this line**