PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

[X] Consent [] Ordinance

Regular [] **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: A) Amendments to the following Delegate Agencies/ Contract Provider/Child Care Provider contracts as indicated below totaling \$89,139 and;

Amendment No. 1 to Apostolic Child Development Centers, Inc. (R2006-1091) 1)

- for \$3,036 for a new total not to exceed agreement amount of \$256,208.
- 2) Amendment No.1 to Florence Fuller Child Development Centers, Inc.
- (R2006-1892) for \$2,537 for a new total not to exceed agreement amount of \$194,861.
- Amendment No.1 to The Kings Kids Early Learning Center, Inc. (R2006-1093) for \$3,408 for a new 3) total not to exceed amount of \$286,746.
- Amendment No.1 to A Step Above Learning Center, Inc. (dba A step Above Learning Center) 4) (R2006-1090) for \$2,066 for a new total not to exceed amount of \$166,226.
- Amendment No. 2 to Florence Fuller Child Development Centers, Inc. (R2006-1891) for \$14,828 for 5) a new total not to exceed amount of \$1,014,664.
- Amendment No.1 to Hispanic Human Resources Council, Inc. (R2006-1893) for \$28,685 for a new 6) total not to exceed amount of \$1,941,032.
- Amendment No. 1 to Emmanuel Child Development Center Inc. (R2006-1092) for \$2,390 for a new 7) total not to exceed amount of \$200,790.
- Amendment No. 2 to YWCA of Palm Beach County, Inc. (R2006-1895) for \$7,887 for a new total 8) not to exceed amount of \$540,456.
- Amendment No. 2 to Education Development Center, Inc. d.b.a .My First Steps Preschool (R2006-9) 1885) for \$8,139 for a new total not to exceed amount of \$560,557.
- Amendment No. 2 to The Union Missionary Baptist Church, Inc.(R2006-1094) for \$3,201 for a new 10) total not to exceed amount of \$277,575.
- Amendment No.1 to Apostolic Child Development Centers, Inc. (R2006-1889) for 11)
- \$8,448 for a new total not to exceed amount of \$571,629.
- Amendment No. 1 to Hispanic Human Resources Council, Inc. (R2006-1884) for \$3,088 for a new 12) total not to exceed amount of \$208,948.
- Amendment No.1 to Family Central, Inc. (R2006-1890) for \$1,426 for a new total not to exceed 13) amount of \$114,517.

B) Budget Amendment of \$218,399 for the Head Start /Early Head Start programs to recognize a Cost of Living Adjustment (COLA) award from the Department of Health and Human Services/Administration for Children, Youth and Families (HHS /ACYF) for the period October 1, 2006, through September 30, 2007.

Summary: (on Page 3)

Background and Justification: (on Page 3)

Attachments:

- 1) Award Letter
- 2) Budget Amendment
- 3) 14 Head Start & Early Head Start Delegate Agencies/Contract Provider/Child Care Provider Agreement Amendments

Recommended by:	Worn I.The	8-22-2007
······································	7 / Department Director	Date
Approved By:	Bulklemmen	
· · · · · · · · · · · · · · · · · · ·	Assistant County Administrator	Date

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	040.000				
Operating Costs External Revenue	(<u>218,399</u> (<u>218,399</u>)				······
Program Income (County		<u></u>			
In-Kind Match (County)					
NET FISCAL IMPACT					. <u></u>

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>1451/1454/1457</u> Object <u>Various</u> Program Code: Various

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

Department of Health and Human Services ,Administration for Children & Families \$218,399 Palm Beach County \$ 54,600, already in the current budget.

Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OFMB 8/31/07

B. Legal Sufficiency:

C.

Assistant County Attorney

Other Department Review:

rents comply

Department Director

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

Summary: Head Start /Early Head Start has applied for and received a COLA award of \$218,399 (Head Start \$193,578, Early Head Start \$24,821) from the Department of Health and Human Services, Administration for Children and Families. This award is to provide for a 1.5% increase to Head Start and Early Head Start budgets and is distributed to the Delegate Agencies, Contract Providers and Child Care Providers listed above (\$89,139); there is a pending amendment to one additional Delegate Agency (\$16,133) not listed, and the remaining \$113,127 allocated for Head Start/Early Head Start for materials supplies, equipment, food and dietary and training. A required county match of \$54,600 is included in the current budget. A budget amendment is needed to align the county budget with the award (Head Start) Countywide (TKF)

Background and Justification: The Department of Health and Human Services Administration for Children and Families has awarded Head Start additional funds of \$218,399. This award of COLA funds is to provide a 1.5% increase to Head Start/Early Head Start budget and is intended to help maintain the quality of services provided.

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AMENDMENT 001 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated September 12,2006 (Document No. R2006-1893), 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 Hispanic Human Resources Council, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the agreement amount by \$28,685 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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 Million, Nine Hundred Twelve Thousand, Three Hundred Forty Seven Dollars (\$1,912,347) is amended to read One Million, Nine Hundred Forty One Thousand, and Thirty Two Dollars (\$1,941,032) 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: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

By:_____ Addie L. Greene, Chairperson

WITNESS:

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_

County Attorney

DELEGATE AGENCY: HISPANIC HUMAN RESQURCES COLINCIL, INC.

Signature

Jorge Avellana Name (type or print)

Executive Director Title APPROVED AS TO TERMS AND CONDITIONS Work By:

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR DELEGATE AGENCY AGREEMENT WITH: Hispanic Human Resources Council, Inc.

<u>MONTH</u>

BILLING RATE 1/12th OF ALLOCATION

October	r 2006		
Novem	ber 2006		
Decemb	ber 2006		
January	2007		
Februar	y 2007		
March	2007		
April	2007		
May			
June	2007		
July	2007		
August	2007		
Septem	ber, 200'	7_	

\$ 161,752.66
\$ 161,752.66
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\$ 161,752.66
\$ 161,752.66
\$ 161,752.66
\$ 161,752.66
<u>\$ 161,752.66</u>
\$1,941,032.00

MAXIMUM AMOUNT AUTHORIZED

\$1,941,032.00

BUDGET DATA

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

COST CATEGORY	AUTHORIZED AMOUNT
1. Personnel	\$ 1,305,177.00
2. Fringe Benefits	\$ 207,981.00
3. Supplies	
Office Supplies	\$ 12,000.00
Child & Family Services	\$ 28,066.00
Other Supplies	\$ 1,000.00
4. Contractual	\$ 106,100.00
5. Equipment	\$ 4,510.00
6. Other	
Rent	\$ 74,487.00
Mortgage	\$ 31,353.00
Utilities, Telephone	\$ 68,567.00
Building & Child Liability Insurance	\$ 39,838.00
Building Maintenance/Repair	\$ 12,000.00
Parent Services	\$ 2,610.00
Accounting/Legal	\$ 2,400.00
Training & Staff Development	\$ 33,000.00
Other	
Fl. Law Enforcement/PBC Sheriff	\$ 2,400.00
Licence /Health Dept. Inspection	\$ 4,000.00
Advertisement/Publications	\$ 3,100.00
Board (12) Staff (12) Meetings	\$ 2,200.00
Employee Recognition	\$ 243.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$1,941,032.00

SCHEDULE FOR PAYMENT (Continued)

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by the DELEGATE AGENCY directly in connection with the DELEGATE AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement.

1. in accordance with the Head Start Performance Standards Enrollment Guidelines (1305.7):

The DELEGATE AGENCY must maintain its funded enrollment level. When the DELEGATE AGENCY determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. The ELEGATE AGENCY may elect not to fill a vacancy when 60 calendar days or less remain in the program's enrollment year.

The DELEGATE AGENCY must submit a monthly Enrollment/Attendance Report along with the Monthly Status Report.

2. In accordance with the Head Start Performance Standards Attendance Guidelines (1305.8):

When the monthly average daily attendance rate in a center-based program falls below 85 percent the DELEGATE AGENCY must analyze the causes of absenteeism. The Analysis must include a study of the pattern of absences for each child, including the reasons for absences as well as the number of absences that occur on Consecutive days.

If the absences are a result of illness or if they are well documented absences for other reasons, no special action is required. If however, the absences result from other factors, including temporary family problems that affect a child's regular attendance, the DELEGATE AGENCY must initiate appropriate family support procedures for all children with four or more consecutive unexcused absences. These procedures must include home visits or other direct contact with the child's parents. Contacts with the family must emphasize the benefits of regular attendance, while at the same time remaining sensitive to any special family circumstances influencing attendance patterns. All contacts with the child's family as well as special family support service activities provided by DELEGATE AGENCY staff must be documented.

In circumstances where chronic absenteeism persists and it does not seem feasible to include the child in either the same or different program option, the child's slot must be considered an enrollment vacancy.

In the event the monthly average daily attendance rate does not meet 85% the DELEGATE AGENCY must submit an analysis report to the COUNTY that identifies the causes for the absences.

Head Start/Early Head Start enrollment wait list should be maintained at all times. The DELEGATE AGENCY 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.

AMENDMENT 001 TO EARLY HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 001 TO THE EARLY HEAD START DELEGATE AGENCY AGREEMENT dated September 12,2006 (Document No. R2006-1884), 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 Hispanic Human Resources Council, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the agreement amount by \$3,088 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- I. So much as Article 3 reads Two Hundred Five Thousand, Eight Hundred and Sixty Dollars (\$205,860) is amended to read Two Hundred Eight Thousand Nine Hundred and Forty-Eight Dollars (\$208,948) 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: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

By:_____

Addie L. Greene, Chairperson

RESOURCES COUNCIL, INC.

Signature

APPROVED AS TO TERMS

Jorge Avellana Name (type or print)

Executive Director Title

AND CONDITIONS

DELEGATE AGENCY: HISPANIC HUMAN

WITNESS:

By:

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Department Head

By:_

County Attorney

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR DELEGATE AGENCY AGREEMENT WITH: Hispanic Human Resources Council, Inc.

<u>MONTH</u>

BILLING RATE 1/12th OF ALLOCATION

October 2006	\$ 17,412.33
November 2006	\$ 17,412.33
December 2006	\$ 17,412.33
January 2007	\$ 17,412.33
February 2007	\$ 17,412.33
March 2007	\$ 17,412.33
April 2007	\$ 17,412.33
May 2007	\$ 17,412.33
June 2007	\$ 17,412.33
July 2007	\$ 17,412.33
August 2007	\$ 17,412.33
September, 2007	 <u>\$17,412.33</u>
	\$208,948.00

MAXIMUM AMOUNT AUTHORIZED

\$208,948.00

BUDGET DATA

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

COST CATEGORY	AUTHORIZED AMOUNT
1. Personnel	\$ 180,318.00
2. Fringe Benefits	\$ 17,032.00
3. Supplies	
Office Supplies	\$ 1,010.00
Child & Family Services	\$ 3,363.00
Other Supplies	\$ 84.00
4. Contractual	\$ 4,200.00
5. Other	
Utilities, Telephone	\$ 1,200.00
Incidental Alterations /Renovation	\$ 1,200.00
Parent Services	\$ 250.00
Accounting/Legal	204.00
Other	
Employee Recognition	87.00
MAXIMUM AMOUNT REIMBURSABLE EXPENSES	\$208,948.00

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by the DELEGATE AGENCY directly in connection with the DELEGATE AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement.

1. in accordance with the Head Start Performance Standards Enrollment Guidelines (1305.7):

The DELEGATE AGENCY must maintain its funded enrollment level. When the

DELEGATE AGENCY determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. The ELEGATE AGENCY may elect not to fill a vacancy when 60 calendar days or less remain in the program's enrollment year.

The DELEGATE AGENCY must submit a monthly Enrollment/Attendance Report along with the Monthly Status Report.

2. In accordance with the Head Start Performance Standards Attendance Guidelines (1305.8):

When the monthly average daily attendance rate in a center-based program falls below 85 percent the DELEGATE AGENCY must analyze the causes of absenteeism. The Analysis must include a study of the pattern of absences for each child, including the reasons for absences as well as the number of absences that occur on Consecutive days.

If the absences are a result of illness or if they are well documented absences for other reasons, no special action is required. If however, the absences result from other factors, including temporary family problems that affect a child's regular attendance, the DELEGATE AGENCY must initiate appropriate family support procedures for all children with four or more consecutive unexcused absences. These procedures must include home visits or other direct contact with the child's parents. Contacts with the family must emphasize the benefits of regular attendance, while at the same time remaining sensitive to any special family circumstances influencing attendance patterns. All contacts with the child's family as well as special family support service activities provided by DELEGATE AGENCY staff must be documented.

In circumstances where chronic absenteeism persists and it does not seem feasible to include the child in either the same or different program option, the child's slot must be considered an enrollment vacancy.

In the event the monthly average daily attendance rate does not meet 85% the DELEGATE AGENCY must submit an analysis report to the COUNTY that identifies the causes for the absences.

Head Start/Early Head Start enrollment wait list should be maintained at all times. The DELEGATE AGENCY 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.

AMENDMENT 001 TO EARLY HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CONTRACT PROVIDER AGREEMENT dated June 20, 2006 (Document No. R2006-1091), 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 Apostolic Child Development Centers, Inc., 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 \$3,036 for the period July 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- So much as Article 3 reads Two Hundred Fifty-three Thousand, One Hundred and I. Seventy-Two Dollars (\$253,172) is amended to read Two Hundred Fifty-Six Thousand Two Hundred and Eight Dollars (\$256,208) in accordance with the budget set forth herein as Exhibit (B1) hereof.
- The existing Exhibit "B" Schedule of Payment and Budget Data is deleted in its II. 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 BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

Deputy Clerk

By:

WITNESS:

By:

Addie L. Greene, Chairperson

CONTRACT PROVIDER: APOSTOLIC CHILD DEVELOPMENT CENTERS, INC.

Signature

Lula Mae Bluntson Name (type or print)

President Title

6 terms APPROVED AS AND COMDI By:

Department Head

Name (type or print

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CONTRACT PROVIDER AGREEMENT WITH: Apostolic Child Development Centers, Inc.

MONTH	DAYS	BILLING RATE <u>PER MONTH</u>
July 2006	20	\$ 16,125.60
August 2006	23	\$ 18,544.44
September 2006	20	\$ 16,125.60
October 2006	22	\$ 17,738.16
November 2006	21	\$ 16,931.88
December 2006	18	\$ 14,513.04
January 2007	21	\$ 16,931.88
February 2007	20	\$ 16,125.60
March 2007	22	\$ 17,738.16
April 2007	21	\$ 16,931.88
May 2007	22	\$ 17,738.16
June 2007	21	\$ 16,931.88
July 2007	21	\$ 16,931.88
August 2007	23	\$ 18,544.44
September, 2007	<u> 19 </u>	<u>\$18,355.32</u>
	314	\$256,208.00

MAXIMUM AMOUNT AUTHORIZED

\$ 256,208.00

In the event enrollment at the CONTRACT PROVIDER'S site(s) is less than <u>24</u> 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:

	Nothing below this line	
MA	XIMUM AMOUNT REIMBURSABLE EXPENSES	\$256,208.00
2.	To provide Early Head Start services to 24 children and their families for <u>19</u> days at the rate of \$40.252 per day in September 2007 for a total of	\$18,355.00
1.	To provide Early Head Start services to <u>24</u> children and their families for 295_days at a rate of \$33.595 per day for a total of	\$237,853.00
	COST CATEGORY	AUTHORIZED AMOUNT

SCHEDULE FOR PAYMENT (Continued)

1 .In accordance with the Head Start/Early 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 24 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 CONTRACT PROVIDER will be evaluated on a monthly basis. CONTRACT PROVIDERS should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CONTRACT PROVIDER which prevent 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:

- I. 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 Service Specialist parent contract; 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.

AMENDMENT 001 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CONTRACT PROVIDER AGREEMENT dated September 12, 2006 (Document No. R2006-1889), made and entered into at West Palm Beach _, by and between Palm Beach County, a political Florida, on this day of subdivision of the State of Florida hereinafter referred to as COUNTY, and Apostolic Child Development Centers, Inc., 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 \$8,448 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- So much as Article 3 reads Five Hundred Sixty Three Thousand, One Hundred I. and Eighty One Dollars (\$563,181) is amended to read Five Hundred Seventy One Thousand Six Hundred and Twenty Nine Dollars (\$571,629.00) in accordance with the budget set forth herein as Exhibit (B1) hereof.
- The existing Exhibit "B" Schedule of Payment and Budget Data is deleted in its II. 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.

PALM BEACH COUNTY, FLORIDA **ATTEST:** SHARON R. BOCK, Clerk & Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

Addie L. Greene, Chairperson

CONTRACT PROVIDER: APOSTOLIC CHILD DEVELOPMENT CENTERS, INC.

Maet

Signature

Lula Mae Bluntson Name (type or print)

President	······
Title	
APPROVED AS TO T AND CONDITIONS	TERMS (
By:	

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CONTRACT PROVIDER AGREEMENT WITH: Apostolic Child Development Centers, Inc.

		BILLING RATE
MONTH	DAYS	<u>PER MONTH</u>
October 2006	22	\$ 49,362.46
November 2006	21	\$ 47,118.71
December 2006	18	\$ 40,387.46
January 2007	21	\$ 47,118.71
February 2007	20	\$ 44,874.96
March 2007	22	\$ 49,362.46
April 2007	21	\$ 47,118.71
May 2007	22	\$ 49,362.46
June 2007	21	\$ 47,118.71
July 2007	21	\$ 47,118.71
August 2007	23	\$ 51,606.20
September, 2007	19	<u>\$ 51,079.21</u>
_ · · ·	251	\$571,628.76

MAXIMUM AMOUNT AUTHORIZED

\$ 571,629.00

In the event enrollment at the CONTRACT PROVIDER'S site(s) is less than 78_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:

	COST CATEGORY	AUTHORIZED AMOUNT
ar	o provide Head Start services to <u>78</u> children nd their families for 232 days at a rate of 28.766 per day for a total of	\$520,549.55
aı	o provide Head Start services to <u>78</u> children nd their families for <u>19</u> days at the rate of \$34.466 per ay in September 2007 for a total of	\$51,079.21
MAXIN	MUM AMOUNT REIMBURSABLE EXPENSES	\$ 571,629.00
	NY 1916 N N 1916 19	

Nothing below this line

SCHEDULE FOR PAYMENT (Continued)

1 .In accordance with the Head Start/Early 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 78 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 CONTRACT PROVIDER will be evaluated on a monthly basis. CONTRACT PROVIDERS should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CONTRACT PROVIDER which prevent 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:

- I. 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 Service Specialist parent contract; 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.

AMENDMENT 001 TO EARLY HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CHILD CARE PROVIDER AGREEMENT dated September 12, 2006 (Document No. R2006-1892), 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 Florence Fuller Child Development Centers, Inc., 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 \$2,537 for the period August 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- I. So much as Article 3 reads One Hundred and Ninety-two Thousand, Three Hundred and Twenty-Four Dollars (\$192,324) is amended to read One Hundred and Ninety-Four Thousand Eight Hundred and Sixty-One Dollars (\$194,861) 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 execute by their officials thereupon duly authorized.

ATTEST: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

WITNESS:

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_

County Attorney

By:_____ Addie L. Greene, Chairperson

CHILD CARE PROVIDER: FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC.

Lorraine E. Herdeen Name (type or print)

Executive Director Title

APPROVED AS TO AND CONDE By:

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CHILD CARE PROVIDER AGREEMENT WITH: Florence Fuller Child Development Centers, Inc.

<u>MONTH</u>	DAYS	BILLING RATE <u>PER MONTH</u>
August 2006	14	\$ 9,548.00
September 2006	20	\$ 13,640.00
October 2006	22	\$ 15,004.00
November 2006	20	\$ 13,640.00
December 2006	16	\$ 10,912.00
January 2007	21	\$ 14,322.00
February 2007	20	\$ 13,640.00
March 2007	22	\$ 15,004.00
April 2007	21	\$ 14,322.00
May 2007	22	\$ 15,004.00
June 2007	21	\$ 14,322.00
July 2007	21	\$ 14,322.00
August 2007	23	\$ 15,686.00
September, 2007	19	\$ 15,495.00
<u></u>	282	\$194,861.00

MAXIMUM AMOUNT AUTHORIZED

\$194,861.00

In the event the enrollment at the CHILD CARE PROVIDER'S site(s) is less than <u>22</u> 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 rate.

BUDGET DATA

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

 To provide Early Head Start services to <u>22</u> children and their families for 263_days at a rate of \$31.00 per day for a total of.....\$179,366.00

 To provide Early Head Start services to <u>20</u> children and their families for <u>19</u> days at the rate of \$37.069 per day in September 2007 for a total of \$15,495.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$ 194,861.00

AUTHORIZED AMOUNT

SCHEDULE OF 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 22 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 B" 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 prevent 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 Service Specialist parent contract; 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 an annual Pre-Service Training provided all staff is in attendance.

AMENDMENT 002 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 002 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated September 12,2006 (Document No. R2006-1891), made and entered into , by and between Palm at West Palm Beach Florida, on this day of Beach County, a political subdivision of the State of Florida hereinafter referred to as COUNTY, and Florence Fuller Child Development Centers, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the agreement amount by \$14,828 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- So much as Article 3 reads Nine Hundred Eighty- Eight Thousand, Five Hundred I. Fifty-One Dollars (\$ 988,551) is amended to read One Million Fourteen Thousand, Six Hundred Sixty Four Dollars (\$1,014,664) in accordance with the budget set forth herein as Exhibit (B2) hereof.
- The existing Exhibit "B1" Schedule of Payment and Budget Data is deleted in its II. entirety and Exhibit "B2" 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 BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

By:

Deputy Clerk

By: Addie L. Greene, Chairperson

DELEGATE AGENCY: FLORENCE FULLER CHILD DEVELOPMENT CENTER, INC.

Lorraine E. Herdeen Name (type or print)

Executive Director Title

APPROVED AS TO TERMS AND CONDUTIONS By:

Department Head

WITNESS:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR DELEGATE AGENCY AGREEMENT WITH: Florence Fuller Child Development Development Center, Inc.

BILLING RATE 1/12th OF ALLOCATION

<u>MONTH</u>

October 2006 November 2006 December 2006 January 2007 February 2007 March 2007 2007 April 2007 May June 2007 2007 July August 2007 September, 2007 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33 \$ 84,555.33

MAXIMUM AMOUNT AUTHORIZED

\$1,014,664.00

BUDGET DATA

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

COST CATEGORY	AUTHORIZED AMOUNT
 Personnel Fringe Benefits Supplies Office Supplies Child & Family Services Contractual Other Utilities, Telephone Building & Child Liability Insurance Building Maintenance/Repair Parent Services Other (Galileo) 	\$ 716,886.00 \$ 160,191.00 \$ 6,023.00 \$ 5,000.00 \$ 17,500.00 \$ 32,000.00 \$ 37,071.00 \$ 36,893.00 \$ 1,100.00 \$ 2,000.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$1,014,664.00

SCHEDULE FOR PAYMENT (Continued)

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by the DELEGATE AGENCY directly in connection with the DELEGATE AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement.

1. in accordance with the Head Start Performance Standards Enrollment Guidelines (1305.7):

The DELEGATE AGENCY must maintain its funded enrollment level. When the DELEGATE AGENCY determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. The ELEGATE AGENCY may elect not to fill a vacancy when 60 calendar days or less remain in the program's enrollment year.

The DELEGATE AGENCY must submit a monthly Enrollment/Attendance Report along with the Monthly Status Report.

2. In accordance with the Head Start Performance Standards Attendance Guidelines (1305.8):

When the monthly average daily attendance rate in a center-based program falls below 85 percent the DELEGATE AGENCY must analyze the causes of absenteeism. The Analysis must include a study of the pattern of absences for each child, including the reasons for absences as well as the number of absences that occur on Consecutive days.

If the absences are a result of illness or if they are well documented absences for other reasons, no special action is required. If however, the absences result from other factors, including temporary family problems that affect a child's regular attendance, the DELEGATE AGENCY must initiate appropriate family support procedures for all children with four or more consecutive unexcused absences. These procedures must include home visits or other direct contact with the child's parents. Contacts with the family must emphasize the benefits of regular attendance, while at the same time remaining sensitive to any special family circumstances influencing attendance patterns. All contacts with the child's family as well as special family support service activities provided by DELEGATE AGENCY staff must be documented.

In circumstances where chronic absenteeism persists and it does not seem feasible to include the child in either the same or different program option, the child's slot must be considered an enrollment vacancy.

In the event the monthly average daily attendance rate does not meet 85% the DELEGATE AGENCY must submit an analysis report to the COUNTY that identifies the causes for the absences.

Head Start/Early Head Start enrollment wait list should be maintained at all times. The DELEGATE AGENCY 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.

AMENDMENT 002 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 002 TO CONTRACT SERVICES AGREEMENT dated September 12, 2006 (Document No. R2006-1885), made and entered into at West Palm Beach ____, by and between Palm Beach County, a political Florida, on this day of subdivision of the State of Florida hereinafter referred to as COUNTY, and Education Development Center, Inc.(dba My First Steps Pre-School), 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 \$8,139 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- So much as Article 3 reads Five Hundred Fifty Two Thousand, Four Hundred I. and Eighteen Dollars (\$552,418) is amended to read Five Hundred Sixty Thousand, Five Hundred and Fifty Seven Dollars (\$560,557.00) in accordance with the budget set forth herein as Exhibit (B2) hereof.
- The existing Exhibit "B1" Schedule of Payment and Budget Data is deleted in its II. entirety and Exhibit "B2" 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 BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

Deputy Clerk

By:

Addie L. Greene, Chairperson

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

WULLA nall

Nancy Riviera-Pierola Name (type or print)

Executive Director Title

APPROVED A TERMS AND CO By:

Department Head

1011SIG Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

By:_

WITNESS:

County Attorney

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CONTRACT PROVIDER AGREEMENT WITH: Education Development Center, Inc., dba My First Steps Preschool

		BILLING RATE
MONTH	DAYS	<u>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	<u>\$ 53,652.85</u>
	251	\$560,556.82
		•

MAXIMUM AMOUNT AUTHORIZED

\$ 560,557.00

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:

COST CATEGORY

AUTHORIZED AMOUNT

1.	To provide Head Start services to <u>74</u> children and their families for 209 days through July 2007 at a rate of \$29.213 per day for a total of	\$451,808.25
2.	To provide Head Start services to <u>82</u> children and their families for <u>23</u> days at the rate of \$29.213 per day in August 2007 for a total of	\$55,095.71
3.	To provide Head Start services to <u>82</u> children and their families for <u>19</u> days at the rate of \$34.437 per day in September 2007 for a total of	<u>\$53,652.85</u>
		\$560,556.81
MA	AXIMUM AMOUNT REIMBURSABLE EXPENSES	\$ 560,557.00

Nothing below this line

SCHEDULE FOR PAYMENT (Continued)

1 .In accordance with the Head Start/Early 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 B2" 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 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 B2" for the first two months of services provided to the children. Payment to the CONTRACT PROVIDER will be evaluated on a monthly basis. CONTRACT PROVIDERS should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CONTRACT PROVIDER which prevent the centers from being opened, the CONTRACT PROVIDER may be reimbursed for the full month care days and children as stated above in "Exhibit B2." 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:

- I. 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 Service 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.

AMENDMENT 001 TO EARLY HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CHILD CARE PROVIDER 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 hereinafter referred to as COUNTY, and Family Central, Inc., 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 \$1,426 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- I. So much as Article 3 reads One Hundred Thirteen Thousand, Ninety One Dollars (\$113,091) is amended to read One Hundred Fourteen Thousand Five Hundred and Seventeen Dollars (\$114,517) 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 execute by their officials thereupon duly authorized.

ATTEST: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

By: Deputy Clerk WITN

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

By:_____ Addie L. Greene, Chairperson

CHILD CARE PROVIDER Family Central ,Inc..

Sala Signature

Barbara Ann Weinstein Ed.D. Name (type or print)

President / CEO Title

APPROVED AS AND COMD By:

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CHILD CARE PROVIDER AGREEMENT WITH: Emmanuel Child Development Center Inc.,.

<u>MONTH</u>	DAYS	BILLING RATE <u>PER MONTH</u>
October 2006	22	\$ 8,433.22
November 2006	20	\$ 7,666.56
December 2006	16	\$ 6,133.25
January 2007	21	\$ 8,049.89
February 2007	20	\$ 7,666.56
March 2007	22	\$ 8,433.22
April 2007	21	\$ 8,049.89
May 2007	22	\$ 8,433.22
June 2007	21	\$ 8,049.89
July 2007	21	\$ 8,049.89
August 2007	23	\$ 8,816.54
September, 2007	<u>19</u>	\$ 8,709.23
Deptember, 2007	248	\$ 96,491.36

Maximum Amount Authorized For Services

\$96,491.00

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 16 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.

*Family Child Care Providers may serve children on holidays, which may provide more service days in a particular month as noted above; <u>no</u> provider will be reimbursed for more than a total of 248 days of service.

Reimbursement Cost

\$18,026.00

BUDGET DATA

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

	COST CATEGORY	AUTHORIZED AMOUNT
1.	To provide Early Head Start services to <u>16</u> children and their families for <u>229</u> days at a rate of \$23.958 per day for a total of	\$87,782.13
2.	To provide Early Head Start services to <u>16</u> children and their families for <u>19</u> days at the rate of \$28.65 per day in September 2007 for a total of	\$ 8,709.23
	o provide for reimbursement costs "out of pocket" for postage, nileage, conferences, training and substitutes	\$18,026.00
MA	XIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMEN	NT \$114,517.00

Nothing below this line

SCHEDULE OF PAYMENT (Continued)

Reimbursable expenses for postage, mileage, conferences, parent meetings, accreditation and substitutes shall be the actual expense, as reasonably incurred by the CHILD CARE PROVIDER directly in connection with the CHILD CARE PROVIDER'S performance of its duties and Scope of Work pursuant to this Agreement. Invoices for the expenses must include sufficient documentation to support the expenses being claimed. Documentation must include a copy of the check and a copy of the invoice.

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 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 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 B" 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 prevent 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 Service Specialist parent contract; 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 an annual Pre-Service Training provided all staff is in attendance.

AMENDMENT 001 TO EARLY HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CHILD CARE PROVIDER AGREEMENT dated June 20, 2006 (Document No. R2006-1092), 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 Emmanuel Child Development Center Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CHILD CARE PROVIDER.

WITNESSETH:

I.

WHEREAS, the need exists to amend the AGREEMENT to increase the agreement amount by \$2,390 for the period July 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- So much as Article 3 reads One Hundred and Ninety-eight Thousand, Four Hundred Dollars (\$198,400) is amended to read Two Hundred Thousand Seven Hundred and Ninety Dollars (\$200,790) 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 execute by their officials thereupon duly authorized.

ATTEST: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

By:_____ Addie L. Greene, Chairperson

WITNESS:

<u>Arme</u> A Nichdas Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

CHILD CARE PROVIDER

Emmanuel Child Development Center, Inc.

Beatrice Marcelle Name (type or print)

Executive Director Title

APPROVED A AND CONDITIONS By:

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CHILD CARE PROVIDER AGREEMENT WITH: Emmanuel Child Development Center Inc.,.

<u>MONTH</u>	DAYS	BILLING RATE <u>PER MONTH</u>
July 2006	20	\$ 12,400.00
August 2006	23	\$ 14,260.00
September 2006	20	\$ 12,400.00
October 2006	22	\$ 13,640.00
November 2006	21	\$ 13,020.00
December 2006	20	\$ 12,400.00
January 2007	23	\$ 14,260.00
February 2007	20	\$ 12,400.00
March 2007	22	\$ 13,640.00
April 2007	21	\$ 13,020.00
May 2007	23	\$ 14,260.00
June 2007	21	\$ 13,020.00
July 2007	21	\$ 13,020.00
August 2007	23	\$ 14,260.00
September, 2007	<u>20</u>	\$ 14,790.00
September 2007	320	\$200,790.00

MAXIMUM AMOUNT AUTHORIZED

\$200,790.00

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than <u>20</u> 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:

	COST CATEGORY	AUTHORIZED AMOUNT
1.	To provide Early Head Start services to <u>20</u> children and their families for <u>300</u> days at a rate of \$31.00 per day for a total of	\$186,000.00
2.	To provide Early Head Start services to 20 children and their families for 20 days at the rate of \$36.975 per day in September 2007 for a total of	\$14,790.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$ 200,790.00

SCHEDULE OF 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 B" 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 prevent 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 Service Specialist parent contract; 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 an annual Pre-Service Training provided all staff is in attendance.

AMENDMENT 002 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 002 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated September 12,2006 (Document No. R2006-1895), 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 YWCA of Palm Beach County, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the agreement amount by \$7,887 for the period October 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- I. So much as Article 3 reads Five Hundred Twenty Five Thousand, Eight Hundred Twenty Eight Dollars (\$ 525,828) is amended to read Five Hundred Forty Thousand, Four Hundred Fifty Six Dollars (\$ 540,456) in accordance with the budget set forth herein as Exhibit (B2) hereof.
- II. The existing Exhibit "B1" Schedule of Payment and Budget Data is deleted in its entirety and Exhibit "B2" 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: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

WITNESS:

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

By:___

Addie L. Greene, Chairperson

DELEGATE AGENCY: YWCA OF PALM BEACH COUNTY, INC.

gnature

<u>Suzanne Turner</u> Name (type or print)

Executive Director Title

APPROVED_AS AND CONDIA By:

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR DELEGATE AGENCY AGREEMENT WITH: YWCA of Palm Beach County, Inc.,

BILLING RATE 1/12th OF ALLOCATION

<u>MONTH</u>

October 2006 November 2006 December 2006 January 2007 February 2007 March 2007 April 2007 May 2007 June 2007 July 2007 August 2007 September, 2007 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00 \$ 45,038.00

MAXIMUM AMOUNT AUTHORIZED

\$ 540,456.00

BUDGET DATA

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

COST CATEGORY	AUTH	IORIZED AMOU	<u>/NT</u>
1. Personnel	\$	371,351.00	
2. Fringe Benefits	\$	76,150.00	
3. Supplies			
Child & Family Services	\$	5,214.00	
4. Contractual	\$	16,548.00	
5. Travel	\$	1,499.00	
6. Equipment	\$	4,679.00	
7. Other			
Rent	\$	29,220.00	
Utilities, Telephone	\$	19,422.00	
Building & Child Liability Insurance	\$	6,459.00	
Local Travel	\$	3,875.00	
Parent Services		500.00	
Nutrition Services	:	\$ 1,000.00	
Publications/Advertising/Printing		\$ 500.00	
Other-		\$ 4,039.00	
Postage			
Field trips		:	
Teacher Meals	_		
		\$ 540,456.00	

MAXIMUM AMOUNT REIMBURSABLE EXPENSES AUTHORIZED UNDER THIS AGREEMENT

\$540,456.00

SCHEDULE FOR PAYMENT (Continued)

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by the DELEGATE AGENCY directly in connection with the DELEGATE AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement.

1. in accordance with the Head Start Performance Standards Enrollment Guidelines (1305.7):

The DELEGATE AGENCY must maintain its funded enrollment level. When the DELEGATE AGENCY determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. The ELEGATE AGENCY may elect not to fill a vacancy when 60 calendar days or less remain in the program's enrollment year.

The DELEGATE AGENCY must submit a monthly Enrollment/Attendance Report along with the Monthly Status Report.

2. In accordance with the Head Start Performance Standards Attendance Guidelines (1305.8):

When the monthly average daily attendance rate in a center-based program falls below 85 percent the DELEGATE AGENCY must analyze the causes of absenteeism. The Analysis must include a study of the pattern of absences for each child, including the reasons for absences as well as the number of absences that occur on Consecutive days.

If the absences are a result of illness or if they are well documented absences for other reasons, no special action is required. If however, the absences result from other factors, including temporary family problems that affect a child's regular attendance, the DELEGATE AGENCY must initiate appropriate family support procedures for all children with four or more consecutive unexcused absences. These procedures must include home visits or other direct contact with the child's parents. Contacts with the family must emphasize the benefits of regular attendance, while at the same time remaining sensitive to any special family circumstances influencing attendance patterns. All contacts with the child's family as well as special family support service activities provided by DELEGATE AGENCY staff must be documented.

In circumstances where chronic absenteeism persists and it does not seem feasible to include the child in either the same or different program option, the child's slot must be considered an enrollment vacancy.

In the event the monthly average daily attendance rate does not meet 85% the DELEGATE AGENCY must submit an analysis report to the COUNTY that identifies the causes for the absences.

Head Start/Early Head Start enrollment wait list should be maintained at all times. The DELEGATE AGENCY 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.

AMENDMENT 001 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CHILD CARE PROVIDER AGREEMENT dated June 20, 2006 (Document No. R2006-1093), 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 The King's Kids Early Learning Center, Inc., 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 \$3,408 for the period July 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- I. So much as Article 3 reads Two Hundred Eighty Three Thousand, Three Hundred and Thirty Eight Dollars (\$283,338) is amended to read Two Hundred Eighty Six Thousand, Seven Hundred Forty Six Dollars (\$286,746) 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 execute by their officials thereupon duly authorized.

ATTEST:

PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk & Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

WITNESS:

Judrey Mest 20

UDREY PRIESTLEY Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

By: Addie L. Greene, Chairperson

CHILD CARE PROVIDER: THE KING'S KIDS EARLY LEARNING CENTER, INC.

terman By: Signatur

Carolyn Freeman Name (type or print)

Director Title

APPROVED AS TO TERMS AND COND By:

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CHILD CARE PROVIDER AGREEMENT WITH: THE KINGS KIDS EARLY LEARNING CENTER INC.

<u>MONTH</u>	DAYS	BILLING RATE <u>PER MONTH</u>
July 2006	20	\$ 17,820.00
August 2006	23	\$ 20,493.00
September 2006	20	\$ 17,820.00
October 2006	22	\$ 19,602.00
November 2006	21	\$ 18,711.00
December 2006	20	\$ 17,820.00
January 2007	23	\$ 20,493.00
February 2007	20	\$ 17,820.00
March 2007	22	\$ 19,602.00
April 2007	21	\$ 19,002.00
May 2007	22	\$ 19,602.00
June 2007	21	\$ 19,002.00
July 2007	21	\$ 18,711.00
August 2007	23	\$ 20,493.00
September, 2007	<u>_19</u>	
	$\frac{-19}{318}$	<u>\$ 20,337.00</u> \$ 286 746 00
	510	\$ 286,746.00

MAXIMUM AMOUNT AUTHORIZED

\$286,746.00

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 33 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:

	COST CATEGORY	AUTHORIZED AMOUNT
1.	To provide Head Start services to 33 children and their families for 299 days at a rate of	
	\$27.341 per day for a total of	\$ 266,409.00
2.	To provide Head Start services to $\underline{33}$ children and their families for $\underline{19}$ days at the rate of \$32.435 per day in September 2007 for a total of	\$20,337.00
		\$20,557.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$286,746.00

SCHEDULE OF 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 33 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 prevent 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 Service Specialist parent contract; 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 an annual Pre-Service Training provided all staff is in attendance.

AMENDMENT 001 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO CHILD CARE PROVIDER AGREEMENT dated June 20, 2006 (Document No. R2006-1090), made and entered into at West Palm Beach Florida, _, by and between Palm Beach County, a political on this day of subdivision of the State of Florida hereinafter referred to as COUNTY, and A Step Above Learning Center, Inc.,(dba A Step Above 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 \$2,066 for the period July 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- So much as Article 3 reads One Hundred Sixty Four Thousand, One Hundred and I. Sixty Dollars (\$164,160) is amended to read One Hundred Sixty Six Thousand, Two Hundred Twenty Six Dollars (\$166,226) in accordance with the budget set forth herein as Exhibit (B1) hereof.
- The existing Exhibit "B" Schedule of Payment and Budget Data is deleted in its II. 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 execute by their officials thereupon duly authorized.

By:

ATTEST:

By:

Deputy Clerk

WITNESS:

HUDREY PRIESTLE Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk & Comptroller BOARD OF COUNTY COMMISSIONERS

Addie L. Greene, Chairperson

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

Than a

Signature

Tatiana Cage Name (type or print)

Executive Director Title

APPROVED AS TO TERMS AND CONDITIONS By:

Department Head

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
MONTH	DAYS	PER MONTH
July 2006	6	\$ 3,240.00
August 2006	23	\$ 12,420.00
September 2006	20	\$ 10,800.00
October 2006	22	\$ 11,880.00
November 2006	21	\$ 11,340.00
December 2006	20	\$ 10,800.00
January 2007	23	\$ 12,420.00
February 2007	20	\$ 10,800.00
March 2007	22	\$ 11,880.00
April 2007	21	\$ 11,340.00
May 2007	22	\$ 11,880.00
June 2007	21	\$ 11,340.00
July 2007	21	\$ 11,340.00
August 2007	23	\$ 12,420.00
September, 2007	19	\$ 12,326.00
September, 2007	304	\$ 166,226.00
		÷ j ····

MAXIMUM AMOUNT AUTHORIZED

\$ 166,226.00

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:

COST CATEGORY

AUTHORIZED AMOUNT

1.	To provide Head Start services to <u>20</u> children and their families for 285 days at a rate of \$27.00 per day for a total of	\$ 153,900.00
2.	To provide Head Start services to 20 children and their families for 19 days at the rate of \$32.436 per day in September 2007 for a total of	\$12,326.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$ 166,226.00

SCHEDULE OF 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 prevent 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 Service Specialist parent contract; 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 an annual Pre-Service Training provided all staff is in attendance.

AMENDMENT 002 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 002 TO CHILD CARE PROVIDER AGREEMENT dated June 20, 2006 (Document No. R2006-1094), 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 Union Missionary Baptist Church, Inc.,(Day Care 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 \$3,201 for the period August 1, 2006 thru September 30,2007 to reflect the FY 2007 Department of Health and Human Services Cost of Living Adjustment.

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

- I. So much as Article 3 reads Two Hundred Seventy Seventy-Four Thousand, Three Hundred Seventy-Four Dollars (\$274,374) is amended to read Two Hundred Seventy-Seven Thousand, Five Hundred Seventy-Five Dollars (\$277,575) in accordance with the budget set forth herein as Exhibit (B2) hereof.
- II. The existing Exhibit "B1" Schedule of Payment and Budget Data is deleted in its entirety and Exhibit "B2" 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 execute by their officials thereupon duly authorized.

ATTEST: PALM BEACH COUNTY, FLORIDA SHARON R. BOCK, Clerk &Comptroller BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

WITNESS:

HUDREY PRIESTLEY Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

By:_____ Addie L. Greene, Chairperson

CHILD CARE PROVIDER: UNION MISSIONARY BAPTIST CHURCH, INC. (DAY CARE CENTER).

Signature

Mary Clark Name (type or print)

Director Titl

Title APPROVED AS TO TERMS AND COND

Department Head

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR CHILD CARE PROVIDER AGREEMENT WITH: UNION MISSIONARY BAPTIST CHURCH, INC.,(DAY CARE CENTER)

<u>MONTH</u>	DAYS	BILLING RATE <u>PER MONTH</u>
July 2006	20	\$ 17,280.00
August 2006	23	\$ 19,872.00
September 2006	21	\$ 18,144.00
October 2006	22	\$ 19,008.00
November 2006	19	\$ 16,416.00
December 2006	17	\$ 14,688.00
January 2007	21	\$ 18,144.00
February 2007	19	\$ 16,416.00
March 2007	22	\$ 19,008.00
April 2007	21	\$ 18,144.00
May 2007	22	\$ 19,008.00
June 2007	21	\$ 18,144.00
July 2007	21	\$ 18,144.00
August 2007	23	\$ 22,977.00
September, 2007	<u>_19</u>	\$ 22,182.00
	311	\$ 277,575.00

MAXIMUM AMOUNT AUTHORIZED

\$277,575.00

In the event enrollment at the CHILD CARE PROVIDER"S site(s) is less than 32 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:

COST CATEGORY

AUTHORIZED AMOUNT

1.	To provide Head Start services to <u>32</u> children and their families for 269 days through July 2007 at a rate of \$27.00 per child per day for a total of	.\$232,416.00
2.	To provide Head Start services to <u>37</u> children and their families for <u>23</u> days at the rate of \$27.00 per day in August 2007 for a total of	. \$ 22,977.00
3.	To provide Head Start services to <u>37</u> children and their families for 19 days at the rate of \$31.553 per day in September 2007 for a total of	\$ 22,182.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES

\$ 277,575.00

SCHEDULE OF 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 37 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 prevent 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 Service Specialist parent contract; 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 an annual Pre-Service Training provided all staff is in attendance.