## SOLE SOURCE/PROPRIETARY SOURCE

**42. Approve Amendment #6 to M-168-00/BJC – Child Protection Team Services with Child Protection Team, Orlando Regional Healthcare System, Orlando ($46,500.00 per year, 10 Year Term).**

M-168-00/BJC was awarded as a sole source by the Board at their 6/27/00 meeting and the agreement was executed on 7/13/00. It provides child abuse examinations for children suspected of being abused as statutorily mandated by Florida Statute 415.507(4). The Child Protection Team of the Orlando Regional Healthcare System is the only agency in Central Florida authorized by the State of Florida to perform such examinations.

Amendment #6 will permit a 10 year term to the contract at $46,500 per year and allow for termination by either party providing a 90 day written notice. Should another agency in Central Florida become authorized by the State to perform these examinations, this requirement would be terminated with 90 days notice and competitively awarded.

Funds are available in account number 069100.530310. Community Assistance/Community Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute Amendment #6 as prepared by the County Attorney's Office.

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

**THIS SIXTH 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, October 30, 2001, August 14, 2003, October 20, 2004, and on November 15, 2004, 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, October 30, 2001, August 14, 2003, October 20, 2004, and on November 15, 2004, 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 7 of the Agreement is amended to read:

**SECTION 7. TERM.** This Agreement shall take effect on October 1, 1999, the signatures of the parties notwithstanding, and shall remain in effect until December 30, 2014.

2. Section 8 of the Agreement is amended to read:

**SECTION 8. TERMINATION.**

(a) The COUNTY may, by written notice to CPT, terminate this Agreement, in whole or in part, at any time because of the failure of CPT to fulfill CPT's Agreement obligations. Upon receipt of such notice, CPT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CPT in performing this Agreement, whether completed or in process.

(b) Either party to this Agreement may, by ninety (90) days written notice to the other party, terminate this Agreement for convenience and without cause.

(c) If the termination is for the convenience of the COUNTY, CPT shall be paid compensation for services performed to the date of termination. CPT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(d) If the termination is due to the failure of CPT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CPT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. CPT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of CPT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CPT.

(e) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CPT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(f) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

3. 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

_____
ELIZABETH JONES
Executive Assistant

By:_____
KATHY SWANSON
Vice-President/Executive Director
APHCW

(CORPORATE SEAL)

Date:_____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

_____

By:_____
J. KEVIN GRACE, County Manager

_____

Date:_____

For the use and reliance of Seminole County only.

Within authority of Resolution No. 93-R-71 adopted February 23, 1993.

Approved as to form and legal sufficiency.

_____
County Attorney
AC/lpk
11/30/04
6am-m-168