

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* 0				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Previous Budget? Yes _____ No _____

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

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

* No new County funding is required.

C. Departmental Fiscal Review:

Mat
Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Susan Neary 11/4/13
OFMB KD 0211613
11/6

Dr. J. Jacobson 11/8/13
Contract Development and Control
This Amendment is
retroactive.

B. Legal Sufficiency:

JCPD 11/12/13
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT 1 TO HEAD START DELEGATE AGENCY AGREEMENT

THIS AMENDMENT 1 TO THE HEAD START DELEGATE AGENCY AGREEMENT dated October 16, 2012 (R2012-1478) 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 not-for-profit 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 add two (2) planning days for the period of October 1, 2012 through September 30, 2013.

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

- I. So much as Exhibit "B" reads The DELEGATE AGENCY will be allowed up to three (3) Early Release Days is amended to read The DELEGATE AGENCY will be allowed up to three (3) Early Release Days and two (2) Planning Days in accordance with the budget set forth herein as Exhibit "B1" hereof.
- II. The existing Exhibit "B" Schedule of Payment and Budget Data is deleted in its entirety and Exhibit "B1" attached hereto is substituted in its stead.

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the AGREEMENT in conflict with this Amendment 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 3 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**

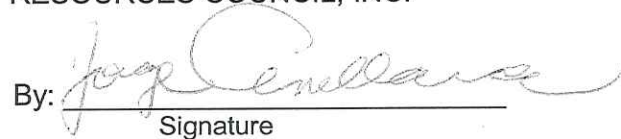
By: _____
Deputy Clerk

By: _____
, Chair

WITNESS:

DELEGATE AGENCY: HISPANIC HUMAN
RESOURCES COUNCIL, INC.


Signature
JUDY M. PIERMAN
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

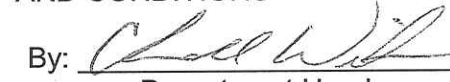
By: 
Department Head

EXHIBIT "B1"

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

BUDGET DATA

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

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
To provide Head Start services for a maximum of 261 children and their families for a maximum of 248 days at a rate of \$26.11 per child/per day for 3 & 4 year olds for a total of	\$1,690,048
MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT	\$1,690,048

In the event enrollment at the DELEGATE AGENCY'S site(s) is less than 261 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.

All payments 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)	\$1,131,170
Palm Beach County (Non-Federal Match)	\$ 282, 793
Palm Beach County (Non-Federal Overmatch)	<u>\$ 276, 085</u>
TOTAL	\$1,690,048

The DELEGATE AGENCY shall maintain records in auditable form that permit allocation of the expenses to the various funding sources.

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

(A) The DELEGATE AGENCY will be paid for the full month care days and children as stated above in Exhibit B1. **The COUNTY will be responsible for enrollment.** The DELEGATE AGENCY will not be penalized in the event of under enrollment. A child is considered enrolled (slot filled) up to 30 calendar days after officially terminated and the slot is not filled by another eligible child.

New Delegates will be paid 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 DELEGATE AGENCY will be evaluated on a monthly basis. The DELEGATE AGENCY should endeavor to reach enrollment capacity within this period.

(B) In catastrophic conditions which are beyond the control of the DELEGATE AGENCY which prevents the centers from being opened, the DELEGATE AGENCY may be paid for the full month care days and children as stated above in Exhibit B1. Payment to the DELEGATE AGENCY will be evaluated on an individual basis with the potential that the termination clause (Article 5) could be invoked.

(C) 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 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 payment requests 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; (case notes) and/or
- C. Notarized statement from parent including dates of absence.

Documentation should not be submitted with the monthly payment requests, but maintained by the Family Services Specialist (FSS).

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

After thirty (30) consecutive days of absences, the pre-school children, infant/toddler's slot may be terminated, and a vacancy will exist. In extenuating circumstances, 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.

2. DELEGATE AGENCY 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. It is mandatory that all Head Start and Early Head Start staff of all DELEGATE AGENCIES attend the Pre-Service Training! **To verify staff attendance, the DELEGATE AGENCY will submit a written and signed memo with the names of the staff who attended training.**

3. The DELEGATE AGENCY will be allowed up to three (3) **Early Release Days** and two (2) **Planning Days** during a contract/agreement period to be used for planning and in-service training. The DELEGATE AGENCY will inform the COUNTY which days are designated for Early Release. **The DELEGATE AGENCY will submit a written and signed memo for the days designated for Planning Days**

Nothing below this line