



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
JASON A. SCHULMAN, M.D., P.A.**

This First Amendment ("First Amendment") to the Agreement between Broward County and Jason A. Schulman, M.D., P.A. for Forensic Medical Examinations and Forensic Consultations, dated June 19, 2012 (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Jason A. Schulman, M.D., P.A., an individual licensed to practice medicine in the state of Florida ("Schulman") (collectively, the "Parties").

A. The Initial Term of the Agreement commenced on July 1, 2012 and continued through June 30, 2013. County exercised the Option Period pursuant to Section 3.1 of the Agreement on November 2, 2012, extending the Agreement for one year until June 30, 2014.

B. The Agreement provides that the maximum annual amount of compensation payable for the Initial Term and each Option Period under this Agreement shall not exceed Sixty-six Thousand Dollars (\$66,000.00) ("Agreement Amount").

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

1. Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect. Amendments to the Agreement made herein are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
2. Section 3.1 of the Agreement is hereby amended as follows:

3.1 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 (each referred to as an "Option Period") at the sole option of the Contract Administrator. The Contract Administrator shall notify SCHULMAN of renewal in writing. The Initial Term and all Option Periods shall be collectively referred to as the "Agreement Term." However, this Agreement may be terminated in accordance with the provisions contained in the "TERMINATION" section of this Agreement.
3. Section 4.1 of the Agreement is hereby amended as follows:

4.1 The maximum annual amount of compensation payable for the Initial Term and each Option Period under this Agreement shall not exceed Sixty-Six Thousand Dollars (\$66,000.00) ("Agreement Amount"). COUNTY shall pay SCHULMAN One Hundred Twenty-five Dollars (\$125.00) for Forensic Medical Examinations conducted on-site at the ~~Sexual Assault Treatment Center~~ 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) per hour 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 each one-year term of the Agreement-term. COUNTY shall pay for reasonable expenses (e.g., registration, travel, lodging and meals) incurred for two (2) training programs/conferences, subject to availability of funds, that SCHULMAN may attend in ~~the each~~ each twelve (12) month term of the Agreement-period, which expenses

shall be paid in accordance with Section 112.061, Florida Statutes, as amended from time to time, and shall not exceed One Thousand Dollars (\$1,000.00) per training or Two Thousand Dollars (\$2,000.00) per each Agreement year. The Contract Administrator has the authority and sole discretion, at any time, to reduce the maximum funding allocated under this Agreement in the event of SCHULMAN'S underutilizations of funds during the Initial Term and any Option Period. Option Period funding may be reduced due to underutilization, at the sole discretion of the Contract Administrator, either by written notification renewal pursuant to the "TERM OF AGREEMENT" section of this Agreement, or later in the Option Period as described in this paragraph. To the extent practicable, adjustments made pursuant to this paragraph must be made by formal written amendment which may be signed by the Human Services Director or Deputy Director, on behalf of COUNTY. However, if formal amendment is not practicable, the County Administrator shall notify SCHULMAN in writing of such adjustment (including corresponding revisions to the maximum units of service) no later than ten (10) business days prior to its effective date.

MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS: In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase or decrease the maximum funding under this Agreement up to ten percent (10%) of the Agreement amount for any fiscal year of COUNTY. Such adjustments shall be made via Work Authorization(s), which shall be signed by the HSD Director or Deputy Director.

The Contract Administrator has the authority, in his/her sole discretion, to make adjustments, subject to previously approved Human Services' budgeted funds, to

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4. This First Amendment shall be effective upon complete execution. This First Amendment 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same on the ____ day of June, 2014, and JASON A. SCHULMAN, M.D., P.A., duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By: _____
County Administrator

(Print Name of Witness)

____ day of _____, 20____

(Signature)

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

(Print Name of Witness)

Insurance requirements
approved by Broward County
Risk Management Division

By  
René D. Harrod (Date)
Assistant County Attorney

By  4/17/14
Risk Management Division (Date)

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

RDH
3/13/2014
2014-02-13 Schulman First Amendment
#13-070

Schulman

WITNESSES:

Randy Sperling
Signature

Randy Sperling
Print Name of Witness above

Eitan Grossman
Signature

Eitan Grossman
Print Name of Witness above

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

By: Jason A. Schulman
Authorized Signor

Jason A. Schulman
Print Name and Title

14th day of April, 2014

ATTEST:

David H. Chas. Newman
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

