

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: **April 15, 2008**

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 Child Care Provider Agreement with A Step Above Learning Center, Inc. (dba A Step Above Early Learning Center (R 2007-1786), for the period of April 1, 2008, through September 30, 2008, to increase funding by \$2,378 for a new total of \$110,150.

**Summary:** This amendment increases the contracted rate for the provision of Head Start / Early Head Start services. The rate adjustment recognizes the increased costs of operating the Head Start Program and provides for a standardization of rates among delegate agencies and service providers. A review and comparison of program costs and operations for all contracted agencies in this program was used to determine the new recommended rate. (Head Start) Countywide (TKF)

**Background and Justification:** Because there is not enough space within the County operated Head Start programs to accommodate all eligible children in need of services, delegate and contracted agencies are used to maximize services to children. The delegate and contracted agencies meet all applicable standards and requirements to operate a Head Start program. After a review of program costs and operations was conducted, it was determined that an increase was needed to ensure quality services could continue.

**Attachments:**

Amendment 001 to Child Care Provider Agreement with A Step Above Learning Center, Inc. (dba A Step Above Early Learning Center)

Recommended by:   
Department Director

3-28-2008  
Date

Approved by:   
Assistant County Administrator

4-8-08  
Date

**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>2,378</u>	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>2,378</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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.** *RED*

**III. REVIEW COMMENTS**

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

*John D. ... 4.7.08*  
 OFMB  
*MD 4/7/08*  
*09/01*  
*3/31/08*

*Jim J. Jaworski 2/17/08*  
 Contract Dev and Control  
*4/7/08*

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney *4/9/08*

**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 October 16, 2007 (Document No. R2007 1786), 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 A Step Above Learning Center, Inc., (dba A Step Above Early Learning Center), a corporation authorized to do business in the State of Florida, hereinafter referred to as the CHILD CARE PROVIDER.

**WITNESSETH:**

**WHEREAS**, the need exists to amend the AGREEMENT to increase the Agreement amount by \$2,378 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 One Hundred Seven Thousand, Seven Hundred Seventy-Two Dollars (\$107,772) is amended to read One Hundred Ten Thousand, One Hundred Fifty Dollars (\$110,150) 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.

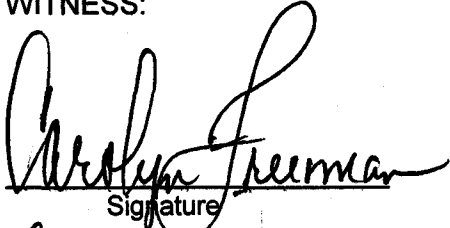
**ATTEST:**  
Sharon R. Bock, Clerk & Comptroller

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

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

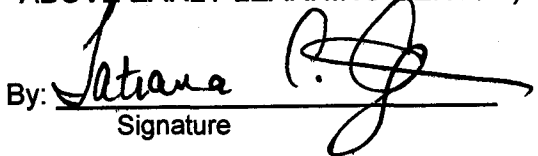
By: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

  
Signature

Carolyn Freeman  
Name (type or print)

CHILD CARE PROVIDER: A STEP ABOVE  
LEARNING CENTER, INC. (dba A STEP  
ABOVE EARLY LEARNING CENTER)

By:   
Signature

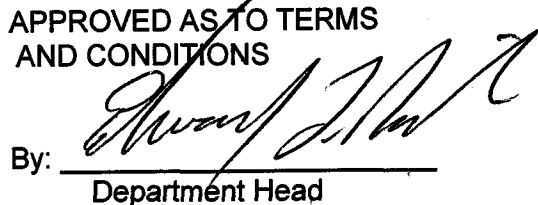
Tatiana Cage  
Name (type or print)

Executive Director  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Head

**EXHIBIT "B1"**

**SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CHILD CARE PROVIDER AGREEMENT WITH: A STEP ABOVE LEARNING CENTER, INC. (dba A STEP ABOVE EARLY LEARNING CENTER).**

BILLING RATE: \$27.6414 per child/per day for 3 year olds  
\$18.41 per child/per day for 4 year olds

Based on Maximum Enrollment of 20 Children.

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
October, 2007	23	\$9,955
November, 2007	20	\$8,656
December, 2007	15	\$6,492
January, 2008	22	\$9,522
February, 2008	21	\$9,089
March, 2008	<u>20</u>	<u>\$8,656</u>
Total Number of Care Days	121	\$52,370

Payment previously paid under Document No. R 2007 1786 dated October 16, 2007

Billing Rate \$22.57

Based on Maximum Enrollment of 20 children

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
April, 2008	22	\$9,930.80
May, 2008	21	\$9,479.40
June, 2008	21	\$9,479.40
July, 2008	22	\$9,930.80
August, 2008	21	\$9,479.40
September 2008	<u>21</u>	<u>\$9,479.40</u>
Total Number of Care Days	128	\$57,779.20

**MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT**

**\$57,779**

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 20 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 7 children and their families for 121 days at a rate of \$27.6414 per child/per day for 3 year olds for a total of	\$23,412.26
2. To provide Head Start services for an estimate of 13 children and their families for 121 days at a rate of \$18.41 per child/per day for 4 year olds for a total of	\$28,958.93
3. To provide Head Start Services for an estimate of 20 children and their families for 128 days at a rate of \$22.57 per child/per day for 3 and 4 year olds for a total of	<u>\$57,779.20</u>
	\$110,150.39

**MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT**

**\$110,150**

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)	\$65,800
Palm Beach County (Non-Federal Match)	\$18,828
Palm Beach County (Non-Federal Overmatch)	\$25,522

TOTAL **\$110,150**

The CHILD CARE 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 CHILD CARE 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 20 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 subsequent 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 CHILD CARE PROVIDER will be evaluated on a monthly basis. CHILD CARE PROVIDER should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CHILD CARE PROVIDER which prevents the centers from being opened, the CHILD CARE PROVIDER may be reimbursed for the full month care days and children as stated above in "Exhibit B1." Payment to the CHILD CARE 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 CHILD CARE 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 CHILD CARE 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. CHILD CARE 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

ASTEPAB-01 8TEN

DATE (MM/DD/YYYY)  
9/14/2007

**PRODUCER**  
(561) 685-5500  
Wells Fargo Insurance Services Southeast, Inc.  
501 South Flagler Drive, Suite 600  
West Palm Beach, FL 33401-5914

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**  
A Step Above Learning Center, Inc.  
1114 SE 2nd Avenue  
Boynton Beach, FL 33435-0018

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Stonington	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**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.

INSUR. ADOPT. LTD. NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Childcare Prof. Lib. <input checked="" type="checkbox"/> is included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP3002557702	7/29/2007	7/29/2008	EACH OCCURRENCE \$ 1,000,000 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 - COMPROP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CCA3002557702	7/29/2007	7/29/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is added as additional insured in respects to general liability.

**CERTIFICATE HOLDER**  
 Board of County Commissioners, Palm Beach Head Start  
 3323 Belvedere Road  
 West Palm Beach, FL 33401-

**CANCELLATION**  
 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: *Nancy E. [Signature]*

25

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/14/07

**PRODUCER**

PAYCHEX AGENCY, INC.  
1175 JOHN STREET  
WEST HENRIETTA, NY 14596

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.  
**COMPANIES AFFORDING COVERAGE**

**INSURED**

A STEP ABOVE LEARNING CENTER  
1114 SE 2ND ST  
BOYNTON BEACH, FL 33435

COMPANY A ZENITH  
COMPANY B  
COMPANY C  
COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COM/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> TITLE: PROPRIETARY PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	Z089249101	07/29/07	07/29/08	<input checked="" type="checkbox"/> INC EXPL <input type="checkbox"/> DTH ER	
	<b>OTHER</b>					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						

**CERTIFICATE HOLDER**

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH HEAD START  
3323 BELVEDERE RD  
WEST PALM BEACH, FL 33401

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Deane Swadman*

ACORD 204 (06/01)

ACORD CORPORATION 1996