

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2009 **Consent** **Regular**
 Ordinance **Public Hearing**

Department:

Submitted By: Public Safety Department

Submitted For: Victim Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed amendment with the Florida Council Against Sexual Violence (FCASV) increasing the grant contract by \$68,892 to \$189,804 for the period of July 1, 2009 through June 30, 2010 to provide sexual battery recovery services.

Summary: This is the third amendment of the grant contract with FCASV. This amendment effectively provides an additional \$68,892 for the period of July 1, 2009 through June 30, 2010. The FCASV grant funds a Rape Crisis Counselor position which provides sexual battery recovery services to victims. Funding is included in the FY 2010 budget. Resolution R06-0096 authorizes the County Administrator or his designee to execute certain FCASV grant agreements on behalf of the County. **No County match is required. Countywide (GB).**

Background and Policy Issues: The Division of Victim Services is a Certified Rape Crisis Provider. It receives grant funding from the Florida Council against Sexual Violence to provide direct sexual assault services to primary and secondary victims of sexual battery and includes enhancing the rape hotline, marketing materials, and promoting rape crisis awareness and prevention.

Attachments:

- 1) Amendment 3
- 2) Standard Subcontract

Recommended and Approved by:		<u>8/21/09</u> Date
	Assistant County Administrator	

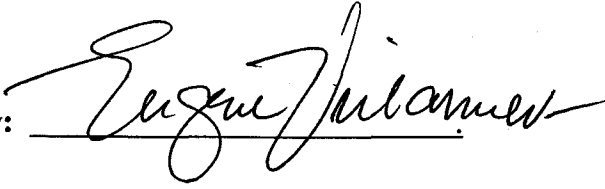
II. FISCAL IMPACT ANALYSIS

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	17,223	51,669			
External Revenues	(17,223)	(51,669)			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

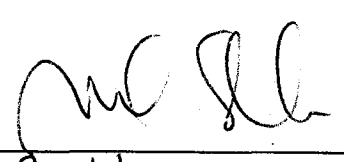
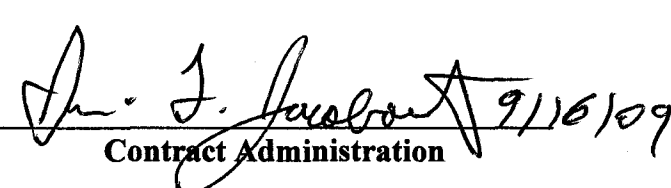
Is Item Included In Current Budget? Yes x No _____
 Budget Account No. Exp: Fund 1426 Department 662 Unit 3230 Object var
 Rev: Fund 1426 Department 662 Unit 3230 Object 3129

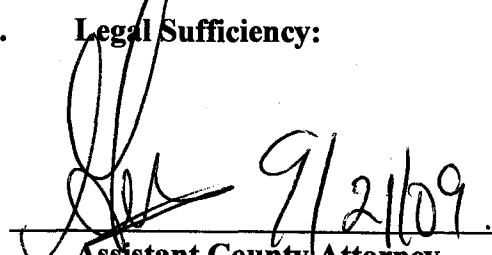
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 This FCASV grant funds a Rape Crisis Counselor position.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 9/16/09
 9/13/09 OFMB 9/21/09
 9/16/09
 Contract Administration

B. Legal Sufficiency:
 9/21/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

AMENDMENT 3

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Palm Beach County Victim Services, hereinafter referred to as the "Provider," amends subcontract number 07RCP26.

The following revisions have been made:

1. Page 3, Standard Subcontract, Section II.A., Subcontract Amount, is modified to read, "...in an amount not to exceed \$189,804.00, subject to the availability of funds..."
2. Page 7, Attachment I, Section B.1.a. is modified to add:
8) The Provider shall ensure that key service providers are aware of available sexual violence services. To complete this outcome, the Provider shall contact the projected number of county health department offices, hospitals and substance abuse treatment service providers approved by the Council to make them aware of available sexual violence services. Contact must be made in all counties the Provider is certified to serve. The Provider shall also provide sexual violence Legal Rights and Remedies brochures to each law enforcement agency in all counties the Provider is certified to serve.
3. Page 8, Attachment I, Section B.4.b.2), is omitted. The Documentation Checklist report is not required to be submitted for the period July 1, 2009 through June 30, 2010.
4. Page 11, Attachment I, Section C.d. is amended to add, "The final invoice, due June 15th, 2010 shall cover the service period of May and June 2010."
5. Page 17, Attachment II, is deleted in its entirety and replaced with page 17 (Revision 3).
6. Page 21, Attachment III, is deleted in its entirety and replaced with page 21 (Revision 3).

This amendment shall begin on July 1, 2009 and shall be retroactive to that date if executed thereafter.

All provisions in the subcontract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the subcontract.

This amendment and all its attachments are hereby made a part of the subcontract.

IN WITNESS THEREOF, the parties hereto have caused this three-page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: <u>PALM BEACH COUNTY VICTIM SERVICES</u>	<u>FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE</u>
SIGNED BY: <u><i>Vincent J. Bonvento</i></u>	SIGNED BY: <u><i>Jennifer L. Dritt</i></u>
NAME: <u>VINCENT J. BONVENTO</u>	NAME: <u>Jennifer L. Dritt</u>
TITLE: <u>Assistant County Administrator</u>	TITLE: <u>Executive Director</u>
DATE: <u>July 13, 2009</u>	DATE: <u>7/21/09</u>

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

Contract # 07RCP26

Attachment 1

ATTACHMENT II

PROVIDER: Palm Beach County Victim Services	SUBCONTRACT NUMBER: O7RCP26
ADDRESS:	TYPE OF REQUEST: Regular _____ Final _____
TELEPHONE NUMBER:	INVOICE DATE:
SERVICE PERIOD:	MONTHLY RATE: July 2009 – April 2010: \$5,724.33 May - June 2010: \$11,448.70

<u>SUMMARY OF PAYMENTS</u>	<u>PENALTIES</u> <i>(FOR FCASV USE ONLY)</i>
08-09 ALLOCATION: \$68,692.00	MONTHLY RATE: \$ _____
08-09 FUNDS PREVIOUSLY PAID BY FCASV: \$ _____	DESCRIPTION: _____ \$ _____
AMOUNT OF THIS INVOICE: \$ _____	_____ \$ _____
BALANCE: \$ _____	_____ \$ _____
ACTUAL EXPENDITURES TO DATE: \$ _____	_____ \$ _____
	TOTAL: \$ _____
	LATE SUBMISSIONS RECEIVED BY: _____
<i>I CERTIFY THAT THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES, AS STIPULATED BY THIS SUBCONTRACT.</i>	<u>PAYMENT APPROVAL</u> <i>(FOR FCASV USE ONLY)</i>
_____ SIGNATURE OF PROVIDER AGENCY OFFICIAL	TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____
_____ DATE	_____ SIGNATURE
_____ TITLE	_____ DATE
_____ PHONE #	

Attachment 1

EXHIBIT 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1	_____	CFDA# _____	Title _____	\$ _____
Federal Program 2	_____	CFDA# _____	Title _____	\$ _____
TOTAL FEDERAL AWARDS				\$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) N/A CFDA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.:

CSFA#64.061 Title: Rape Crisis Program Trust Fund – Sexual Battery Victims' Access to Services Act \$189,804.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$189,804.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Attachment 1

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT**

This SUBCONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Palm Beach County Victim Services, hereinafter referred to as the *Provider*. The Council and the Provider may be individually referred to as "Party" or jointly as the "Parties."

WHEREAS, the Provider is a certified rape crisis program to which the Council desires to allocate funds from its Trust Fund Contract with the Florida Department of Health (the "Department") in accordance with the terms and conditions of those contracts; and

WHEREAS, the Provider desires to receive funds allocated by the Department to the Council under the Trust Fund Contract and allocated by the Council to the Provider pursuant to the terms and conditions of this Subcontract for use by the Provider in the provision of sexual battery recovery services to primary and secondary victims of sexual battery.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this Subcontract as specified in Section III, Paragraph A. of this Subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Council may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the Provider in conjunction with this Subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This Subcontract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Subcontract.

2. Federal Law

a. If this Subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this Subcontract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Council.

c. If this Subcontract contains federal funding in excess of \$100,000, the Provider must, prior to Subcontract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The Council shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this Subcontract by the Council.

e. The Provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this Subcontract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract for a period of six (6) years after termination of the Subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract.

3. Upon completion or termination of the Subcontract and at the request of the Council, the Provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Council.

5. Persons duly authorized by the Council and Federal auditors, pursuant to 45 CFR, Part 92.36(f)(10), shall have full access to and the right to examine any of Provider's subcontract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To provide a financial and compliance audit to the Council as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.

7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Council

To permit persons duly authorized by the Council to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this Subcontract, and interview any clients and employees of the Provider to assure the Council of satisfactory performance of the terms and conditions of this Subcontract. Following such evaluation the Council will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of this Subcontract. The Provider will correct all noted deficiencies identified by the Council within the specified period of time set forth in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Council, result in any one or any combination of the following: (1) the Provider being deemed in breach or default of this Subcontract; (2) the withholding of payments to the Provider by the Council; and (3) the termination of this Subcontract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Council and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this Subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Attachment 2

2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify within seven (7) days after such notice by the Council is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Council. The Council's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Subcontract and any renewal(s) and extension(s) of it. Upon execution of this Subcontract, unless it is a state agency or subdivision as defined by §768.28, FS, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Subcontract. Upon the execution of this Subcontract, the Provider shall furnish the Council written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this Subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this Subcontract to another party nor subcontract for any of the work contemplated under this Subcontract without prior written approval of the Council, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Council permits the Provider to subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
3. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Council any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Subcontract that were disbursed to the Provider by the Council. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment within 30 calendar days without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Council will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Council will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the Provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The Provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Provider

1. In the performance of this Subcontract, it is agreed between the parties that the Provider is an independent contractor and that the Provider is solely liable for the performance of all tasks contemplated by this Subcontract, which are not the exclusive responsibility of the Council.
2. Except where the Provider is a state agency, the Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this Subcontract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Council. Nor shall the Provider represent to others that it has the authority to bind the Council unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Council or the State of Florida.
5. Unless justified by the Provider and agreed to by the Council in Attachment I, the Council will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Provider.

N. Sponsorship

As required by §286.25, FS, if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (Provider's name), the State of Florida, Department of Health and the Florida Council Against Sexual Violence*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health and the Florida Council Against Sexual Violence* shall appear in the same size letters or type as the name of the organization.

O. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of Subcontract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

P. Public Entity Crime and Discriminatory Vendor

1. By executing this Subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Council if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government.

Q. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Subcontract, or in anyway connected herewith, the Provider shall refer the discovery or invention to the Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Subcontract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this Subcontract are hereby reserved to the State of Florida.

3. The Provider, without exception, shall indemnify and save harmless the State of Florida and its employees and the Florida Council Against Sexual Violence and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

R. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of or improvements to real property.

S. Information Security

The Provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, Sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE COUNCIL AGREES:

A. Subcontract Amount

To pay for subcontracted services according to the conditions of Attachment I in an amount not to exceed ~~\$51,124.00~~ subject to the availability of funds. The Council's obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Subcontract.

III. THE PROVIDER AND THE COUNCIL MUTUALLY AGREE

A. Effective and Ending Dates

This Subcontract shall begin on July 1, 2007, and shall be retroactive to that date if executed thereafter. It shall end on June 30, 2010.

B. Termination

1. Termination at Will

This Subcontract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this Subcontract become unavailable, the Council may terminate the Subcontract upon no less than *twenty-four (24) hours* notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This Subcontract may be terminated by the Council for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. Waiver of breach of any provisions of this Subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Subcontract. The provisions herein do not limit the Council's right to remedies at law or equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a subcontract with the Council, been notified by the Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a subcontract terminated by the Council for cause.

C. Renegotiation or Modification

Modifications of provisions of this Subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. This Subcontract may not be amended without the execution of a written document by all Parties hereto. The Parties agree to renegotiate this Subcontract if federal and/or state revisions of any applicable laws or regulations make changes in the Subcontract necessary.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (Provider name as shown on page 1 of this Subcontract) and mailing address of the official payee to whom the payment shall be made is:

Palm Beach County Victim Services
205 North Dixie Highway, Suite 5.1100
West Palm Beach, Florida 33401

2. The name of the contact person and street address where financial and administrative records are maintained is:

Eugene Villanueva
20 S Military Trail
West Palm Beach, Florida 33415
(561) 712-6473

3. The name, address, and telephone number of the contract manager for the Council for this Subcontract is:

Marie Dowling
1311 N. Paul Russell Road, Suite A204
Tallahassee, FL 32301
(850) 297-2000

4. The name, address, and telephone number of the Provider's representative responsible for administration of the program under this Subcontract is:

Nancy Dixon, Division Director
205 North Dixie Highway, Suite 5.1100
West Palm Beach, Florida 33401
(561) 355-6771

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this Subcontract.

E. Miscellaneous

1. This Subcontract shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Venue for purposes of any action brought to enforce or construe this Subcontract shall be in Leon County, Florida.

2. If any term, provision, covenant or restriction of this Subcontract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.

F. All Terms and Conditions Included

This Subcontract and its attachments as referenced, Attachments I, II, III and Exhibits 1, 2 contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Subcontract is found to be illegal or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above Subcontract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 22 page Subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER PALM BEACH COUNTY VICTIM SERVICE

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

SIGNED BY: *Paul W. Milelli*

SIGNED BY: _____

NAME: PAUL W. MILELLI

NAME: JENNIFER L. DRITT

TITLE: DIRECTOR, DEPARTMENT OF PUBLIC SAFETY

TITLE: EXECUTIVE DIRECTOR

DATE: AUGUST 14, 2007

DATE: _____

FEDERAL EID # (OR SSN): 59-6000785

PROVIDER FISCAL YEAR ENDING DATE: SEPTEMBER 30, 2008