

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2009 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department _____

Submitted By: Community Services

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The following Delegate Agency Agreement Amendments to recognize American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment (COLA) and Quality Improvement (QI) funding for the period July 1, 2009, through September 30, 2010 totaling \$124,277 (\$84,277 COLA and \$40,000 QI);

- A) Amendment No. 1 to Florence Fuller Child Development Centers, Inc. (R2009-1481) for \$29,142 (\$19,142 COLA, \$10,000 QI) and a new total not-to-exceed \$1,010,933;
- B) Amendment No. 1 to Hispanic Human Resources Council, Inc. (R2009-1483) for \$42,127 (\$32,127 COLA, \$10,000 QI) and a new total not-to-exceed \$1,684,738;
- C) Amendment No. 1 to The School Board of Palm Beach County (Delray Full Service Center) (R2009-1246) for \$32,701 (\$22,701 COLA, \$10,000 QI) and a new total not-to-exceed \$1,124,362 and
- D) Amendment No. 1 to the YWCA of Palm Beach County, Inc. (R2009-1482) for \$20,307 (\$10,307 COLA, \$10,000 QI) and a new total not-to-exceed \$548,964.

Summary: The Delegates will utilize ARRA COLA and QI awards to increase salary and fringe benefits and/or offset increased operating expenses and quality improvement activities as submitted in the funding application and approved by the Region IV Office of Head Start and the grantee. No new County funding is required. (Head Start) Countywide (TFK)

Background and Justification: Palm Beach County Head Start is the recipient of Head Start 2009 ARRA COLA and QI Funding. The delegates have been awarded a portion of these funds.

Attachments

1. Award Letter
2. Head Start Delegate Agency Agreement Amendments

Recommended by:

Department Director

11/6/09
Date

Approved By:

Assistant County Administrator

11/13/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$124,277</u>	_____	_____	_____	_____
External Revenue	<u>(\$124,277)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget: Yes ☒ No ☐

Budget Account No. : Fund 1002 Dept. 147 Unit Various Object Various

Program Code: Various

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

C. Departmental Fiscal Review: Taruna Malhotra
11/6/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

No fiscal impact.

[Signature] 11/11/09
OFMB [Signature] 11/10/09 [Signature] 11/6/09 [Signature] 11/9/09

[Signature] 11/12/09
Contract Development & Control
[Signature] 11/12/09

These Amendments comply
with our review requirements.

B. Legal Sufficiency:

[Signature] 11/13/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT 001 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated August 18, 2009 (Document No. R2009-1246), made and entered into on this day of _____, by and between Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the COUNTY, and The School Board of Palm Beach County (Delray Full Service Center) a corporation authorized to do business in the State of Florida, herein referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the Agreement amount by \$32,701(\$22,701 ARRA/COLA and \$10,000 QI) for the period July 1, 2009 through September 30, 2010; ARRA-COLA (July 1, 2009-June 30, 2010) and QI (July 1-September 30, 2010) to reflect the Fiscal Year 2009 Department of Health and Human Services American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment(COLA) and the Quality Improvement (QI) grants.

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, Ninety-one Thousand, Six Hundred Sixty-one Dollars (\$1,091,661) is amended to read One Million One Hundred Twenty-four Thousand, Three Hundred Sixty-two Dollars (\$1,124,362) 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.
- III. The Delegate Agency must comply and report to County all requirements as specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outlined in Section 1512 of the Act (see Attachment 1, Standard Terms and Conditions ARRA of 2009).

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the AGREEMENT in conflict with this Amendment and Exhibits or Attachments thereto 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

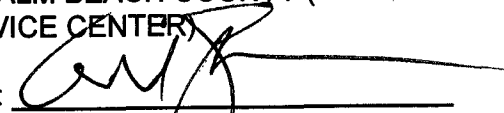
By: _____
Deputy Clerk

By: _____
Chair

WITNESS:

**DELEGATE AGENCY: THE SCHOOL BOARD
OF PALM BEACH COUNTY (DELRAY FULL
SERVICE CENTER)**


Signature

By: 
Signature

CAROL KELLER BASS
Name (type or print)

Dr. Arthur C. Johnson
Name (type or print)

Superintendent
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Department Head

EXHIBIT "B1"

**SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR
DELEGATE AGENCY AGREEMENT WITH: THE SCHOOL BOARD OF PALM BEACH COUNTY
(DELRAY FULL SERVICE CENTER)**

BILLING & BUDGET DATA

Payment will only be made for budgeted categories up to the maximum amount set forth below:
The budget has been established based on an annual rate per child of \$6,293.53 and a minimum of 249 days of service.

<u>COST CATEGORY</u>	<u>2010 AUTHORIZED AMOUNT</u>	<u>ARRA COLA</u>	<u>ARRA/QI</u>	<u>TOTAL</u>
1. Personnel	\$730,332			\$730,332
2. Fringe Benefits	\$306,083			\$306,083
Social Security (FICA), State Disability Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)				
3. Travel (staff out of town)	\$ 2,000			\$ 2,000
4. Contractual (health/disabilities)	\$ 22,200			\$22,200
5. Supplies				
Office Supplies	\$ 3,000			\$3,000
Child & Family Services	\$ 5,000			\$5,000
Food Services	\$ 600			\$ 600
Classroom Supplies (parent & student special activities)	\$ 3,000			\$3,000
6. Local Travel	\$ 800			\$ 800
7. Training & Staff	\$ 3,646		\$5,000	\$8,646
8. Cleaning Supplies	\$ 6,000			\$6,000
9. Equipment	\$ 9,000			\$9,000
10. Other Supplies				
Child & Family Services, Classroom) and Office Supplies)		\$22,701		\$22,701
Gross Motor Skills Supplies			\$5,000	\$5,000
TOTAL AMOUNT	\$1,091,661	\$22,701	\$10,000	\$1,124,362

MAXIMUM TOTAL \$1,124,362

**MAXIMUM AMOUNT REIMBURSABLE EXPENSES
AUTHORIZED UNDER THIS AGREEMENT**

\$1,124,362

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)	\$735,294
Palm Beach County (Non-Federal Match)	\$157,199
Palm Beach County (Non-Federal Overmatch)	<u>\$231,869</u>
TOTAL	\$1,124,362

The Grant Application Instrument (GABI) attached hereto and made a part hereof, was used to develop the above cost categories and authorized amounts. The Administration for Children and Families developed the standardized Head Start Grant Application and Budget Instrument for agencies to use in their application process for financial assistance. This also applies to any continuation applications.

The Delegate Agency shall maintain records in auditable form that permit allocation of the expenses to the various funding sources. Funds received under this Agreement cannot be utilized for payment of mortgage or mortgage expenses.

Reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses as 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.

Nothing below this line

EXHIBIT "B1"
SCHEDULE FOR PAYMENT (Continued)

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 that 30 calendar days may elapse before the vacancy is filled.

2. The DELEGATE AGENCY must submit each month:
 - A. Monthly Actual Enrollment numbers;
 - B. Monthly Attendance reports to the Family & Community Partnership Unit Supervisor.
3. Sign-in/out sheets must be submitted for the months of December, March, June and September with the request for all children that reimbursement is being requested for. A signature as well as a legible time must be entered on the sign-in/out sheets as these will be used as a source document. The sign-in/out sheets for the remainder of the months will be available for the COUNTY to review upon their site visits.

4. 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 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 maintain an active and current wait list in the ChildPlus.net data engine. However, the DELEGATE AGENCY should maintain a hard copy of the monthly reports as a back-up measure.

Nothing below this line

AMENDMENT 001 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated September 15, 2009 (Document No. R2009-1481), made and entered into on this day of _____, by and between Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the COUNTY, and Florence Fuller Child Development Centers, Inc., a corporation authorized to do business in the State of Florida, herein referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the Agreement amount by \$29,142 (\$19,142 ARRA/COLA and \$10,000 QI) for the period July 1, 2009 through September 30, 2010; ARRA-COLA (July 1, 2009-June 30, 2010) and QI (July 1-September 30, 2010) to reflect the Fiscal Year 2009 Department of Health and Human Services American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment(COLA) and the Quality Improvement (QI) grants.

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

- I. So much as Article 3 reads Nine Hundred Eighty-One Thousand, Seven Hundred Ninety-One Dollars (\$981,791) is amended to read One Million Ten Thousand, Nine Hundred Thirty-Three Dollars (\$1,010,933) 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.
- III. The Delegate Agency must comply and report to County all requirements as specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outlined in Section 1512 of the Act (see Attachment 1, Standard Terms and Conditions ARRA of 2009).

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the AGREEMENT in conflict with this Amendment and Exhibits or Attachments thereto 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

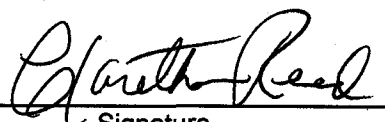
**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS**


By: _____
Deputy Clerk

By: _____
Chair

WITNESS:

**DELEGATE AGENCY: FLORENCE FULLER
CHILD DEVELOPMENT CENTERS, INC.**


Signature
Claretta Reed
Name (type or print)

By: 
Signature
Douglas Paton
Name (type or print)
Chief Executive Officer
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

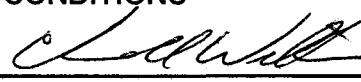
By: 
Department Head

EXHIBIT "B1"

**SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR
DELEGATE AGENCY AGREEMENT WITH: FLORENCE FULLER CHILD DEVELOPMENT CENTERS,
INC.**

BILLING & BUDGET DATA

Payment will only be made for budgeted categories up to the maximum amount set forth below:
The budget has been established based on an annual rate per child of \$6,293.53 and a minimum of 249
days of service.

<u>COST CATEGORY</u>	<u>2010 AUTHORIZED AMOUNT</u>	<u>ARRA COLA</u>	<u>ARRA/QI</u>	<u>TOTAL</u>
1. Personnel	\$689,902	\$15,033		\$704,935
2. Fringe Benefits				
Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	\$ 68,362	\$ 1,501		\$ 69,863
3. Health/Dental/Life Insurance	\$ 86,295			\$ 86,295
4. Contractual				
Health/Disabilities Services	\$ 19,627			\$ 19,627
Mental Health Consultant Increase		\$ 2,608		\$ 2,608
5. Others:				
Utilities, Telephone	\$ 40,430			\$40,430
Building & Child Liability Insurance	\$ 41,748			\$41,748
Building Maintenance/Repair and Other Occupancy	\$ 32,307			\$32,307
Teacher Training			\$5,000	\$ 5,000
Classroom Repairs			\$5,000	\$ 5,000
6. Galileo Online Assessment	\$ 3,120			\$ 3,120
TOTAL AMOUNT	\$981,791	\$19,142	\$10,000	\$1,010,933
		MAXIMUM TOTAL		\$1,010,933

**MAXIMUM AMOUNT REIMBURSABLE EXPENSES
AUTHORIZED UNDER THIS AGREEMENT**

\$1,010,933

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)	\$673,305
Palm Beach County (Non-Federal Match)	\$161,041
Palm Beach County (Non-Federal Overmatch)	<u>\$176,587</u>
TOTAL	\$1,010,933

The Grant Application Instrument (GABI) attached hereto and made a part hereof, was used to
develop the above cost categories and authorized amounts. The Administration for Children and
Families developed the standardized Head Start Grant Application and Budget Instrument for
agencies to use in their application process for financial assistance. This also applies to any
continuation applications.

The Delegate Agency shall maintain records in auditable form that permit allocation of the
expenses to the various funding sources. Funds received under this Agreement cannot be utilized
for payment of mortgages or mortgage expenses.

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Reimbursable expenses shall mean the actual expenses as 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.

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EXHIBIT "B1"
SCHEDULE FOR PAYMENT (Continued)

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

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2. The DELEGATE AGENCY must submit each month:
A. Monthly Actual Enrollment numbers;
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3. Sign-in/out sheets must be submitted for the months of December, March, June and September with the request for all children that reimbursement is being requested for. A signature as well as a legible time must be entered on the sign-in/out sheets as these will be used as a source document. The sign-in/out sheets for the remainder of the months will be available for the COUNTY to review upon their site visits.

4. 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.

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Head Start/Early Head Start enrollment wait list should be maintained at all times. The DELEGATE AGENCY will maintain an active and current wait list in the ChildPlus.net data engine. However, the DELEGATE AGENCY should maintain a hard copy of the monthly reports as a back-up measure.

Nothing below this line



Attachment 1

Standard Terms and Conditions
American Recovery and Reinvestment Act of 2009
Division A Funds
February 26, 2009

1. Other Standard Terms and Conditions

All other grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications.

2. Recipient Reporting

Recipients of Federal awards from funds authorized under Division A of the ARRA must comply with all requirements specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outline in Section 1512 of the Act. For purposes of reporting, ARRA recipients must report on ARRA sub-recipient (sub-grantee and sub-contractor) activities specified below.

Not later than 10 days after the end of each calendar quarter, starting with the quarter ending June 30, 2009 and reporting by July 10, 2009, the recipient must submit quarterly reports to HHS that will posted to Recovery.gov, containing the following information:

- a. The total amount of ARRA funds under this award;
- b. The amount of ARRA funds received under this award that were obligated and expended to projects or activities;
- d. The amount of unobligated award balances;
- e. A detailed list of all projects or activities for which ARRA funds under this award were obligated and expended, including
 - The name of the project or activity;
 - A description of the project or activity;
 - An evaluation of the completion status of the project or activity;
 - An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.

- e. Detailed information on any sub-awards (sub-contracts or sub-grants) made by the grant recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).

For any sub-award equal to or larger than \$25,000, the following information:

- The name of the entity receiving the sub-award;
 - The amount of the sub-award;
 - The transaction type;
 - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number;
 - Program source;
 - An award title descriptive of the purpose of each funding action;
 - The location of the entity receiving the award;
 - The primary location of performance under the award, including the city, State, congressional district, and country; and
 - A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- f. All sub-awards less than \$25,000 or to individuals may be reported in the aggregate, as prescribed by HHS.
- g. Recipients must account for each ARRA award and sub-award (sub-grant and sub-contract) separately. Recipients will draw down ARRA funds on an award-specific basis. Pooling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- h. Recipients must account for each ARRA award separately by referencing the assigned CFDA number for each award.

The definition of terms and data elements, as well as any specific instructions for reporting, including required formats, will be provided in subsequent guidance issued by HHS.

3. Buy American - Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

4. Wage Rate Requirements

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII—Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

5. Preference for Quick Start Activities (ARRA)

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

6. Limit on Funds (ARRA)

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

7. Disclosure of Fraud or Misconduct

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

8. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

9. Schedule of Expenditures of Federal Awards

Recipients agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-

133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c). (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

10. Responsibilities for Informing Sub-recipients

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

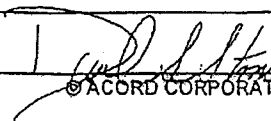
ACORD - CERTIFICATE OF LIABILITY INSURANCE		OP ID BF FLORE-3	04/21/09
PRODUCER The Plastridge Agency-BRO 2100 N. Dixie Hwy. Boca Raton FL 33431 Phone: 561-395-1435 Fax: 561-395-4755		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Florence Fuller Child 200 N.E. 14th Street Boca Raton FL 33432		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zenith Insurance Co.	
		INSURER B: Stonington Ins. Co.	
		INSURER C: Federal Insurance Company	01295
		INSURER D:	
		INSURER E:	

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L	LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	X	GENERAL LIABILITY	CCP3000397305	10/27/08	10/27/09	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
		<input checked="" type="checkbox"/> Teachers Liab				PERSONAL & ADV INJURY	\$ 1000000
		<input checked="" type="checkbox"/> Corporal Punishme				GENERAL AGGREGATE	\$ 3000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 3000000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	CCA3002913205	10/27/08	10/27/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z069771602	04/11/09	04/11/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
C	D & O	OTHER	80955262	12/24/08	12/24/09	Limit	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Covered Locations: 200 NE 14th St & 10130 S 185 St, Boca Raton, FL. For Head Start Program. Palm Beach Board of County Commissioners, a political subdivision of the State of FL, it's officers, employees & agents are Additional Insured with respect to GL.

*10-day cancellation notice for nonpayment of premium.

CERTIFICATE HOLDER	CANCELLATION
PAIMB53	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.
Palm Beach County Board of County CommissionersCommunity Services Dept - Head Start 3323 Belvedere Rd., #502 West Palm Beach FL 33406	AUTHORIZED REPRESENTATIVE 

AMENDMENT 001 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START DELEGATE AGENCY AGREEMENT
dated September 15, 2009 (Document No. R2009-1483), made and entered into on this day of _____, by and between Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the COUNTY, and Hispanic Human Resources Council, Inc., a corporation authorized to do business in the State of Florida, herein referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the Agreement amount by \$42,127 (\$32,127 ARRA/COLA and \$10,000 QI) for the period July 1, 2009 through September 30, 2010; ARRA-COLA (July 1, 2009-June 30, 2010) and QI (July 1-September 30, 2010) to reflect the Fiscal Year 2009 Department of Health and Human Services American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment(COLA) and the Quality Improvement (QI) grants.

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, Six Hundred Forty-two Thousand, Six Hundred Eleven Dollars (\$1,642,611) is amended to read One Million Six Hundred Eighty-four Thousand, Seven Hundred Thirty-eight Dollars (\$1,684,738) 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.
- III. The Delegate Agency must comply and report to County all requirements as specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outlined in Section 1512 of the Act (see Attachment 1, Standard Terms and Conditions ARRA of 2009).

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the AGREEMENT in conflict with this Amendment and Exhibits or Attachments thereto 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

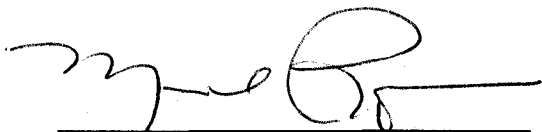
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

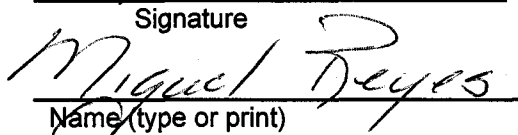
By: _____
Deputy Clerk

By: _____
Chair


WITNESS:

**DELEGATE AGENCY: HISPANIC HUMAN
RESOURCES COUNCIL, INC.**



Signature


Name (type or print)

By: 

Signature

Jorge Avellana
Name (type or print)

Executive Director
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: 

Department Head

EXHIBIT "B1"

**SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR
DELEGATE AGENCY AGREEMENT WITH: HISPANIC HUMAN RESOURCES COUNCIL, INC.**

BILLING & BUDGET DATA

Payment will only be made for budgeted categories up to the maximum amount set forth below:
The budget has been established based on an annual rate per child of \$6,293.53 and a minimum of 249 days of service.

<u>COST CATEGORY</u>	<u>2010 AUTHORIZED AMOUNT</u>	<u>ARRA COLA</u>	<u>ARRA/QI</u>	<u>TOTAL</u>
1. Personnel	\$1,354,246	\$29,844		\$1,384,090
2. Fringe Benefits				
Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	\$ 95,479	\$ 2,283		\$ 97,762
3. Health/Dental/Life Insurance	\$ 67,594			\$ 67,594
4. Contractual				
Administrative Services (e.g. legal, accounting)	\$ 7,620			\$ 7,620
5. Others:				
Rent	\$ 80,889			\$ 80,889
Parent Services	\$ 2,500			\$ 2,500
Accounting/Legal Services	\$ 9,906			\$ 9,906
(ESOL) English as a Second Language			\$5,000	\$ 5,000
Playground (Rubber Mulch)			\$5,000	\$ 5,000
6. Other Fringe				
Worker's Compensation	\$ 24,377			\$ 24,377
TOTAL AMOUNT	\$1,642,611	\$ 32,127	\$10,000	\$1,684,738

MAXIMUM TOTAL \$1,684,738

**MAXIMUM AMOUNT REIMBURSABLE EXPENSES
AUTHORIZED UNDER THIS AGREEMENT**

\$1,684,738

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)	\$1,119,862
Palm Beach County (Non-Federal Match)	\$ 269,434
Palm Beach County (Non-Federal Overmatch)	\$ 295,442
TOTAL	\$1,684,738

The Grant Application Instrument (GABI) attached hereto and made a part hereof, was used to develop the above cost categories and authorized amounts. The Administration for Children and Families developed the standardized Head Start Grant Application and Budget Instrument for agencies to use in their application process for financial assistance. This also applies to any continuation applications.

The Delegate Agency shall maintain records in auditable form that permit allocation of the expenses to the various funding sources. Funds received under this Agreement cannot be utilized for payment of mortgages or mortgage expenses.

Reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses as 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.

Nothing below this line

EXHIBIT "B1"
SCHEDULE FOR PAYMENT (Continued)

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 that 30 calendar days may elapse before the vacancy is filled.

2. The DELEGATE AGENCY must submit each month:
A. Monthly Actual Enrollment numbers;
B. Monthly Attendance reports to the Family & Community Partnership Unit Supervisor.
3. Sign-in/out sheets must be submitted for the months of December, March, June and September with the request for all children that reimbursement is being requested for. A signature as well as a legible time must be entered on the sign-in/out sheets as these will be used as a source document. The sign-in/out sheets for the remainder of the months will be available for the COUNTY to review upon their site visits.
4. 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 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 maintain an active and current wait list in the ChildPlus.net data engine. However, the DELEGATE AGENCY should maintain a hard copy of the monthly reports as a back-up measure.

Nothing below this line



Attachment 1

Standard Terms and Conditions American Recovery and Reinvestment Act of 2009 Division A Funds February 26, 2009

1. Other Standard Terms and Conditions

All other grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications.

2. Recipient Reporting

Recipients of Federal awards from funds authorized under Division A of the ARRA must comply with all requirements specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outline in Section 1512 of the Act. For purposes of reporting, ARRA recipients must report on ARRA sub-recipient (sub-grantee and sub-contractor) activities specified below.

Not later than 10 days after the end of each calendar quarter, starting with the quarter ending June 30, 2009 and reporting by July 10, 2009, the recipient must submit quarterly reports to HHS that will be posted to Recovery.gov, containing the following information:

- a. The total amount of ARRA funds under this award;
- b. The amount of ARRA funds received under this award that were obligated and expended to projects or activities;
- d. The amount of unobligated award balances;
- e. A detailed list of all projects or activities for which ARRA funds under this award were obligated and expended, including
 - The name of the project or activity;
 - A description of the project or activity;
 - An evaluation of the completion status of the project or activity;
 - An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.

- e. Detailed information on any sub-awards (sub-contracts or sub-grants) made by the grant recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).

For any sub-award equal to or larger than \$25,000, the following information:

- The name of the entity receiving the sub-award;
 - The amount of the sub-award;
 - The transaction type;
 - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number;
 - Program source;
 - An award title descriptive of the purpose of each funding action;
 - The location of the entity receiving the award;
 - The primary location of performance under the award, including the city, State, congressional district, and country; and
 - A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- f. All sub-awards less than \$25,000 or to individuals may be reported in the aggregate, as prescribed by HHS.
- g. Recipients must account for each ARRA award and sub-award (sub-grant and sub-contract) separately. Recipients will draw down ARRA funds on an award-specific basis. Pooling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- h. Recipients must account for each ARRA award separately by referencing the assigned CFDA number for each award.

The definition of terms and data elements, as well as any specific instructions for reporting, including required formats, will be provided in subsequent guidance issued by HHS.

3. Buy American - Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

4. Wage Rate Requirements

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII—Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

5. Preference for Quick Start Activities (ARRA)

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

6. Limit on Funds (ARRA)

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

7. Disclosure of Fraud or Misconduct

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

8. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

9. Schedule of Expenditures of Federal Awards

Recipients agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-

133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c), (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

10. Responsibilities for Informing Sub-recipients

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

At Cluretha

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/03/2009
PRODUCER Insurance For You, Inc. 3927 Jog Rd Greenacres, FL 33467-1511 We LOVE referrals! Thank You!		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 Hispanic Human Resources Council, Inc. 1427 S. Congress Ave. West Palm Beach, FL 33406		INSURERS AFFORDING COVERAGE INSURER A: Scottsdale Ins. Co. INSURER B: Progressive INSURER C: Everest National INSURER D: Tudor Ins. INSURER E:
		NAIC #

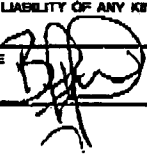
COVERAGES

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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPS1050666	9/17/2009	9/17/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	08406083-4	1/06/2009	1/06/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2700011936091	6/05/2009	6/05/2010	<input checked="" type="checkbox"/> WC STAT. TORT LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A D	OTHER Building Professional Liability	CPS1050666 DOL0080703	9/17/2009 9/23/2009	9/17/2010 9/23/2010	\$794,176 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is listed as an Additional Insured.

Locs.: 1427 S. Congress Ave., West Palm Beach, FL & 2727 Georgia Ave., West Palm Beach, FL

CERTIFICATE HOLDER P.B. Co. Board of Co. Comms Head Start and Early Head Start 3323 Belvedere Rd 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2001/08)

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AMENDMENT 001 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated September 15, 2009 (Document No. R2009-1482), made and entered into on this day of _____, by and between Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the COUNTY, and YWCA of Palm Beach County, Inc., a corporation authorized to do business in the State of Florida, herein referred to as the DELEGATE AGENCY.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the Agreement amount by \$20,307 (\$10,307 ARRA/COLA and \$10,000 QI) for the period July 1, 2009 through September 30, 2010; ARRA-COLA (July 1, 2009-June 30, 2010) and QI (July 1-September 30, 2010) to reflect the Fiscal Year 2009 Department of Health and Human Services American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment(COLA) and the Quality Improvement (QI) grants.

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-eight Thousand, Six Hundred Fifty-seven Dollars (\$528,657) is amended to read Five Hundred Forty-eight Thousand, Nine Hundred Sixty-four Dollars (\$548,964) 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.
- III. The Delegate Agency must comply and report to County all requirements as specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outlined in Section 1512 of the Act (see Attachment 1, Standard Terms and Conditions ARRA of 2009).

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the AGREEMENT in conflict with this Amendment and Exhibits or Attachments thereto 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**

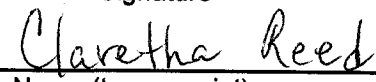
By: _____
Deputy Clerk

By: _____
Chair

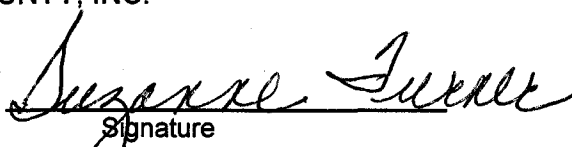
WITNESS:

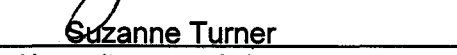
**DELEGATE AGENCY: YWCA OF PALM BEACH
COUNTY, INC.**



Signature


Name (type or print)

By: 

Signature


Name (type or print)

Executive Director

Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 

Department Head

EXHIBIT "B1"

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR DELEGATE AGENCY AGREEMENT WITH: YWCA OF PALM BEACH COUNTY, INC.

BILLING & BUDGET DATA

Payment will only be made for budgeted categories up to the maximum amount set forth below:
The budget has been established based on an annual rate per child of \$6,293.53 and a minimum of 249 days of service.

<u>COST CATEGORY</u>	<u>2010 AUTHORIZED AMOUNT</u>	<u>ARRA COLA</u>	<u>ARRA/QI</u>	<u>TOTAL</u>
1. Personnel	\$354,277	\$6,713		\$360,990
2. Fringe Benefits				
Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	35,239	\$1,141		\$ 36,380
3. Health/Dental/Life Insurance	\$22,944			\$22,944
4. Retirement	\$15,842			\$15,842
5. Other Fringe				
Employee Assistance Program (EAP)	\$ 341			341
6. Travel				
Staff Out-of-town Travel	\$ 3,994			\$ 3,994
7. Equipment				
Classroom/Outdoor/Home-based/FCC	\$ 3,732			\$ 3,732
8. Supplies				
Child and Family Services Supplies	\$ 5,465			\$ 5,465
9. Contractual				
Administrative Services (e.g. legal, Accounting)	\$ 5,966			\$ 5,966
Health/ Disabilities Services	\$ 2,640			\$ 2,640
10. Other Contracts:				
Administrative Costs for Payroll Services	\$ 10,067			\$10,067
Music Consultant	\$ 4,056			\$ 4,056
11. Others:				
Rent	\$ 30,314			\$30,314
Utilities/Telephone	\$ 23,692	\$2,453		\$26,145
Building and Child Liability Insurance	\$ 6,250			\$ 6,250
Local Travel	\$ 1,760			\$ 1,760
Parent Services	\$ 880			\$ 880
Publication/Advertising/Printing	\$ 440			\$ 440
Training or Staff Development	\$ 758		\$5,000	\$ 5,758
Playground			\$5,000	\$ 5,000
TOTAL AMOUNT	\$528,657	\$10,307	\$10,000	\$548,964

MAXIMUM TOTAL \$548,964

**MAXIMUM AMOUNT REIMBURSABLE EXPENSES
AUTHORIZED UNDER THIS AGREEMENT**

\$548,964

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)	\$367,164
Palm Beach County (Non-Federal Match)	\$ 86,714
Palm Beach County (Non-Federal Overmatch)	\$ 95,086
TOTAL	\$548,964

The Grant Application Instrument (GABI) attached hereto and made a part hereof, was used to develop the above cost categories and authorized amounts. The Administration for Children and Families developed the standardized Head Start Grant Application and Budget Instrument for agencies to use in their application process for financial assistance. This also applies to any continuation applications.

The Delegate Agency shall maintain records in auditable form that permit allocation of the expenses to the various funding sources. Funds received under this Agreement cannot be utilized for payment of mortgages or mortgage expenses.

Reimbursable expenses shall be reimbursed only at cost.

EXHIBIT "B1"
SCHEDULE FOR PAYMENT (Continued)

Reimbursable expenses shall mean the actual expenses as 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 that 30 calendar days may elapse before the vacancy is filled.

2. The DELEGATE AGENCY must submit each month:
 - A. Monthly Actual Enrollment numbers;
 - B. Monthly Attendance reports to the Family & Community Partnership Unit Supervisor.
3. Sign-in/out sheets must be submitted for the months of December, March, June and September with the request for all children that reimbursement is being requested for. A signature as well as a legible time must be entered on the sign-in/out sheets as these will be used as a source document. The sign-in/out sheets for the remainder of the months will be available for the COUNTY to review upon their site visits.

4. 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 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 maintain an active and current wait list in the ChildPlus.net data engine. However, the DELEGATE AGENCY should maintain a hard copy of the monthly reports as a back-up measure.

Nothing below this line



Attachment 1

Standard Terms and Conditions
American Recovery and Reinvestment Act of 2009
Division A Funds
February 26, 2009

1. Other Standard Terms and Conditions

All other grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications.

2. Recipient Reporting

Recipients of Federal awards from funds authorized under Division A of the ARRA must comply with all requirements specified in Division A of the ARRA (Public Law 111-5) including reporting requirements outline in Section 1512 of the Act. For purposes of reporting, ARRA recipients must report on ARRA sub-recipient (sub-grantee and sub-contractor) activities specified below.

Not later than 10 days after the end of each calendar quarter, starting with the quarter ending June 30, 2009 and reporting by July 10, 2009, the recipient must submit quarterly reports to HHS that will be posted to Recovery.gov, containing the following information:

- a. The total amount of ARRA funds under this award;
- b. The amount of ARRA funds received under this award that were obligated and expended to projects or activities;
- d. The amount of unobligated award balances;
- e. A detailed list of all projects or activities for which ARRA funds under this award were obligated and expended, including
 - The name of the project or activity;
 - A description of the project or activity;
 - An evaluation of the completion status of the project or activity;
 - An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.

- e. Detailed information on any sub-awards (sub-contracts or sub-grants) made by the grant recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).

For any sub-award equal to or larger than \$25,000, the following information:

- The name of the entity receiving the sub-award;
 - The amount of the sub-award;
 - The transaction type;
 - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number;
 - Program source;
 - An award title descriptive of the purpose of each funding action;
 - The location of the entity receiving the award;
 - The primary location of performance under the award, including the city, State, congressional district, and country; and
 - A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- f. All sub-awards less than \$25,000 or to individuals may be reported in the aggregate, as prescribed by HHS.
- g. Recipients must account for each ARRA award and sub-award (sub-grant and sub-contract) separately. Recipients will draw down ARRA funds on an award-specific basis. Pooling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- h. Recipients must account for each ARRA award separately by referencing the assigned CFDA number for each award.

The definition of terms and data elements, as well as any specific instructions for reporting, including required formats, will be provided in subsequent guidance issued by HHS.

3. Buy American - Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

4. Wage Rate Requirements

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII—Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

5. Preference for Quick Start Activities (ARRA)

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

6. Limit on Funds (ARRA)

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

7. Disclosure of Fraud or Misconduct

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

8. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

9. Schedule of Expenditures of Federal Awards

Recipients agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-

133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c). (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

10. Responsibilities for Informing Sub-recipients

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AH
YWCAP-1DATE (MM/DD/YYYY)
04/22/09

PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244	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 YWCA of Palm Beach County Young Women's Christian Assoc 2200 N. Florida Mango Road #102 West Palm Beach FL 33409	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Philadelphia Indemnity Ins Co</td><td>18058</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liab. Endt. (1mil/3mil Aggr) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK383412	02/03/09	02/03/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	PHPK383412	02/03/09	02/03/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB262296	02/03/09	02/03/10	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER D&O Liability	PHSD407665	05/20/09	05/20/10	Occ/Aggre 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

West Palm Beach & Royal Palm Beach YWCA Child Development Centers. Palm Beach County Brd. of Cty. Commissioners is listed as additional insured

CERTIFICATE HOLDER

PALMB72


Palm Beach County Board of
County Commissioners
Carmen A. Nicholas/Head Start
3323 Belvedere Rd. Bldg 502
W. 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



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/05/2009																																																											
PRODUCER Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250		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.																																																											
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Palm Beach County Board of County Commissioners attn: Dr. Carmen A. Nicholas 3323 Belvedere Rd., Bldg. 501 West Palm Beach, FL 33406		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.																																																											
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ACORD 25 (2001/08)

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