

38. Approve Amendment #3 to M-168-00/BJC – Child Protection Team services, to Orlando Regional Healthcare System, Child Protection Team, Orlando (Not-to-Exceed \$46,500.00 per year).

M-168-00/BJC provides for child protection team services. Child Protection Team at Arnold Palmer Hospital for Children and Families is a sole source provider of initial forensic examinations for children who are suspected abuse and neglect victims of the Department of Children and Families. Child Protection Teams are mandated by Chapter 39, Florida Statutes, to provide medical assessments of children who are suspected to have been harmed by caretakers. Child Protection Team provides twenty-four (24) hours, seven (7) days a week, professional services, test and procedures at the discretion of Orlando Regional Healthcare System (ORHS). Professional services include adequate and professional coverage of duties when ORHS' physician is unavailable and during the ORHS physician's vacation period. ORHS performs examinations referred to its Child Care Protection Team, in accordance with Chapter 415, Florida Statutes, at either ORHS, the closest hospital, or physician's office for incidents of child abuse occurring to minors within Seminole County, Florida. If any proceedings result from any examinations performed by any ORHS physician under this Agreement, that physician shall testify when requested by the Office of the State Attorney.

According to Florida Statute 39 (5) "the county in which the child is a resident shall bear the initial costs of the examination of the allegedly abused, abandoned, or neglected child..."

The agreement is for five (5) years effective October 1, 1999 through September 30, 2004 with a not-to-exceed dollar annual amount of \$27,000 per year. Amendment #3 will provide for a fixed fee amount of \$125.00 per case with a not-to-exceed amount of \$46,500 per year. The following is a summary of the cost of the contract:

Original Contract Sum	\$27,000.00 per year
Amendment #1	Contract Language Change
Add Amendment #2	5,000.00 per year
Add Amendment #3	<u>\$ 14,500.00 per year</u>
Revised Contract Sum	<u>\$46,500.00 per year</u>

Funds are available in account number 069100-53031000 (Community Assistance, County Medical Care). Community Assistance Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the Chairman to execute the Amendment.

**THIRD AMENDMENT TO CHILD PROTECTION TEAM SERVICES AGREEMENT
(M-168-00/BJC)**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 13th day of July, 2000, as amended on August 23, 2000 and on October 30, 2001 between **CHILD PROTECTION TEAM, ORLANDO REGIONAL HEALTHCARE SYSTEM**, whose address is 601 West Michigan Street, Orlando, Florida 32805, hereinafter referred to as "CPT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CPT and COUNTY entered into the above-referenced Agreement on July 13, 2000, as amended on August 23, 2000 and on October 30, 2001 to provide medical assessment services pursuant to Chapter 39, Florida Statutes; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 18 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2(a) of the Agreement is amended to read:

SECTION 2. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CPT for the professional services called for under this Agreement a fixed fee in the amount of ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) per case, not to exceed FORTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$46,500.00)

per year. CPT shall perform all work required by the Scope of Services but, in no event, shall CPT be paid more than the negotiated fee amounts as stated above.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CHILD PROTECTION TEAM
ORLANDO REGIONAL HEALTHCARE SYSTEM

SUZANNE H. ALLEN, Secretary

By: _____
SHERRI ALTON, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
7/9/03
3am-m-168