

**AGREEMENT BETWEEN BROWARD COUNTY AND JASON A. SCHULMAN, M.D., P.A.
FOR FORENSIC MEDICAL EXAMINATIONS AND FORENSIC CONSULTATIONS
Agreement Number: 17-CP-NJCC-SCHUL-01**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Jason A. Schulman, M.D., P.A., for Forensic Medical Examinations and Forensic Consultations, an individual ("Dr. Schulman") (County and Dr. Schulman are collectively referred to as the "Parties").

WHEREAS, this Agreement will enable Dr. Schulman to provide services not otherwise funded by any other public funding source; and

WHEREAS, the Broward County Board of County Commissioners ("Board") has determined that it is in the best interest of the community to enter into this Agreement which serves a public purpose; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Board:** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Clients:** Individuals served under this Agreement as described in Exhibit C-1, "Scope of Services."
- 1.3 **Contract Administrator:** The Broward County Administrator, the Director of the Broward County Human Services Department ("Human Services"), Deputy Director of Human Services, or the Division Director of the Human Services division administering the Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Dr. Schulman and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator:** The administrative head of County appointed by the Board.
- 1.5 **County Attorney:** The chief legal counsel for County appointed by the Board.
- 1.6 **Forensic Medical Evaluation or Medical Evaluation:** A medical diagnosis and evaluation of a child needed to assess allegations of abuse or neglect that includes obtaining a medical history and conducting a physical examination that could include an x-ray, laboratory or other diagnostic procedures performed by a Child Protection Team physician (CPT), an Advanced Registered Nurse Practitioner, or Physician Assistant.
- 1.7 **Medical Consultation:** Evaluation by review of the medical history, not including a physical examination, provided to render a medical opinion regarding abuse or neglect of a child who already has been evaluated by a non-CPT medical provider.

1.8 **Provider Handbook:** County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as same may be amended from time to time by County, which Handbook is incorporated herein by reference.

1.9 **Repository:** County's Human Services Department Repository within the Office of Evaluation and Planning, located in the Government Center at 115 South Andrews Avenue, Room 318, Fort Lauderdale, Florida 33301.

1.10 **Services:** All work required by the consultant under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Article 2 and Exhibit C-1.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Dr. Schulman shall perform all work identified in this Agreement and in Exhibits C-1 and C-2. The Scope of Services stated in this Agreement is a description of Dr. Schulman's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Dr. Schulman impractical, illogical, or unconscionable.

2.2 Dr. Schulman shall perform consultation Services for County and shall abide by the policies and procedures of County.

2.3 Dr. Schulman shall provide County with all required reports within the time frames indicated in Exhibit F for the duration of this Agreement. The format for the written report shall be as may be requested by the Contract Administrator.

2.4 Dr. Schulman shall maintain a complete and accurate record of all Services rendered pursuant to this Agreement. Dr. Schulman shall maintain accurate time logs of all hours worked under this Agreement along with the date and location where the Services were performed for County. All records and logs required to be maintained by Dr. Schulman shall be retained for the period of time set forth in Section 10.3 of this Agreement.

ARTICLE 3 - TERM OF AGREEMENT

3.1 **Term.** The term of this Agreement shall commence July 1, 2017, and shall end on June 30, 2018 ("Initial Term"). This Agreement may be renewed by County's Contract Administrator for up to four (4) additional one-year periods ("Option Periods"). The Contract Administrator shall notify Dr. Schulman of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.

3.2 In the event County elects to extend the term of this Agreement beyond the then-current term, Dr. Schulman agrees that it shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the then-current term. Dr. Schulman shall be compensated for the Services at the rate in effect when the extension was invoked by County. This option, if elected by County and approved by the Board, shall be exercised by the County Administrator via a formal amendment to this Agreement.

ARTICLE 4 - COMPENSATION

4.1 Maximum Funding. The maximum annual amount of compensation payable under this Agreement shall not exceed Sixty-six Thousand Dollars (\$66,000.00).

4.2 Subcontractors. If applicable, Dr. Schulman shall pay his subcontractors and suppliers prior to submitting an invoice requesting payment from County for such subcontracted work or supplies. If Dr. Schulman has been authorized under this Agreement to use subcontractors or if Dr. Schulman uses any suppliers of materials for the provisions of the required Services herein, Dr. Schulman shall submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit B. The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made. Dr. Schulman acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that County may, at its option, withhold progress payments unless and until Dr. Schulman demonstrates timely payments of sums' due to such subcontractors or suppliers. Dr. Schulman acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when Dr. Schulman demonstrates that failure to pay results from a bona fide dispute with his subcontractor or supplier.

4.3 Invoices. County shall pay the applicable rate for Service actually delivered, invoiced, and documented as specified in Exhibit C-1. An original invoice plus one (1) complete copy with supporting documentation are due to County from Dr. Schulman on or before the 15th day of the month beginning the first month following execution of this Agreement, unless otherwise approved in writing by the Contract Administrator.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form prescribed by County in Exhibit D. County shall pay Dr. Schulman within thirty (30) calendar days of receipt of Dr. Schulman's proper invoice as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct any monies due from Dr. Schulman from any outstanding invoice, whether contained in this Agreement or in another agreement Dr. Schulman maintains with County, as a result of a monitoring or other situation where County identifies money due from Dr. Schulman to County.

Invoices and/or documentation returned to Dr. Schulman for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to Dr. Schulman. Dr. Schulman shall sign and date any revised invoice(s). Submission of accurate, timely documentation and other requested information as required by County shall be considered a factor in evaluating future funding requests.

4.4 Financial Consequences. Failure by Dr. Schulman to submit any deliverable or required report in the time and manner specified in this Agreement that results in a financial penalty to County from its funder may result in a three (3) percent payment reduction to Dr. Schulman on any subsequent invoice submitted to County.

4.5 Invoice Certification. The certification statement on the monthly invoice submitted by Dr. Schulman shall be certified and signed by Dr. Schulman.

4.6 Final Invoice. Any invoice submitted by Dr. Schulman that is not properly submitted within forty-five (45) calendar days of the expiration of any term of this Agreement or within forty-five (45) calendar days of termination of this Agreement shall not be payable unless an extension has been granted in writing by the Contract Administrator. Submission of an accurate invoice, timely documentation, and other requested information as required by County may be considered as a factor in evaluating future funding requests. Invoices or documentation returned to Dr. Schulman for corrections shall not be considered as properly submitted and shall be cause for delay in receipt of payment by Dr. Schulman.

4.7 Payments. All payments shall be made solely in the name of Dr. Schulman as the official payee. The name, address, and telephone number to whom payment shall be made on behalf of Dr. Schulman are as follows:

Payee: Jason A. Schulman, M.D., P.A.
Address: 4104 N. 48th Avenue
Hollywood, FL 33021
Telephone: (954)-540-2179

It is Dr. Schulman's responsibility to advise the Contract Administrator, in writing, of any changes in address or telephone number, including changes of administrative and service locations.

4.8 Suspension of Payment. County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to Dr. Schulman if Dr. Schulman does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of said reports and plans. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by County may last through the duration of noncompliance by Dr. Schulman as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by County.

ARTICLE 5 - INSURANCE

5.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

5.2 Dr. Schulman shall maintain, at his sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit A (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Dr. Schulman.

5.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit A, the applicable policies shall comply with the following:

5.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos, or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

5.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

5.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner that would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable federal or state employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

5.3.4 Professional Liability Insurance. Such insurance shall cover Dr. Schulman for those sources of liability arising out of the rendering or failure to render professional services in the performance of the Services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit A.

5.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, Dr. Schulman shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

5.5 Coverage is not to cease and is to remain in force until County determines all performance required of Dr. Schulman is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

5.6 Dr. Schulman shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

5.7 Dr. Schulman shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Dr. Schulman may redact portions of the policies that are not relevant to the insurance required by this Agreement.

5.8 County and Dr. Schulman, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

5.9 If Dr. Schulman uses a subcontractor, Dr. Schulman shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY

6.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Dr. Schulman shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE")

Program, as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Dr. Schulman shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Dr. Schulman to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

6.2 Although no CBE goal has been set for this Agreement, County encourages Dr. Schulman to give full consideration to the use of CBE firms to perform work under this Agreement, if applicable.

6.3 By execution of this Agreement, Dr. Schulman represents that he has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Dr. Schulman all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 7 - INDEMNIFICATION

Dr. Schulman shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Dr. Schulman, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Dr. Schulman shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Dr. Schulman under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8 - NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

County:

Director, Community Partnerships Division
115 South Andrews Avenue, Room A370
Fort Lauderdale, Florida 33301

Dr. Schulman:

Jason A. Schulman, M.D., P.A.
4104 N. 48th Avenue
Hollywood, FL 33021

Dr. Schulman shall notify the Contract Administrator in writing of any changes in the name, title, or address for Dr. Schulman stated herein.

County represents that the director stated herein shall be the Contract Administrator for this Agreement unless Dr. Schulman is otherwise notified by County in writing of any changes to such Contract Administrator or any changes to the name, title, person, and address for County using the procedures stated in this article.

ARTICLE 9 - TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause for reasons including, but not limited to, Dr. Schulman's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Dr. Schulman is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or

if Dr. Schulman provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

9.4 In the event this Agreement is terminated for convenience, Dr. Schulman shall be paid for any Services properly performed under the Agreement through the termination date specified in the written notice of termination. Dr. Schulman acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Dr. Schulman, for County's right to terminate this Agreement for convenience.

9.5 In the event this Agreement is terminated for any reason, any amounts due Dr. Schulman shall be withheld by County until all documents are provided to County pursuant to Section 10.1 of this Agreement.

ARTICLE 10 - MISCELLANEOUS

10.1 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Dr. Schulman in connection with this Agreement shall become the property of County, whether the Service for which they are made is completed or not, and shall be delivered by Dr. Schulman to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Dr. Schulman until Dr. Schulman complies with the provisions of this section.

10.2 Public Records. To the extent Dr. Schulman is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Dr. Schulman shall:

- a. Keep and maintain public records required by County to perform the Services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Dr. Schulman or keep and maintain public records required by County to perform the Services. If Dr. Schulman transfers the records to County, Dr. Schulman shall destroy any duplicate public records that are exempt or confidential and

exempt. If Dr. Schulman keeps and maintains public records, Dr. Schulman shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Dr. Schulman to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Dr. Schulman will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Dr. Schulman contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Dr. Schulman must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Dr. Schulman as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Dr. Schulman. Dr. Schulman shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF DR. SCHULMAN HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO DR. SCHULMAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8647, MWELLS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.

10.3 Audit Right and Retention of Records. Dr. Schulman shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Dr. Schulman's employees, subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Dr. Schulman or subconsultants.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Dr. Schulman's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Dr. Schulman agrees to provide adequate and appropriate workspace. Dr. Schulman shall provide County with reasonable access to his facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Dr. Schulman shall, by written contract, require his subconsultants, if applicable, to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Dr. Schulman or his subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Dr. Schulman in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Dr. Schulman.

10.4 Independent Contractor. Dr. Schulman is an independent contractor under this Agreement. Services provided by Dr. Schulman shall be subject to the supervision of Dr. Schulman. In providing the Services, Dr. Schulman or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

10.5 Truth-In-Negotiation Representation. Dr. Schulman's compensation under this Agreement is based upon representations supplied to County by Dr. Schulman, and Dr. Schulman certifies that the wage rates, factual unit costs, and other information supplied to substantiate Dr. Schulman's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

10.6 Public Entity Crime Act. Dr. Schulman represents that he is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that his entry into this Agreement will not violate that Act. In addition to the foregoing, Dr. Schulman further represents that there has been no determination that he

committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that he has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Dr. Schulman has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Dr. Schulman under this Agreement.

10.7 Contingency Fee. Dr. Schulman warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Dr. Schulman, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Dr. Schulman shall not subcontract any portion of the work required by this Agreement except as authorized in this Agreement. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Dr. Schulman without County's written consent.

Dr. Schulman represents that all persons delivering the Services required by this Agreement have the knowledge and skills, by either training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services and to provide and perform such Services to County's satisfaction for the agreed compensation.

Dr. Schulman shall perform its duties, obligations, and Services under this Agreement in a skillful and respectable manner. The quality of Dr. Schulman's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to local and national standards.

10.9 Conflicts. Neither Dr. Schulman nor his employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Dr. Schulman's loyal and conscientious exercise of judgment and care related to their performance under this Agreement. None of Dr. Schulman's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Dr. Schulman is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Dr. Schulman or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Dr. Schulman is permitted pursuant to this Agreement to utilize subcontractors to perform any

Services required by this Agreement, Dr. Schulman shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Dr. Schulman.

10.10 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, DR. SCHULMAN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.11 Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.13 Compliance with Laws. Dr. Schulman shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations, in performing his duties, responsibilities, and obligations pursuant to this Agreement.

10.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

10.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto, referenced or incorporated herein and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

10.16 Payable Interest.

10.16.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, County shall not be liable to pay any interest to Dr. Schulman for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Dr. Schulman waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection

shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.16.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

10.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.18 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.19 Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

The Parties understand and accept the need for consistent interpretation of consultant-related agreements funded by County. If the Contract Administrator identifies a contractual issue that requires interpretation, the Contract Administrator shall issue such interpretations, in writing, to all program consultants. If Dr. Schulman identifies a contract provision that requires interpretation in order for Dr. Schulman to understand his obligations, Dr. Schulman shall submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator shall obtain a written response from the Director or Deputy Director of County's Human Services and provide such written response to Dr. Schulman within a reasonable time after any request by Dr. Schulman for an interpretation. Such Director or Deputy Director's interpretations shall be deemed conclusive and final.

10.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.21 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement, including the attached Exhibit E, by Dr. Schulman shall serve as Dr. Schulman's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

10.22 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.23 Third Party Beneficiaries. Neither County nor Dr. Schulman intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.24 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ARTICLE 11 - HIPAA COMPLIANCE

It is expressly understood by the Parties that County personnel and their agents have access to protected health information, in any form or electronic media (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Dr. Schulman is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), Dr. Schulman shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute the current form Business Associate Addendum for the purpose of complying with HIPAA. Where required, Dr. Schulman shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in his "Notice of Privacy Practices" notice of Dr. Schulman's and County's uses of Client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. Dr. Schulman shall ensure that the requirements of this Article are included in all agreements with his subcontractors.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, signing by and through its County Administrator, authorized to execute same by Board action on June 13, 2017, and Jason A. Schulman, M.D., P.A., duly authorized to execute same.

County

WITNESS:

Susan Seferian
(Signature)

SUSAN SEFERIAN

(Print Name of Witness)

Broward County, by and through
its County Administrator

By Betha K...
County Administrator

17th day of July, 2017

WITNESS:

Mary Anne Darby
(Signature)

MARY ANNE DARBY

(Print Name of Witness)

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By Timothy 7/13/17
Signature (Date)

Timothy Property Specialist
Print Name and Title above

By K. Gordon 7/14/17
Karen S. Gordon (Date)
Assistant County Attorney

KSG/dp
Schulman.NJCC.2017.a01
06/21/17; 07/10/17
#17-070



AGREEMENT BETWEEN BROWARD COUNTY AND JASON A. SCHULMAN, M.D., P.A., FOR FORENSIC MEDICAL EXAMINATIONS AND FORENSIC CONSULTATIONS, AGREEMENT NUMBER: 17-CP-NJCC-SCHUL-01

Dr. Schulman

WITNESS:

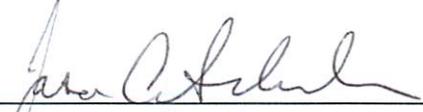


(Signature)

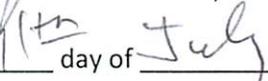


(Print Name of Witness)

Jason A. Schulman, M.D., P.A.



Jason A. Schulman, M.D., P.A.

 day of July, 2017

WITNESS:



(Signature)



(Print Name of Witness)

EXHIBIT A
Insurance Information

Required Insurance Coverage (nongovernmental entities only):

- | | | |
|--|--|--|
| A. Commercial or General Liability: | <input type="checkbox"/> Required | <input checked="" type="checkbox"/> Waived |
| B. Business Automobile Liability: | <input type="checkbox"/> Required | <input checked="" type="checkbox"/> Waived |
| C. Professional Liability: | <input checked="" type="checkbox"/> Required | <input type="checkbox"/> Waived |
| D. Workers' Compensation & Employer's Liability: | <input type="checkbox"/> Required | <input checked="" type="checkbox"/> Waived |
| E. Other: enter type | <input type="checkbox"/> Required | |

Required coverage for all providers:

1. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage and \$1,000,000 annual aggregate. The policy must be without restrictive endorsements excluding or limiting coverage for:
 - a. Premises and/or operations.
 - b. Independent contractors.
 - c. Products and/or Completed Operations for contracts.
 - d. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - e. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
2. Business Automobile Liability Insurance, if driving will be required in the performance of duties under the Agreement, with minimum limits of \$500,000 per occurrence, combined single limit for bodily injury and property damage. The policy must be without restrictive endorsements excluding or limiting coverage for:
 - a. Owned Vehicles,
 - b. Hired,
 - c. Non-Owned Vehicles, including Employers' Non-Ownership
 - d. Any Auto,
 - e. Scheduled Autos (Scheduled autos must be listed on the Certificate of Insurance)
3. Workers' Compensation Insurance applies for all employees in accordance with state statutes and all federal laws. Operations in Florida, shall comply with Florida Statutes, Chapter 440, as amended from time to time, Florida laws and all federal laws. Policy shall include Employers' Liability with minimum limits of \$500,000 for each accident. Elective exemptions or coverage through an employee leasing arrangement will not satisfy this requirement.
4. Professional Liability Insurance is required for any medical treatment, diagnosis, assessment, medical services, including psychological assessment, treatment, counseling, therapy, prescription of drugs, contact with juveniles, elderly, persons with special needs, or other vulnerable populations with minimum limits of \$1,000,000 per occurrence. Coverage must remain in force for one (1) year after the administration of such Services.

The Provider must submit proof of insurance coverage in the form of Certificates of Insurance and endorsements, Declarations pages, or policies to the County Human Services Repository prior to execution of the Agreement and prior to expiration of existing policies thereafter. Failure to provide proof of insurance is grounds for suspension of payment for any outstanding invoice and termination of the Agreement. The required documents can be submitted to the County Human Services Repository by email attachment to: heudell@broward.org, or in hard copy to: The Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, FL 33301.

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EXHIBIT C-1 - SCOPE OF SERVICES

Provider: Jason A. Schulman, M.D., P.A.
Agreement Number: 17-CP-NJCC-SCHUL-01
Program Name: Forensic Medical Examinations and Forensic Consultations

I. Scope of Services:

A. Program Description: Dr. Schulman shall supplement County's Sexual Assault Treatment Center (NJCC)/Child Protection Team (CPT) activities by providing Medical Evaluation and Medical Consultation services to children and families involved in child abuse and neglect investigations, which is critical in identifying and evaluating child abuse, abandonment, and neglect in recommending effective interventions and treatments and in securing successful long-term outcomes for children and families.

B. Target Population: Children and families receiving services from the CPT who are referred by the Broward Sheriff's Office Child Protective Investigative Section and/or law enforcement and at a minimum, include physically abused children, sexually abused children, and children who lack health care (such as medically neglected children) ("Clients").

C. Standards and Other Requirements: Dr. Schulman shall adhere to the standards and other requirements as set forth below.

1. Standards:

Dr. Schulman shall register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD, located at <https://access.broward.org/About.aspx>.

2. Other Requirements:

a. Dr. Schulman shall provide Sexual Abuse and/or Physical Abuse Medical Evaluation Services to Clients within twenty (20) days following the initiation or receipt of referral, or as required by NJCC/CPT staff.

b. Dr. Schulman shall complete Medical Evaluations, using the forms provided by County, at the CPT office (400 N.E. 4th St., Fort Lauderdale, Florida 33301). Dr. Schulman may also complete the Medical Evaluation in a local hospital as deemed appropriate.

c. Dr. Schulman shall document the Forensic Medical Examination on the Forensic Medical Examination Form provided by County and submit the completed form to the CPT Coordinator or the assigned CPT Case Coordinator within eight (8) business days of the examination. Dr. Schulman shall include, in all cases where a Forensic Medical Evaluation has been completed, a clear statement of findings and conclusions and document said findings in a written report. Dr. Schulman shall send the completed report to the CPT Coordinator or assigned CPT Case Coordinator soon as completed, but no later than within eight (8) business days following the evaluation.

d. Dr. Schulman shall provide Medical Consultations Services, using the form provided by County, to render a medical opinion regarding abuse/neglect on a Client that has

already been evaluated by a non-CPT medical provider. Dr. Schulman shall submit a typed Medical Consultation report to the CPT Coordinator or assigned CPT Case Coordinator Team as soon as completed, but no later than within eight (8) business days following the receipt of the Client's medical records. The typed Medical Consultation report (in the established CPT format) shall reference all the pertinent history, examination findings, and laboratory/imaging studies of the Client(s) used to reach the medical conclusions. Dr. Schulman shall, at minimum, include copies of the relevant medical records and reports used to arrive at the medical opinion.

e. Dr. Schulman shall perform a Forensic Medical Evaluation for all Clients seen in the hospital or emergency room.

f. Dr. Schulman shall provide expert medical and related professional testimony in court cases in accordance with Section 39.303 (1) (e), Florida Statutes.

g. Dr. Schulman shall participate in and receive, at minimum, eight (8) hours of training per year in accordance with Section 39.303 (1)(h), Florida Statutes. Dr. Schulman may also receive training via programs/conferences on the identification or determination of abuse or neglect.

h. Dr. Schulman shall maintain the confidentiality of Client services and records in accordance with applicable federal, state and local laws and regulations mandating such confidentiality. Dr. Schulman shall adhere to all federal, state, and local laws regarding confidentiality in collecting and reporting Client information.

i. Dr. Schulman shall attend CPT team staffing and medical neglect staffing, as deemed necessary.

j. Dr. Schulman shall be available, as needed, to respond to local area hospital emergency exams in coordination with the CPT Case Coordinator.

k. Dr. Schulman shall maintain approved provider status from the Department of Health, Children's Medical Services and provide proof of status annually, no later than May 30th of each year.

II. Services to Be Provided:

1. Forensic Medical Evaluation Services

a. Cost per Unit of Service:

- | | |
|---|----------|
| 1. Forensic Medical Evaluation onsite at NJCC: | \$175.00 |
| 2. Forensic Medical Evaluation offsite at Hospital: | \$250.00 |

b. Unit Definition: One evaluation per Client incident

2. Medical Consultation Service

a. Cost per Unit of Service: \$125.00

b. Unit Definition: One consultation per client incident

3. Testimony in Dependency Cases

- a. Cost per Unit of Service: \$250.00
- b. Unit Definition: One hour

The total maximum amount available for testimony in dependency cases is \$10,000.00 of the maximum annual funding amount. Dr. Schulman acknowledges that subpoenaed or other court-compelled testimony for criminal proceedings is not a reimbursable unit under this Agreement.

4. Training

- a. Cost per Unit of Service: \$250.00
- b. Unit Definition: One training program or conference per fiscal year.

Dr. Schulman acknowledges that all trainings must be preapproved by County's NJCC Section Administrator. The total training amount to be reimbursed by County shall not exceed \$1,000.00 per training attended or \$2,000.00 of the annual funding amount. Dr. Schulman shall be paid for reasonable expenses (e.g., registration, travel, lodging, and meals associated with the training in accordance with Section 112.061, Florida Statutes, as amended.

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EXHIBIT C-2 – REQUIRED ACTIVITIES, DELIVERABLES, AND TIMELINE

Month	Activity (T = a training activity)
May 30 th of every year	Dr. Schulman shall present County, no later than May 30 th of every year, with evidence of completion (certificate of trainings) of minimum eight (8) hours of CEU's (Continued Education Units) in the field of child physical or sexual abuse.
	Dr. Schulman shall provide proof of approval of Department of Health Children's Medical Services provider status annually to County.

EXHIBIT D - CONSULTANT INVOICE

Legal name Street Address City, State zip (###) ###-####	Agreement Number: enter number	Date Stamp: On time? Yes <input type="checkbox"/> No <input type="checkbox"/>
	Agreement Amount: \$enter amount	
	Program Name: Enter Contract Name	
	Billing Period for This Invoice (Month/Year):	

A. Total Units Billed

Taxonomy Code/Unit Type	Unit Cost	# of Units This Month	\$ Value This Month	# Units Year to Date	\$ Value Year to Date	Maximum \$ per Unit Type
enter number	\$##					\$##
enter number	\$##					\$##
enter number	\$##					\$##
\$ Total This Month:				\$ Total YTD		

B. CERTIFICATION: The undersigned, as an authorized signator for the agreement between Broward County and Dr. Schulman, hereby affirms and certifies that the services billed herewith have been delivered to Clients on behalf of Broward County per Agreement, that all Clients served have met the program eligibility requirements, and that complete and accurate documentation is available to support services, payment, and pricing requested. Dr. Schulman also represents to County that no other reimbursement is used for invoiced services in accordance with Article 4 of the Agreement.

Authorized Signator Name and Title:	Authorized Signature and Date:
-------------------------------------	--------------------------------

FOR COUNTY USE:	Fund/Agency/Org/Object: enter fund/enter agency/enter org/enter object
Division Reviewer/Date:	OAS Reviewer/Date:
I hereby certify that the backup documentation is complete, accurate, supports the payment requested.	
Approver Signature/Date:	Date Forwarded to Accounting:

Comments (for use by County or Organization):	
Repayment of disallowed units:	Submission of previously unbilled units:

EXHIBIT E - DRUG-FREE WORKPLACE CERTIFICATION

Agreement Number: Enter Agreement Number

The undersigned consultant certifies that he will provide a drug-free workplace program by:

- a. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- d. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- f. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Dr. Schulman certifies that it does not have any employees, neither does Dr. Schulman intend to retain any employees, and therefore is not required to comply with the drug-free workplace act. Dr. Schulman certifies that he is and will remain drug free throughout the term of this agreement.

Jason A. Schulman
(Signature)

M.D., P.A.
(Title of signator)

Jason A. Schulman
(Consultant Name)

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20__.
(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

EXHIBIT F - REQUIRED REPORTS AND SUBMISSION DATES

Report	Applicable?		Due Date/Frequency	# Copies
	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Invoice	<input type="checkbox"/>	<input type="checkbox"/>	enter text day of each month	Original plus 1 copy
Outcomes Report	<input type="checkbox"/>	<input type="checkbox"/>	enter text day of each choose	Original plus 1 copy
Required Services Documentation form	<input type="checkbox"/>	<input type="checkbox"/>	enter text day of each choose	Original plus 1 copy
Affirmative Action Plan, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Equal Employment Opportunity Policy, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
American with Disabilities Act Policy	<input type="checkbox"/>	<input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Non-Discrimination Policy, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
CBE Policy	<input type="checkbox"/>	<input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Current Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>	Due prior to expiration; submit to Human Services Repository	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	<input type="checkbox"/>	<input type="checkbox"/>	Due within 30 days of receipt	1 copy

Failure to submit the foregoing reports by the due date shall result in the suspension of any and all payments due by County to Dr. Schulman.