

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>628</u>	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>628</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

County Ad Valorem Taxes

C. Departmental Fiscal Review *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 4-7-08
 OFMB
 4/7/08 mm CN
 09/10/1 3/31/08

[Signature] 4/17/08
 Contract Dev and Control
 E Jones 4/17/08

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

This amendment complies with our review requirements.

The effective date is retroactive.

C. Other Department Review:

 Department Director

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

AMENDMENT 001 TO HEAD START CONTRACTED SERVICES AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START CONTRACTED SERVICES AGREEMENT dated October 16, 2007 (Document No. R2007 1785), 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 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 \$628 for the period April 1, 2008 through September 30, 2008 and to reflect the FY 2008 Head Start uniform annual rate per child adjustment (increase).

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

- I. So much as Article 3 reads Two Hundred Six Thousand, Seven Hundred Fifteen Dollars (\$206,715) is amended to read Two Hundred Seven Thousand, Three Hundred Forty-Three Dollars (\$207,343) in accordance with the budget set forth herein as Exhibit B1 hereof.
- II. The existing Exhibit "B" Schedule of Payment and Budget Data is deleted in its entirety and Exhibit "B1" attached hereto is substituted in its stead.

OTHER PROVISIONS

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

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

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

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

Alfred Reed
Signature

By: Mary Clark
Signature

Alfred Reed
Name (type or print)

Mary Clark
Name (type or print)

Director
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: Phonny J. Smith
Department Head

EXHIBIT "B1"

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

BILLING RATE: \$27.1871 per child/per day for 3 year olds
\$18.40 per child/per day for 4 year olds

Based on Maximum Enrollment of 37 Children.

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
October, 2007	23	\$19,094
November, 2007	20	\$16,604
December, 2007	15	\$12,453
January, 2008	21	\$17,434
February, 2008	21	\$17,434
March, 2008	21	\$17,434
Total Number of Care Days	121	\$100,453

Payment previously paid under Document No. R2007 1785, dated October 16, 2007

Billing Rate: \$22.57

Based on Maximum Enrollment of 37 Children

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
April, 2008	22	\$18,371.98
May, 2008	21	\$17,536.89
June, 2008	21	\$17,536.89
July, 2008	22	\$18,371.98
August, 2008	21	\$17,536.89
September 2008	21	\$17,536.89
Total Number of Care Days	128	\$106,891.52

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$106,892

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 37 children and families, the maximum amount authorized per month will be determined by multiplying the total number of children enrolled per day X the per child daily rate.

BUDGET DATA

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

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. To provide Head Start services for an estimate of 17 children and their families for 121 days at a rate of \$27.1871 per child/per day for 3 year olds for a total of	\$55,923.86
2. To provide Head Start services for an estimate of 20 children and their families for 121 days at a rate of \$18.40 per child/per day for 4 year olds for a total of	\$ 44,528.00
3. To provide Head Start services for an estimate of 37 children and their families for 128 days at a rate of \$22.57 per child/per day for 3 and 4 year olds for a total of	\$106,891.52
	<u>\$207,343.38</u>

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$207,343

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

U.S. Department of Health and Human Services (Federal)	\$126,210
Palm Beach County (Non-Federal Match)	\$ 32,180
Palm Beach County (Non-Federal Overmatch)	\$ 48,953

TOTAL \$207,343

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

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

Nothing below this line

EXHIBIT "B1"
SCHEDULE FOR PAYMENT (Continued)

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

(A) The CHILD CARE PROVIDER will be reimbursed for the full month care days and children as stated above in "Exhibit B1" when the monthly average daily attendance rate is at 85% or greater.

(B) The above schedule of services represents the maximum monthly total for services to 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 prevents the centers from being opened, the CHILD CARE PROVIDER may be reimbursed for the full month care days and children as stated above in "Exhibit B1." Payment to the CHILD CARE PROVIDER will be evaluated on an individual basis with the potential that the termination clause (Article 5) could be invoked.

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

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

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

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

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

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

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

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

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

Nothing below this line

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2007

PRODUCER 301-774-6402
Unified Risk Management
2510 Goldwine Road
Brooksville, Md 20833
Largo, Md 20774

FAX (301)774-0414

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Grifone Insurance Group**

14559

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED: **Union Missionary Baptist Church**
3900 Broadway
West Palm Beach, Fl 33407

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRES	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Professional Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1193-993	10/27/2007	10/27/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 1,000,000 MED EXP (Per occ/yr) \$ 5,000 PERSONAL & ADV BARRY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BS8212C192-06-SEL	10/27/2007	10/27/2008	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY BARRY (Per person) \$ BODILY BARRY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - SA/ACCIDENT \$ OTHER THAN AUTO ONLY: SA ACC \$ AGG \$
UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? If yes, describe used SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ASSBY ENDORSEMENTS / SPECIAL PROVISIONS

Additional insured -Palm Beach County Board of County Commission

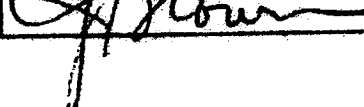
CERTIFICATE HOLDER

Palm Beach County Board of County Commission
Head Star/Early Head Start and Child Services
3323 Belvedere Road
Building 501B
West Palm Beach, Fl 33406

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DS
UNION-4

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

PRODUCER
SIMLE INSURANCE GROUP, INC.
P. O. BOX 160398
ALTAMONTE SPRINGS FL 32716
Phone: 407-869-0962 Fax: 407-774-0936

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

INSURED
Union Missionary Baptist Churc
3900 W. Broadway
West Palm Beach FL 33407

INSURERS AFFORDING COVERAGE	NAJC #
INSURER A ZENITH INSURANCE COMPANY	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2065979202	05/07/07	05/07/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 100000 E L DISEASE - EA EMPLOYEE \$ 100000 E L DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 fax: 561-83203625 **cancellation notice is 30 days with the exception of non pay which is 10**
 fax#561-233-1631CLANEATHA REED

CERTIFICATE HOLDER

PALMBCO
 Palm Beach County Board of Co Commissioners
 Head Start/Early Head Start & Child Services
 3323 Belvedere Rd Bldg #502
 West Palm Beach FL 33406

CANCELLATION

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