

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$3,381</u>	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$3,381</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 1002 Dept. 147 Unit 1459 Object 3401
 Program Code _____

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

County Ad Valorem Taxes

C. Departmental Fiscal Review *yes?*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim Omb 4-7-08

 OFMB
 (signature) 4/7/08
 m 04/02
 ON 3/31/08

Jim J. [signature] 4/7/08

 Contract Dev. and Control
 (signature) 4/7/08

B. Legal Sufficiency:

[Signature] 4/9/08

 Assistant County Attorney

This amendment complies with our review requirements.
The effective date is retroactive.

C. Other Department Review:

 Department Director

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

AMENDMENT 001 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START CONTRACTED SERVICES AGREEMENT dated November 20, 2007 (Document No. R2007 2067), 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 hereinafter referred to as COUNTY, and Education Development Center, Inc., (dba My First Steps Preschool), a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACT PROVIDER.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the Agreement amount by \$3,381 for the period April 1, 2008 through September 30, 2008 and to reflect the FY 2008 Head Start uniform annual rate per child adjustment (increase).

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

- I. So much as Article 3 reads Four Hundred Eighty-Seven Thousand, Three Hundred Eighty-Two Dollars (\$487,382) is amended to read Four Hundred Ninety Thousand, Seven Hundred Sixty-Three Dollars (\$490,763) in accordance with the budget set forth herein as Exhibit B1 hereof.
- II. The existing Exhibit "B" Schedule of Payment and Budget Data is deleted in its entirety and Exhibit "B1" attached hereto is substituted in its stead.

OTHER PROVISIONS

All provisions in the Agreement or exhibits to the AGREEMENT in conflict with this Amendment 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**

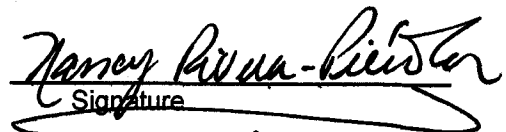
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONTRACT PROVIDER: EDUCATION
DEVELOPMENT CENTER, INC. (dba
MY FIRST STEPS PRESCHOOL)


Signature

By: 
Signature

Michelle Jones
Name (type or print)

Nancy Rivera-Pierola
Name (type or print)

Executive Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

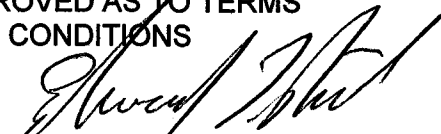
By: 
Department Head

EXHIBIT "B1"

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

BILLING RATE: \$29.755 per child/per day for 3 year olds
\$20.65 per child/per day for 4 year olds

Based on Maximum Enrollment
of 82 Children.

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
October, 2007	23	\$45,019.00
November, 2007	20	\$39,147.00
December, 2007	15	\$29,360.00
January, 2008	21	\$41,104.00
February, 2008	21	\$41,104.00
March, 2008	<u>20</u>	<u>\$39,147.00</u>
Total Number of Care Days	120	\$234,881.00

Payment previously paid under Document R2007 2067, dated November 20, 2007.

Billing Rate: \$24.19

Based on Maximum Enrollment
Of 82 children

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
April, 2008	22	\$43,638.76
May, 2008	22	\$43,638.76
June, 2008	21	\$41,655.18
July, 2008	22	\$43,638.76
August, 2008	21	\$41,655.18
September 2008	<u>21</u>	<u>\$41,655.18</u>
Total Number of Care Days	129	\$255,881.82

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$255,882

In the event enrollment at the CONTRACT PROVIDER'S site(s) is less than 82 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 an estimate of 29 children and their families for 249 days at a rate of \$29.755 per child/per day for 3 year olds for a total of	\$103,547.40
2. To provide Head Start services for an estimate of 53 children and their families for 249 days at a rate of \$20.65 per child/per day for 4 year olds for a total of	\$131,334.00
3. To provide Head Start services for an estimate of 82 children and their families for 129 days at a rate of 24.19 per child/per day for 3 and 4 year olds for a total of	<u>\$255,881.82</u> \$490,763.22

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$490,763

All reimbursements are subject to availability to the County of funds from the various sources funding this Agreement:

U.S. Department of Health and Human Services (Federal)	\$297,571
Palm Beach County (Non-Federal Match)	\$ 77,774
Palm Beach County (Non-Federal Overmatch)	\$115,418
TOTAL	\$490,763

The CONTRACT PROVIDER shall maintain records in auditable form that permit allocation of the expenses to the various funding sources.

These funds cover the cost of full day/full year services for all children, with the exception of 540 hours per year/per 4 year old child.

Nothing below this line

EXHIBIT "B1"

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 B1" 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. 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 B1" 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 B1." 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.

Nothing below this line

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/19/07

PRODUCER MG Insurance
4201 Westgate Avenue Suite A4
West Palm Beach, FL 33409
Phone (561)640-0644 Fax (561)640-0662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Education & Development Center Inc
DBA: My First Steps Pre-School
2440 Westgate Ave,
West Palm Beach, Fla 33409

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance	
INSURER B: National Liability & Fire Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional liability <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPS0805097	07/25/07	07/25/08	EACH OCCURRENCE 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 3,000,000 PRODUCTS - COMP/OP AGG 3,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	73APN430433	07/25/07	07/25/08	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AGG
D	<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
F		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional Insured: Palm Beach County Board of Commissioners, Locaton Covered: 1. 4718 Vilma Lane, West Palm Beach, Fla 33417 2. 2300 Parker Avenue, West Palm Beach, Fla 33417. 3. 2440 Westgate Avenue, West Palm Beach, Fla 33409.
 Vehicles Covered: 1991 International Bus Vin #1HVBBNDM9MH305642, 2001 Ford Van Vin#1FBSS31L81HA13986 1990 Ford Cutaway Vin#1FDKE30GOLHA6699412. \$1,000 Comprehensive and Collision Ded. Professional Liability Included

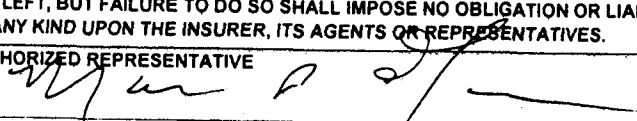
CERTIFICATE HOLDER

CANCELLATION

ADDITIONAL INSURED:
 Board Of County Commissioners PB COUNTY
 Head Start
 3323 Belvedere Rd Bldg 501
 West Palm Beach, Fla 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



25

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AB
MYFI01

DATE (MM/DD/YYYY)
10/25/07


PRODUCER Gateway Insurance Agency West Palm Beach Branch 4524 Gun Club Road - A101 West Palm Beach FL 33415 Phone: 561-964-9190 Fax: 561-964-9401	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED My First Steps Pre-School Education Development Center I 2440 West Gate Avenue West Palm Beach FL 33409	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A American International Co.</td> <td></td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A American International Co.		INSURER B		INSURER C		INSURER D		INSURER E	
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COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR NO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea Occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6886821	10/17/07	10/17/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100000 EL DISEASE - EA EMPLOYEE \$ 100000 EL DISEASE - POLICY LIMIT \$ 500000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSION: ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Headstar Board of County Commissioners Palm Beach County 3323 Belvedere Road Bldg# 501 West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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