

**FIRST AMENDMENT TO 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 a First Amendment ("First Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and Jason A. Schulman, M.D., P.A., an individual ("Dr. Schulman") for forensic medical examinations and forensic consultations. County and Dr. Schulman are collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into the original Agreement on July 17, 2017.
- B. The Parties renewed the Agreement for the first Option Period that begins July 1, 2018, and ends June 30, 2019.
- C. The Parties desire to amend the Agreement to update the Notices and Insurance provisions, and to replace Exhibit C-1, Scope of Services.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Article 8 - Notices is revised to update County's designee as follows:
 - County:
Director, Crisis Intervention and Support Division
624 NW 15th Way
Fort Lauderdale, Florida 33311
- 2. Exhibit A, Insurance Information, is hereby deleted in its entirety and replaced with the revised Exhibit A, Insurance Information, attached to this First Amendment.
- 3. Exhibit C-1, Scope of Services, is hereby deleted in its entirety and replaced with the revised Exhibit C-1, Scope of Services, attached to this First Amendment.
- 4. This First Amendment is effective retroactive to July 1, 2018. Except as expressly amended in this First Amendment all terms and conditions of the Agreement remains in full force and effect.
- 5. The Parties have jointly prepared this First Amendment.
- 6. This First Amendment may be executed in counterparts, each of which will be considered an original, but all of which, taken together, constitutes one and the same agreement.

FIRST AMENDMENT TO 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:

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

Mara Conway
Signature

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

MARA CONWAY
Print Name of Witness

14th day of August, 2018

WITNESS:

[Signature]
Signature

Roger Robinson
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 \$300,000 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, or
 - 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 \$300,000 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 County's Certificates of Insurance 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 County's Certificates of Insurance Repository by email attachment to: certificateofinsurance@broward.org.

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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 will supplement County's Nancy J. Cotterman 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. The Services provided pursuant to this Agreement are critical in (i) identifying and evaluating child abuse, abandonment, and neglect; (ii) recommending effective interventions and treatments; and (iii) securing successful long-term outcomes for children and families.

B. Target Population: Children receiving Services from County's CPT who are referred by the Broward Sheriff's Office Child Protective Investigative Section or other law enforcement agencies and, at minimum, are possibly exposed to physical or sexual abuse/neglect, and children who lack health care (such as medically neglected children) ("Clients").

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

1. Standards:

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

2. Other Requirements:

a. Dr. Schulman must 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 County's NJCC/CPT staff.

b. Dr. Schulman must complete Medical Evaluations at County's CPT office (400 N.E. 4th St., Fort Lauderdale, Florida 33301), and must use the forms provided by County. Dr. Schulman may also complete the Medical Evaluation in a local hospital when medically appropriate.

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

- d. Using the form provided by County, Dr. Schulman must provide Medical Consultations Services to render medical opinions for Client abuse or neglect that has already been evaluated by a non-CPT medical provider. Dr. Schulman must submit a typed Medical Consultation report to County's CPT Coordinator or assigned CPT Case Coordinator Team as soon as it is completed, but no later than eight (8) business days following receipt of the Client's medical records. The typed Medical Consultation report (in the established CPT format that Dr. Schulman must obtain from County) must reference all pertinent history, examination findings, and laboratory/imaging studies of the Client used to reach the medical conclusions. At a minimum, Dr. Schulman must include copies of the relevant medical records and reports used to arrive at the medical opinion.
- e. Dr. Schulman must perform a Forensic Medical Evaluation for all Clients treated in the hospital or emergency room.
- f. Dr. Schulman must provide expert medical and related professional testimony in court cases in accordance with Section 39.303 (1) (e), Florida Statutes.
- g. At a minimum, Dr. Schulman must participate in and receive eight (8) hours of training per year in accordance with Section 39.303 (1)(h), Florida Statutes. Dr. Schulman may also receive training through programs or conferences on the identification or determination of abuse or neglect.
- h. Dr. Schulman must maintain the confidentiality of Client Services and records in accordance with applicable federal, state, and local laws and regulations mandating such confidentiality. Dr. Schulman must also adhere to all federal, state, and local laws regarding confidentiality in collecting and reporting Client information.
- i. Dr. Schulman must attend CPT staffing and medical neglect staffing, as requested by County's CPT.
- j. Dr. Schulman must be available, as needed, to respond to local area hospital emergency exams in coordination with County's CPT Case Coordinator.
- k. Dr. Schulman must maintain approved provider status from the Department of Health, Children's Medical Services, and provide proof of status by May 30 annually.

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 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 County's Crisis Intervention and Support Division Director must preapprove all training. The total training amount to be reimbursed by County must not exceed \$1,000 per training attended or \$2,000 of the annual funding amount. County will pay Dr. Schulman for allowable expenses incurred (e.g., registration, travel, lodging, and meals associated with the training) in accordance with Section 112.061, Florida Statutes.

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