



## BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

## AGREEMENT SUMMARY

EXHIBIT 1

## NAME OF OTHER CONTRACTING PARTY

JASON SCHULMAN, M.D., PA.

## PROPOSED ACTION

☐ NEW ITEM ☒ AMENDMENT, NUMBER 1 ☐ RENEWAL ☒ EXTENSION

## DOCUMENT TYPE

Agreement

## PURPOSE

To provide Forensic Medical Exams and Medical Consultation services to children and families involved in child abuse and neglect investigations.

## SPECIAL PROVISIONS (select if applicable)

<input type="checkbox"/> LIVING WAGE PROGRAM	<input type="checkbox"/> CBE PROGRAM
<input type="checkbox"/> SBE SHELTERED MARKET PROGRAM	<input type="checkbox"/> M/WBE PROGRAM
<input type="checkbox"/> FEDERAL DBE/ACDBE PROGRAM	<input type="checkbox"/> REQUIRES IN-KIND MATCH: \$ OR %
<input type="checkbox"/> CDBE PROGRAM	<input type="checkbox"/> REQUIRES CASH MATCH: \$ OR %

## EFFECTIVE DATES (new agreements only)

START:

END:

## EFFECTIVE DATES (amendments only)

☐ NO CHANGE  
☐ END DATE HAS CHANGED FROM TO  
☒ TERM HAS Increased FROM 07/01/14 TO 06/30/2017

## CONTRACT ADMINISTRATOR

NAME: Miriam Firpo-Jimenez

PHONE: 954-357-5775

## CONTRACT TYPE

<input type="checkbox"/> COST REIMBURSEMENT	<input type="checkbox"/> OPEN-END
<input type="checkbox"/> FIRM FIXED PRICE	<input type="checkbox"/> TIME AND MATERIALS
<input type="checkbox"/> PERFORMANCE BASED	<input checked="" type="checkbox"/> OTHER FEE FOR SERVICE

## CONTRACT VALUE (new contracts)

☐ ACTUAL ☐ ESTIMATED  
Base amount  
Reimbursables  
Optional Services  
Total contract value

## CONTRACT VALUE (amendments only)

<input type="checkbox"/> NO CHANGE <input type="checkbox"/> ACTUAL <input checked="" type="checkbox"/> ESTIMATED
Original approved contract value <b>\$132,000.00</b>
Approved previous adjustments 0.00
Value of this action <b>\$198,000.00</b>
Amended total contract value <b>\$330,000.00</b>

## PAYMENT METHOD

☐ LUMP SUM PAYMENT  
☐ MILESTONE / PROGRESS BASED  
☐ SCHEDULED OR TIME-BASED  
☒ OTHER FEE FOR SERVICE

## PAYMENT TERMS

County shall pay Schulman One Hundred Twenty-five Dollars (\$125.00) for Forensic Medical Examinations conducted on-site at the Nancy J. Cotterman Center, Two Hundred Fifty Dollars (\$250.00) for Forensic Medical Examinations conducted off-site at local Hospitals, and One Hundred Seventy-five Dollars (\$175.00) for Medical Consultations. County shall pay Schulman Two Hundred Fifty Dollars (\$250.00) for testimony in dependency cases. The total maximum amount available for testimony in dependency cases shall not exceed Ten Thousand Dollars (\$10,000.00) per Agreement term.

## COST ADJUSTMENT

<input checked="" type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> FIXED PERCENTAGE %	<input type="checkbox"/> ACTUAL COST
<input type="checkbox"/> CPI OR OTHER INDEX	<input type="checkbox"/> FIXED COST \$	<input type="checkbox"/> OTHER

## EQUITY PROGRAM PARTICIPATION SUMMARY

Total County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A

Total contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A

M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

## RENEWAL OR EXTENSION TERMS

The term of this Agreement shall commence on July 1, 2012, and shall continue through June 30, 2013 ("Initial Term"). The Agreement may be renewed for up to a one (1) four (4) one-year periods (referred to as "Option Period") at the sole option of the Contract Administrator.

## TERMINATION AND CANCELLATION PROVISIONS

FOR CAUSE: This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved Party identifying the breach. Termination for cause by COUNTY shall be done by action of the Board with written notice provided to SCHULMAN by the Human Services Director, which termination date shall be not less than thirty

	<p>(30) days after the date of such written notice. Termination for cause by SCHULMAN shall be effective not less than thirty (30) days after notice of termination is received by COUNTY.</p> <p>FOR CONVENIENCE: This Agreement may also be terminated for convenience by the Board. 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 or safety.</p>
DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION	<p>90% of the medical evaluations will be provided within twenty (20) days following the initiation/referral date.</p> <p>90% of the medical evaluation reports will be completed and mailed to the BSO Protective Investigator within ten (10) days following the completion of the medical evaluation.</p> <p>90% of the medical consultations will be provided within ten (10) days following receipt of the medical records.</p> <p>90% of the medical consultation reports will be completed and mailed to the BSO Protective Investigator within ten (10) days following the completion of the medical consultation.</p> <p>In addition to the responsibilities and duties described above, SCHULMAN shall also:</p> <ol style="list-style-type: none"> <li>1. Attend CPT staffings, as necessary.</li> <li>2. Prepare written reports of evaluations and medical consultations. Submitting invoices only upon completion of reports.</li> <li>3. Participate in after hours on call, as scheduled.</li> <li>4. Successful completion of a minimum of eight hours of training per year in child abuse, abandonment, and neglect.</li> </ol>
LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.	<p><b><u>Financial Consequences:</u></b></p> <p>CPTIS Performance Measure reports: If reports indicate Provider is not meeting all required contract performance measure time frames, Provider must include a written plan of correction. The plan of correction must be approved by NJCC Section Manager. Failure to provide an approved plan of correction due no later than 45 days following the billing month the time frame will result in a reduction of 1% of the monthly fixed amount.</p>