

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 17, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Community Services

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

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I. EXECUTIVE BRIEF

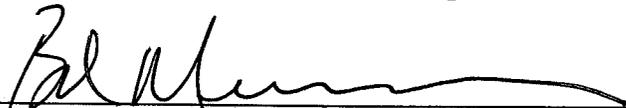
Motion and Title: Staff recommends motion to approve: Amendment 001 to the Head Start Contracted Services Expansion Agreement with The Union Missionary Baptist Church, Inc. (Day Care Center) (R2010-0237), effective August 17, 2010, to increase the Agreement amount by \$4,547 for a new not-to-exceed total of \$96,477, and to increase the number of hours per day from 6 to 8 hours, in order to extend services provided to Head Start children and families.

Summary: This Amendment is necessary to accommodate the increase in service hours provided to 35 children at an increased rate of \$18.06 per hour/child/day for 32 days. Funding consists of \$3,638 in Federal and \$909 in required County match. (Head Start) Countywide (TKF)

Background and Justification: The Union Missionary Baptist Church (Day Care) Inc., has appropriate facilities and meets applicable performance standards for operation of a Head Start program as required by the Department of Health and Human Services.

Attachments:
Amendment 001

Recommended by:  7/27/10
Department Director Date

Approved by:  _____
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$4,547</u>	_____	_____	_____	_____
External Revenue	<u>(\$3,638)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	<u>\$ _____</u>	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ 909</u>	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 1002 Dept. 147 Unit 1465 Object 3401
Program Code: HX29

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

Funding through Head Start grant - \$3,638 Health and Human Services (HHS) and \$909 from Palm Beach County.

C. Departmental Fiscal Review. *Taruna Malhotra*
7/27/18

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:
Rate increased to \$18.06 per hour from \$14.00 per hour

[Signature]
OFMB
JP
8/3/10
VA
8/2/2010
8/2/10

[Signature]
Contract Dev. and Control *8/3/10*

This amendment complies with our review requirements.

B. Legal Sufficiency:
[Signature]
Assistant County Attorney *8/4/10*

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 EXPANSION AGREEMENT

THIS AMENDMENT 001 TO THE HEAD START CONTRACTED SERVICES AGREEMENT dated February 23, 2010 (Document No. R2010 0237), 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 COUNTY, and The Union Missionary Baptist Church, Inc. (Day Care Center) a corporation authorized to do business in the State of Florida, herein referred to as the CHILD CARE PROVIDER.

WITNESSETH:

WHEREAS, the need exists to amend the AGREEMENT to increase the Agreement amount by \$4,547 for the period January 13, 2010 through September 30, 2010, to increase the total number of hours per day from 6 hours to 8 hours per day. The effective date of the Agreement is upon execution by the Board of County Commissioners (August 17, 2010).

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

- I. So much as Article 3 reads Ninety-one Thousand Nine Hundred Thirty Dollars (\$91,930) is amended to read Ninety-six Thousand, Four Hundred Seventy-seven Dollars (\$96,477) in accordance with the budget set forth herein as Exhibit "B"1 hereof.
II. The existing Exhibits "A"- Scope of Work and "B" - Schedule of Payment and Budget Data are deleted in its entirety and Exhibit "A"1 and Exhibit "B1" attached hereto are substituted.
III. Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of .25% where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the AGREEMENT in conflict with this Amendment and Exhibits 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: Burt Aaronson, Chair

WITNESS: Claretha Reed Signature

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

By: Mary Clark Signature

Claretha Reed Name (type or print)

Mary Clark Name (type or print)

Director Title

APPROVED AS TO FORMS AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: County Attorney

By: County Department Head

EXHIBIT "A1"
Scope of Work

1.1 CHILD CARE PROVIDER agrees:

- A. To provide the services as defined by the U.S. Department of Health and Human Services (HHS) and as outlined in Head Start Program Standards and other regulations 45 CFR parts 1301, 1302, 1303, 1304, Subpart D Program Design and Management and Guidances 1305, 1306, 1308 and 1309 with specific emphasis on Sections 1304.20, 1304.21, 1304.22, 1304.23, 1304.24, and 1304.40 of the Head Start Performance Standards and in accordance with Head Start/ Early Head Start Service Area Plans, COUNTY rules, regulations, and as required by the Head Start or Early Head Start Agreement. To operate five (5) days a week (daily center hours of operation should be at least a minimum of eight contact hours per day for 157 days) throughout the term of this Agreement for a maximum of 35 preschool children (ages 3 and 4);
- B. To adhere to all applicable Program Performance Standards for service provisions associated with the operation of Head Start Programs by COUNTY and Contracted Service Providers promulgated by HHS Office of Human Development Services (OHDS), Administration for Children, Youth and Families (ACYF) including, but not limited to notices and instructions from the HHS Regional Office and OHDS Notices 45 CFR Part 1304; N-30-364-4; Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of CHILD CARE PROVIDER Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];
- C. Provide a daily education program for preschool children emphasizing the social, physical, and cognitive skills that are developmentally appropriate for preschool age children (1304.21);
- D. To provide breakfast, snack and lunch that meets USDA Child Care Food Program requirements and Head Start Performance Standards;
- E. Maintain a clean, safe, and well equipped environment (indoor/outdoor);
- F. To provide the number of teaching staff specified in OHDS Notice N-30-364-4; as are needed to teach and supervise the PROGRAM enrolled children [1304.52(g)(1)];
- G. To designate special school activities selected to fully involve parents in the program (i.e. parent meetings, special events, staff/parent conferences, and scheduled home visits);
- H. To designate a qualified staff person to function in the role of Head Start Director; providing general supervision, staff administration, and programming for the Head Start PROGRAM (1304.52);
- I. To cooperate and assist the COUNTY PROGRAM (by making records available) to adhere to the Health Services Area Performance Standards: including general physical examinations, vision and hearing examinations and screenings; dental examinations and appropriate follow-up care for all PROGRAM enrolled children, except those enrolled in other health care programs (1304.20);
- J. Maintain awareness of and to cooperate with the COUNTY PROGRAM to provide support services to all enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient;
- K. To cooperate with the COUNTY PROGRAM in coordinating volunteer activities and parent involvement activities in the PROGRAM [1304.52(d)(6)];
- L. To provide staff or consultants to perform Content Area Expert Services in compliance with Performance Standard – Subpart D Program Design and Management 1304.52, specifically for Education and Early Child Development services [1304.52(d)(1)]. The Content Area Expert will provide monthly monitoring of the CHILD CARE PROVIDER'S operations. The COUNTY'S forms will be used to monitor and document outcomes/results. This information is to be submitted along with the Monthly Status Report due by the 5th of each month. The Agency must establish its own procedures for ongoing fiscal monitoring and may refer to the County's procedures. All Quality Assurance and Services Reliability System (QA&SRS) information is to be kept in a central filing system which contains all monthly, quarterly and self-assessment annual monitoring etc. The monitoring should be sent electronically so it can be shared with the County's Content Area Experts;
- M. To develop and maintain a Quality Assurance & Service Reliability System (QA & SRS) that provides daily, weekly, bi-weekly, monthly, quarterly and bi-annual on-going monitoring of your center(s);
- N. To abide by the COUNTY'S Head Start/Early Head Start Policy Council and Health Advisory Committee mandates, rules & regulations, guidelines and recommendations;
- O. To provide in-service staff development training programs developed for and designed to include all CHILD CARE PROVIDER staff [1304.52(k)(1-3)];
- P. To submit any such reports as may be required by HHS directives, the COUNTY, or PROGRAM such as, but not limited to (i.e., Monthly Status Reports, Community Assessment, Self Assessment, Federal Refunding Agreement Application Report, Budget Line Item Justification, Forms SF 424), within specified time frames, as monthly reimbursements may be delayed if reports and other required documents are not submitted in a timely manner.

The Self-Assessment is to be submitted no later than fifteen (15) days after being conducted, including corrective action and/or improvement plans; Federal Refunding Agreement Application information must be received within 7-14 days of notification pending the time given to the COUNTY by the Regional Office;

- Q. To prepare, maintain and retain all current center files and all required documentation on all Head Start Children; and permit COUNTY and HHS to inspect all records as required by HHS directives, in the manner authorized by conditions in the HHS grant or as the COUNTY PROGRAM deems necessary for grant purposes;
- R. Confidentiality - The CHILD CARE PROVIDER shall not use or disclose any information concerning a recipient of services under this Agreement or any purpose not in conformity with the Head Start and State Regulations (HRMS 50-1), except on written consent of the recipient or his responsible parent or guardian or when authorized by law;
- S. To permit the COUNTY and HHS staff to monitor **at all times** and evaluate CHILD CARE PROVIDER'S activities, including, but not limited to, site visits and observations by the COUNTY'S and HHS's staff (also, other funding agencies as approved by the COUNTY);
- T. To comply with all applicable laws, ordinances, and codes of federal, state and local governments;
- U. To provide Monthly Status Reports on the enrollment in the PROGRAM and on the development, progress and accomplishments of the children in the Head Start PROGRAM, and to forward copies of such reports to COUNTY identified persons; Monthly Status Reports are to be submitted by the 5th day of the month. If the 5th falls on a weekend or a holiday then the report is due the day before;
- V. In the event of termination of this Agreement, to transfer the CHILD CARE PROVIDER'S activities records to another entity designated by the COUNTY, and the PROGRAM within (10) days of the Agreement termination;
- W. At least ten (10) percent of the children recruited and enrolled in the Head Start PROGRAM operated by the CHILD CARE PROVIDER shall be disabled. The DELEGATE AGENCY shall comply with 45 CFR 1308.5 recruitment and enrollment of children with disabilities;
- X. To ensure that the staff person who provides general supervision, staff administration and programming for the Head Start PROGRAM attends the scheduled monthly Delegate Agency/Child Care Provider/Contracted Provider meetings, Education and other partner meetings as required;
- Y. To ensure staff receives appropriate training to include local, state, regional and/or national conferences. Staff who attends training should come back and train others on the service area;
- Z. To ensure the attendance of the CHILD CARE PROVIDER'S content area designated staff (Education and Early Childhood Development) at all COUNTY PROGRAM specified in-service training, including, but not limited to, pre-service, policy council/committee training, and performance standards training.
- AA. To prepare and submit an application for financial assistance as per ACF Agreement Application Instructions, when requested by the COUNTY;
- BB. To use and comply with the COUNTY'S Service Area Plans in accordance with the Head Start Performance Standards, Federal and Local Regulations and Local Program Goals and Objectives;
- CC. The CHILD CARE PROVIDER must maintain staffing patterns as indicated in [1306.21];
- DD. The CHILD CARE PROVIDER must ensure that their PROGRAM is fully in compliance with the requirements for staff qualifications as outlined in the Improving Head Start for School Readiness Act of 2007;
 - 1. The CHILD CARE PROVIDER must develop and submit to the COUNTY PROGRAM a plan to ensure compliance with these requirements; A status report must be submitted to the COUNTY. This must include level of compliance, timelines, for teachers still working on their degrees, progress made, and plans for obtaining/sustaining the requirements;
 - 2. Prior to refunding Agreements or further funding, documented progress must be on file with the COUNTY.
- EE. The CHILD CARE PROVIDER shall report by telephone all unusual incidents that involve any Head Start children in the center immediately and incidents that involve other children within 24 hours. This includes incidents occurring in contracted facilities or on approved trips away from the facility.
 - 3. Incidents must be reported to the Director of Head Start/Early Head Start and Children's Services within one hour of learning of the incident. A written report shall follow the verbal report to the Head Start Director.
- FF. To comply with Florida's State Law regarding reporting of suspected child abuse and neglect.

According to the law, the person who suspects abuse is mandated to report immediately upon knowledge of the incident to the Department of Children and Families/Child Protective Services. CHILD CARE PROVIDER persons required to report include: social services, classroom staff, volunteers, dentists, medical examiners, mental health professionals, psychologists and others.

All persons making a report will be protected by the Florida State Law. A copy of the written report submitted to the Department of Children and Families must be forwarded immediately to the Director of Head Start/Early Head Start and Children Services.

The CHILD CARE PROVIDER must ensure that agency staff participate and complete training on child abuse and neglect that includes information on current laws and reporting procedures. Documentation of staff attendance and completion of such training must be forwarded to the Director of Head Start/Early Head Start and Children's Services.

The CHILD CARE PROVIDER agrees to follow the above procedures in all instances of suspected child abuse and neglect, including suspected abuse committed by a staff person.

- GG. To utilize the Galileo on-line software program to record, document observations and to track the developmental progress of all children enrolled in Head Start/Early Head Start. This is in accordance with Federal legislation, ACYF-IM HS-00-18, and the Head Start Performance Standards; 45 CFR parts 1301, 1302, 1303, 1304 and Guidance, 1305, 1306 and 1308.
- HH. To conduct all assessments for children as mandated by HHS/Office of Head Start and/or the COUNTY.
- II That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or are for any reason deemed to have been spent on ineligible expenses.

1.2 PALM BEACH COUNTY HEAD START/EARLY HEAD START & CHILDREN'S SERVICES ADMINISTRATIVE PROCEDURES: PROGRAM YEAR 2009-2010

The CHILD CARE PROVIDER is required to comply with the following items:

- A. Submit staff and consultant(s) rosters with titles, degree/certifications, locations, dates of hire, and approval dates by March 1, 2010. Revised copies must be submitted with the Monthly Reimbursement package, and Monthly Status Report, when changes occur. The roster must include all staff paid any portion of their salary by Head Start.
- B. Submit evidence of adequate mechanisms for staff supervision and supportive organizational charts.
- C. Submit proof, when requested, that the required child care staff/child ratio is adhered to at all times.
- D. Provide copies of contracts/agreements/appropriate licenses with the Local Education Agency (LEA) and the Education and Early Childhood Content Area Expert and others as appropriate [See Scope of Work page 15(L)].
- E. Submit a roster of Board of Directors with titles, addresses and telephone numbers by March 1, 2010. Provide an updated version with the Monthly Reimbursement package, and Monthly Status Report when changes occur. NOTE: Head Start/Early Head Start employees cannot serve on the CHILD CARE PROVIDER'S Board of Directors.
- F. Submit copies of By-Laws for the Board of Directors by March 1, 2010.
- G. Submit a roster of the Parent Committee officers, Policy Council Representative and Alternate with titles, addresses, and telephone numbers by March 1, 2010. Provide an updated version with the Monthly Reimbursement package and Monthly Status Report, when changes occur.
- H. Notify the COUNTY PROGRAM of vacated positions, along with the name of the staff who vacated the position, and reason and date the vacancy occurred.
- I. Submit resumes and educational credentials for all staff hired in positions and any portion of their salary is paid by the Head Start Program.
- J. Families must meet the income criteria, using the current HHS Income Guidelines and Head Start definition of income, unless the child has a diagnosed disability. Children from families with the lowest income will be given priority.
- K. **Submit Cost Allocation Plans along with all copies of the signed CHILD CARE PROVIDER Agreement.**
- L. To submit an Agency Accounting System Certification signed by a Certified Public Accountant that the Accounting System meets the requirements of 45 CFR Part 1301.13 and that it has appropriate internal controls for safeguarding assets, checking the accuracy and reliability of accounting data and promoting operating efficiency.
- M. The Accounting and Financial Report System must capture the Federal and Non-Federal costs as required by 45 CFR 74.21(b)(2).

1.3 The COUNTY agrees:

- A. That the COUNTY will monitor, evaluate and provide guidance to the CHILD CARE PROVIDER PROGRAM as it performs its obligations under this Agreement:

A preliminary monitoring will be done within three (3) months of program start-up. Thereafter, a quarterly monitoring will be conducted, utilizing the Head Start Monitoring Protocol or current monitoring tool. If severe deficiencies are identified, a Corrective Action Improvement Plan must be submitted within 10 days after receipt of COUNTY'S Monitoring Report of findings and a repeat monitoring will be done within one (1) month.

Guidance will include training and technical assistance. The CHILD CARE PROVIDER will be notified of and invited to participate in all relevant training conducted by COUNTY. This includes annual pre-service training, monitoring training, Governance training, Performance Standards training, and all in-service training. The CHILD CARE PROVIDER will also be notified of all local, state, and national conferences of relevance to the Head Start program.

- B. Monitoring of Delegate Agencies/Child Care Providers/Contract Providers will be conducted by the COUNTY'S Quality Assurance (QA) Teams based on requirements of a Delegate/Provider's corrective action improvement plan.

The Delegate Agency/Child Care Provider/Contract Provider's Programs and activities will be monitored quarterly. A report of the findings will be generated and made available in a timely manner; Fiscal monitoring will be performed according to the County's Fiscal Procedures For Ongoing Monitoring and according to the Improving Head Start for School Readiness Act of 2007.

- C. To reimburse the CHILD CARE PROVIDER subject to availability of federal funds and other funding sources pursuant to the HHS grant, on a monthly basis in accordance with the CHILD CARE PROVIDER'S approved Head Start Program budget, and in accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER, the total reimbursement amount not to exceed the amount set forth in Article 3 of the Agreement.
- D. The COUNTY will audit the itemized statements submitted by the CHILD CARE PROVIDER, verify the expenditures and documentation, and submit to the COUNTY'S Finance Department a request for payment to the CHILD CARE PROVIDER, in accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER.
- E. To adhere to the Health Services Area Standards: including general physical examinations, vision, hearing and dental screenings and appropriate follow-up care for all PROGRAM enrolled in other health care programs (1304.20).
- F. To provide support services to enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient [1304.52(d)(5)].
- G. To coordinate volunteer activities and parent involvement activities in the CHILD CARE PROVIDER'S [1304.52(D)(6)].
- H. To provide staff or consultants to perform Content Area Expert services in compliance with Performance Standard 1304.52, specifically Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4), Family Community Partnership 1304.52(d)(5), Parent Involvement 1304.52(d)(6) and Disability 1304.52(d)(7).
- I. To provide in-service staff development training programs developed for and designed to include all HEAD START CHILD CARE PROVIDER staff [1304.52(k)(1-3)].
- J. To submit reports as required by HHS directives, the COUNTY or HEAD START/EARLY HEAD START PROGRAM (i.e. Monthly Reports, PIR, Community Assessment, Self Assessment), within specified time frames.
- K. Maintain contracts/agreements with Health Services PROVIDER(s) and/or Consultants(s).
- L. To employ a Family Service Specialist to provide services and coordinate/oversee the Family and Community Partnership, Eligibility, Recruitment Selection, Enrollment and Attendance (ERSEA) and Health/Disabilities Service Areas. Health includes medical, dental, mental health and nutrition.

EXHIBIT "B1"

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

BILLING RATE: \$14.00 per child/per day - Based on Maximum Enrollment of 35 children

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
February 2010	5	\$ 2,450
March 2010	23	\$11,270
April 2010	22	\$10,780
May 2010	20	\$ 9,800
June 2010	22	\$10,780
July 2010	22	\$10,780
August 1 - August 16, 2010	<u>11</u>	<u>\$ 5,390</u>
	125	\$61,250

BILLING RATE: \$18.06 per child/per day - Based on Maximum Enrollment of 35 children

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
August 17- August 31, 2010	11	\$ 6,953.10
September 2010	<u>21</u>	<u>\$13,274.10</u>
	32	\$20,227.20

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$81,477.20

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 35 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:

1.	Start-up Cost January 13, 2010 (Personnel, Fringe Benefits, Classroom Furniture & Supplies and other Expenses)	\$15,000
2.	To provide Head Start services for <u>35</u> children and their families for <u>125</u> days at a rate of <u>\$14.00</u> per child/per day for 3 & 4 year olds for a total of	\$61,250
3.	To provide Head Start services for <u>35</u> children and their families for <u>32</u> days at a rate of <u>\$18.06</u> per child/per day for 3 & 4 year olds for a total of	<u>\$20,227.20</u>
	Total	\$96,477.20

TOTAL MAXIMUM AMOUNT REIMBURSABLE EXPENSES \$96,477

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)	\$77,182.00
Palm Beach County (Non-Federal Match)	\$19,295.00
TOTAL	\$96,477.00

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 35 children and their families. Services at a lesser per month level will result in a proportional reduction in the amount of the monthly payment and subsequence maximum total.

New Delegates/Child Care Providers/Contract Providers will be reimbursed for the full month care days and children as stated above in "Exhibit B1" for the first two months of services provided to the children. Payment to the 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2010

PRODUCER 301-774-6402 FAX (301)774-0414
 Unified Risk Management
 2510 Goldwine Rd
 Brooksville, MD 20833
 Largo, MD 20774

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 Church
 3900 Broadway
 West Palm Beach, FL 33407

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GuideOne Insurance Group	14559
INSURER B: Travelers Prop. Ins Co.	
INSURER C: Employers Insurance	
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.

INSURANCE CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Professional Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1193-993	10/27/2009	10/27/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BS8212C192-05-SEL	10/27/2009	10/27/2010	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	DAMAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER	EIG 1092653	5/27/2010	5/27/2011	

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

Additional Insured: Palm Beach Board of County Commissioners
 A Political subdivision of the State of Florida Employees and agents

Certificate holder is also added as Additional Insured as their interest may appear

CERTIFICATE HOLDER

Palm Beach County Board of County Commission
 Head Start/ Early Head Start and Child Services
 3353 Belvedere Rd
 Building 508
 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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[Signature]