

2012

EXHIBIT 2

AGREEMENT

Between

BROWARD COUNTY

and

JASON A. SCHULMAN, M.D., P.A.

for

Forensic Medical Examinations and Forensic Consultations

Fiscal Year: 2012/2013

AGREEMENT

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BROWARD COUNTY

and

JASON A. SCHULMAN, M.D., P.A.

for

Forensic Medical Examinations and Forensic Consultations

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

and

JASON A. SCHULMAN, M.D., P.A., an individual licensed to practice medicine in the state of Florida, hereinafter referred to as "SCHULMAN."

WHEREAS, COUNTY desires to continue supplementing its Sexual Assault Treatment Center/Child Protection Team activities by providing medical evaluation and medical consultation services to children and families involved in child abuse and neglect investigations; and

WHEREAS, this Agreement will enable SCHULMAN to continue providing such services, not otherwise funded by any other public funding source; and

WHEREAS, funding given to SCHULMAN has been found and declared to be for a COUNTY and public purpose by the Broward County Board of County Commissioners; and

WHEREAS, the Broward County Board of County Commissioners 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

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This document, Articles 1 through 12 inclusive, the "Whereas" clauses recited above, and all exhibits, addendum, and attachments that are expressly incorporated by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 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 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 Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.5 **Scope of Services** - The Scope of Services consists of the services as referenced in Article 2, "SCOPE OF SERVICES," of this Agreement and in Exhibit D, "Scope of Services."

ARTICLE 2  
SCOPE OF SERVICES

- 2.1 The parties agree that the Scope of Services is a description of 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 SCHULMAN impractical, illogical, or unconscionable.
- 2.2 The services to be performed by SCHULMAN are generally described in this Agreement under the Scope of Services attached hereto as Exhibit "D."

SCHULMAN agrees to perform consultation services for COUNTY in accordance with the principles and standards of the American Medical Association, American Academy of Pediatrics, and abide by the policies and procedures of COUNTY and the Florida Department of Health, Children's Medical Services, Child Protection Team. SCHULMAN shall perform all work identified in this Agreement and Exhibit "D," "Scope of Services."

- 2.3 SCHULMAN shall maintain a complete and accurate record of all services rendered pursuant to this Agreement. SCHULMAN shall maintain an accurate time log 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 SCHULMAN shall be retained for the period of time set forth in the "INSPECTION, AUDIT, AND RETENTION OF RECORDS" section of this Agreement.

### ARTICLE 3 TERM OF AGREEMENT

- 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) one-year period (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 Option Period shall be collectively referred to as ("Agreement Term"). However, this Agreement may be terminated in accordance with the provisions contained in the "TERMINATION" section of this Agreement.

SCHULMAN understands and acknowledges that, although its performance under this Agreement will be a factor considered by COUNTY in evaluating any renewal, the initial funding will only be for the period stated herein. Option Period funding shall be contingent upon the following:

- a. Continued demonstrated and documented need for the services;
- b. Satisfactory program performance by SCHULMAN;
- c. Demonstrated financial stability of SCHULMAN; and
- d. The availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes, as amended.

SCHULMAN and COUNTY agree that COUNTY, in its sole discretion, shall determine whether the contingencies have been fulfilled prior to the Contract

Administrator exercising of COUNTY's option to renew the Agreement for any subsequent renewal period.

### 3.2 RENEWAL:

SCHULMAN understands and acknowledges that, although its performance under this Agreement will be considered by COUNTY in evaluating future or additional funding requests, COUNTY funding under this Agreement relates exclusively to the Initial Term specified in this article and that COUNTY, by entering into this Agreement with SCHULMAN, assumes no obligation whatsoever with respect to further or future funding to SCHULMAN.

## ARTICLE 4 COMPENSATION

- 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, 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 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 twelve (12) month 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 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 underutilization 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 of 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 Contract 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.

The Contract Administrator has the authority, in his/her sole discretion, to make adjustments, subject to previously approved Human Services' budgeted funds, to (a) the maximum renewable funding for any Option Period under this Agreement; (b) the maximum funding under this Agreement; (c) the maximum funding allocated to any particular service category funded under this Agreement; and (d) payment schedules throughout the Agreement Term. Such authority and discretion are to be exercised for the purpose of maximizing expenditure of COUNTY funds. Such adjustments may be triggered by underutilization by SCHULMAN, availability of funds, or any other reason in furtherance of the objectives of COUNTY's Human Services. Such adjustments may be made in writing and signed by the Contract Administrator as indicated above.

The Broward County Board of County Commissioners shall be the final authority as to availability of funds. SCHULMAN shall not be required to perform any additional services that are not outlined in this Agreement. COUNTY shall pay SCHULMAN within thirty (30) calendar days of receipt of a proper invoice. In order to be deemed proper pursuant to the Florida Prompt Payment Act, all invoices must state the following information:

- a. Name of business organization as stated in this Agreement;
- b. Date of invoice preparation;
- c. Invoice identification number;
- d. SCHULMAN's Vendor Identification Number;
- e. Description of services provided;
- f. Date of services provided;
- g. Total hours of services provided, including time services commenced and time services ended;
- h. All client identifier codes and date of services, if applicable; and
- i. Total compensation payable under the invoice.

- 4.2 No monthly payment shall exceed the amount specified in Exhibit "D," "Scope of Services," unless SCHULMAN obtains prior written authorization from Contract Administrator for this Agreement.

SCHULMAN shall pay its subcontractors and suppliers prior to submitting an invoice requesting payment from COUNTY for such subcontracted work or supplies.

If SCHULMAN has been authorized in accordance with the "ASSIGNMENT AND PERFORMANCE" section of this Agreement to use subcontractors or if SCHULMAN uses any suppliers of materials for the provisions of the required services herein, SCHULMAN shall submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit "C." The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in item 2 of the form, explaining the good cause why payment has not been made.

SCHULMAN agrees 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 SCHULMAN demonstrates timely payments of sums due to such subcontractors or suppliers. SCHULMAN agrees 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 SCHULMAN demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

- 4.3 COUNTY agrees to pay SCHULMAN per unit of service actually delivered, report completed and submitted, invoiced, and documented as specified in Exhibit "D," "Scope of Services." Original invoices in the form attached hereto as Exhibit E, "Contracted Services Invoice," plus one (1) copy are due to COUNTY from SCHULMAN on or before the fifteenth (15) of the month following provision of services, beginning on the fifteenth (15) of the first month following the execution of this Agreement by COUNTY.

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 forms, prescribed by COUNTY in Exhibit "E," "Contracted Services Invoice." Invoices and/or documentation returned to SCHULMAN for corrections shall be cause for delay in receipt of payment. Late submission shall result in delay in SCHULMAN's receipt of payment. COUNTY shall pay SCHULMAN within thirty (30) calendar days of receipt of SCHULMAN's properly submitted invoice in accordance with the provisions of COUNTY's Prompt Payment Ordinance 89-49, as amended. Further, COUNTY may deduct any monies due from SCHULMAN from any outstanding invoice, whether contained in this Agreement or in another agreement SCHULMAN maintains with COUNTY, as a result of a monitoring or other situation where COUNTY identifies money due from SCHULMAN to COUNTY.

- 4.4 The certification statement on the monthly invoice submitted by SCHULMAN shall be certified and signed by SCHULMAN.
- 4.5 Any invoice submitted by SCHULMAN that is not properly submitted within ten (10) calendar days of the expiration or termination of this Agreement shall not be payable unless an extension has been granted by the Contract Administrator. Submission of an accurate, timely documentation, and other requested

information as required by COUNTY may be considered as a factor in evaluating future funding requests. Invoices and/or documentation returned to SCHULMAN for corrections shall not be considered as properly submitted and shall be cause for delay in receipt of payment by SCHULMAN.

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

Jason A. Schulman, M.D., P.A.  
4104 North 48<sup>th</sup> Avenue  
Hollywood, Florida 33021  
(954) 540-2179

Federal Identification No. 202780671

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

#### ARTICLE 5 PROFESSIONAL LIABILITY INSURANCE

SCHULMAN shall have professional liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claim and per aggregate with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). SCHULMAN shall be responsible to pay for all deductibles. The professional liability insurance shall be in effect during the entire Agreement Term. Any insurance coverage that is written on a "claims made basis" must remain in force for two (2) years after termination of this Agreement. Breach of this provision shall be cause for immediate termination of this Agreement by COUNTY. SCHULMAN shall submit a Certificate of Insurance to Broward County Risk Management Division prior to the execution of this Agreement and prior to any invoice being paid to SCHULMAN. SCHULMAN shall maintain COUNTY as a certificate holder in the name of "Broward County and the Board of County Commissioners." This requirement may be waived or revised in writing by COUNTY's Risk Manager, Risk Management Division.

SCHULMAN shall notify BROWARD COUNTY in writing within thirty (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy.

COUNTY, by and through the Risk Management Division, reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If SCHULMAN uses a subcontractor, SCHULMAN shall ensure that subcontractor names COUNTY as an additional insured.



ARTICLE 6  
INDEPENDENT CONTRACTOR

- 6.1 SCHULMAN shall act as an independent contractor insofar as the performance of services under this Agreement. SCHULMAN, therefore, agrees to the following:
- a. SCHULMAN shall employ and direct such personnel as required to perform said services;
  - b. SCHULMAN shall secure any and all permits and licenses that may be required in order to perform the services described in Exhibit D, "Scope of Services," attached hereto;
  - c. SCHULMAN shall exercise full and complete authority over SCHULMAN's personnel;
  - d. SCHULMAN shall comply with all workers' compensation, federal and state income and employment taxation laws, employers' liability, and other federal, state, county, and municipal laws, ordinances, rules and regulations, required of any employer performing services as herein contemplated; and
  - e. SCHULMAN shall make all reports and remit all withholding or other deductions from the compensation paid its personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 6.2 No Broward County employment benefits shall be available or furnished to SCHULMAN or SCHULMAN's employees or personnel. SCHULMAN shall not be responsible for any employment benefits related to any employees or personnel hired or retained by COUNTY.

ARTICLE 7  
INDEMNIFICATION

SCHULMAN shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by the intentional or negligent act of, or omission of SCHULMAN, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event

any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, SCHULMAN shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Director of Human Services and County Attorney, any sums due 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, and any amount withheld shall not be subject to payment of interest by COUNTY.

## ARTICLE 8 NOTICES

Except as otherwise specified in this Agreement, 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:

Mandy Wells, Director  
Community Partnerships Division  
Governmental Center Annex, Room A360  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

### SCHULMAN:

Jason A. Schulman, M.D., P.A.  
4104 North 48th Avenue  
Hollywood, Florida 33021

SCHULMAN shall notify the Contract Administrator in writing of any changes in the name, title, and/or address for SCHULMAN stated herein.

COUNTY represents that the director stated herein shall be deemed to be the Contract Administrator for this Agreement unless SCHULMAN is otherwise notified by COUNTY in writing of any changes to such Contract Administrator and/or any changes to the name, title, person, and address for COUNTY using the "Notices" 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) 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 (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. 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 or safety. The parties agree that 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, 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 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, as amended, or if SCHULMAN provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 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 through the Contract Administrator that shall be promptly confirmed in writing by the Human Services Director in accordance with the "NOTICES" section of this Agreement.
- 9.4 In the event this Agreement is terminated for convenience by COUNTY, SCHULMAN shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. SCHULMAN acknowledges and agrees that it has received good, valuable, and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by SCHULMAN, for COUNTY's right to terminate this Agreement for convenience.

- 9.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due SCHULMAN may be withheld by COUNTY until all documents are provided to COUNTY, if requested by the Contract Administrator, pursuant to the "RIGHTS IN DOCUMENTS AND WORK" provision of this Agreement.
- 9.6 The Board shall be the final authority as to the availability of funds and how available funds will be allotted among its various providers and consultants. In the event funds to finance the services set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours prior written notice to the other party. If such termination is being done by COUNTY after such determination or action by the Board, the written notice may be provided by the Contract Administrator.
- 9.7 Except as otherwise specifically provided, whenever notice of termination is being provided under this Article, it shall be given in accordance with the "NOTICES" section of this Agreement.
- 9.8 This Agreement may also be terminated in accordance with the "EEO and CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

#### ARTICLE 10 MISCELLANEOUS

##### 10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, SCHULMAN grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SCHULMAN, whether finished or unfinished, shall become the property of COUNTY and upon request of Contract Administrator shall be delivered by SCHULMAN to the Contract Administrator within seven (7) days of said request. Any compensation due to SCHULMAN shall be withheld until all documents are received as provided herein. After the five (5) year period or any longer retention period, if required by Florida's public records laws, as amended and stated herein, SCHULMAN shall notify COUNTY's Contract Administrator in writing pursuant to the "NOTICES" section of this Agreement that the retention time period required of SCHULMAN has expired and provide COUNTY at least a ten (10) calendar days opportunity to obtain the records if COUNTY desires to retain the records for a longer period of time. This section shall survive the expiration or termination of the Agreement.

##### 10.2 INSPECTION, AUDIT, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts, including before and after payment, of SCHULMAN that are related to this Scope of

Services under this Agreement. SCHULMAN shall keep such books, records, and accounts, including before and after payment, as may be necessary in order to record complete and correct entries related to the Scope of Services under this Agreement. SCHULMAN agrees that in the event COUNTY determines that funds are due back to COUNTY, COUNTY through its Contract Administrator, may in its sole and absolute discretion, require SCHULMAN to pay interest on those funds, which interest shall be calculated from the date COUNTY incorrectly paid SCHULMAN. SCHULMAN agrees, as a condition of receiving State Financial Assistance, as defined in the Florida Single Audit Act, to allow the state awarding agency, the comptroller, and the Auditor General access to its records as required by Section 215.97, Florida Statutes, Florida Single Audit Act, as amended.

SCHULMAN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, including before and after payments, time logs reflecting hours worked, reports, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after the termination or expiration of this Agreement or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination or expiration of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to SCHULMAN's records, SCHULMAN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SCHULMAN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry provided same is not due to the fault of COUNTY.

SCHULMAN shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

### 10.3 PUBLIC ENTITIES CRIMES ACT

SCHULMAN represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, as amended, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

#### 10.4 CONTINGENCY FEE

SCHULMAN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SCHULMAN, 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 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 the Compensation Amount or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### 10.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. SCHULMAN shall not subcontract any portion of the work required by this Agreement, unless prior written approval is obtained from COUNTY's Contract Administrator. In the event SCHULMAN is permitted to utilize subcontractors to perform any services required by this Agreement, SCHULMAN agrees to require such subcontractors, by written contract, to comply with all the terms of this Agreement between SCHULMAN and COUNTY.

SCHULMAN represents that all persons hired by SCHULMAN for delivery of services required by this Agreement have the knowledge and skills, either by 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. Delivery of services through subcontractors shall not relieve SCHULMAN of full responsibility for all requirements, provisions, and terms of this Agreement.

SCHULMAN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of SCHULMAN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be in accordance with the best national and local standards.

#### 10.6 CONFLICTS

Neither SCHULMAN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SCHULMAN's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SCHULMAN agrees that it and none of its 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 or she is not a party, unless compelled by court process, nor shall such persons 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 or 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 such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event SCHULMAN is permitted to utilize subcontractors to perform any services required by this Agreement, SCHULMAN agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

#### 10.7 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 agree 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 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, 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.**

#### 10.8 AMENDMENTS

Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SCHULMAN. However, the Human Services Director or Deputy Director may execute amendments to the insurance requirements, to any of the exhibits, and to the dollar amount subject to Article 4.

#### 10.9 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written 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.

#### 10.10 COMPLIANCE WITH LAWS

SCHULMAN shall comply with all federal, state, local government laws, codes, ordinances, rules, and regulations, in effect at the time of execution of this Agreement, and as amended thereafter, in performing duties, responsibilities, and obligations related to this Agreement notwithstanding any other provisions to the contrary which may be in this Agreement.

#### 10.11 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 10.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

#### 10.13 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance 89-49 (as amended), any funds that are the subject of a dispute regarding this Agreement and that are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by SCHULMAN.



#### 10.14 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.

#### 10.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through F, and addenda are incorporated into and made a part of this Agreement.

SCHULMAN agrees to abide by all of the covenants and representations contained in the Request for Proposals/Applications/Letters of Interest (RFP/RFA/RLI) submitted by SCHULMAN upon which COUNTY relied and upon which this Agreement is based, and SCHULMAN agrees that such covenants and representations in the RFP/RFA/RLI shall form, become a part of, and be incorporated by reference into this Agreement. If the RFP/RFA/RLI or any portion of such RFP/RFA/RLI conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

#### 10.16 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

#### 10.17 INTERPRETATION

The parties understand and accept the need for consistent interpretation of SCHULMAN-related agreements funded by COUNTY. If the Contract Administrator identifies a contractual issue which requires interpretation, the Contract Administrator shall issue such interpretations, in writing, to all program consultants. If SCHULMAN identifies a contract provision which requires interpretation in order for SCHULMAN to understand its obligations, 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 SCHULMAN within a reasonable time after any request by SCHULMAN for an interpretation. Such Director or Deputy Director's interpretations shall be deemed conclusive and final.

#### 10.18 PUBLICITY

SCHULMAN is authorized by this Agreement that it may use the name of COUNTY in the name of "Broward County" in any advertising materials concerning publicity and promotion of SCHULMAN related to the services funded by this Agreement.

SCHULMAN further agrees that in all advertisements, press releases or other type of publicity activities concerning the services funded by this Agreement, undertaken by CONSULTANT in connection with this Agreement, shall include the following statement:

The services provided by JASON A. SCHULMAN, M.D., P.A., are a collaborative effort between Broward County and JASON A. SCHULMAN, M.D., P.A., with funding provided by the Broward County Board of County Commissioners under an Agreement.

#### 10.19 THIRD PARTY BENEFICIARIES

Neither COUNTY nor SCHULMAN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

### ARTICLE 11 EEO AND CBE COMPLIANCE

#### 11.1 EEO COMPLIANCE:

SCHULMAN shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as amended. SCHULMAN shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds under this Agreement shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

SCHULMAN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SCHULMAN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SCHULMAN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

SCHULMAN agrees to furnish to the Contract Administrator two (2) copies of its Equal Employment Opportunity Policy and Client Non-Discrimination Policy at

the time of SCHULMAN's execution of this Agreement. SCHULMAN also agrees to furnish to the Contract Administrator two (2) copies of its Americans with Disabilities Act policy of compliance at the time of SCHULMAN's execution of this Agreement.

All of these policies and any other policies required under this Agreement, must meet the approval of Contract Administrator, in his/her sole and absolute discretion. COUNTY, through its Human Services Director, may terminate this Agreement at any time in the event he/she disapproves of any of SCHULMAN's policies and/or SCHULMAN fails to provide a policy that Contract Administrator believes to be appropriate, in his/her sole and absolute discretion, within ten (10) calendar days after written notice requesting appropriate policy in accordance with the "NOTICES" section of this Agreement.

SCHULMAN agrees to submit any revisions to the policies required herein to the Contract Administrator within thirty (30) calendar days of the revision date. Such revisions are subject to the same conditions of approval by COUNTY as provided above.

By execution of this Agreement, SCHULMAN represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as amended). 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 SCHULMAN all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

11.2 CBE:

Although no CBE goal has been set for this Agreement, COUNTY encourages SCHULMAN to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 12  
HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or 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 CFR 160, 162, and 164 and related regulations, as amended. In the event SCHULMAN is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), 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, 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 its "Notice of Privacy Practices" notice of 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 Addendum(s) on its behalf.

[Remainder of Page Intentionally Left Blank]

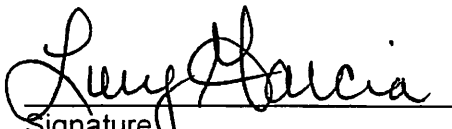
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS signing by and through its Purchasing Director, authorized to execute same, JASON A. SCHULMAN, M.D., P.A., signing by and through himself, duly authorized to execute same.

COUNTY

WITNESSES:

  
Signature

Nadia Hankerson  
Print Name

  
Signature

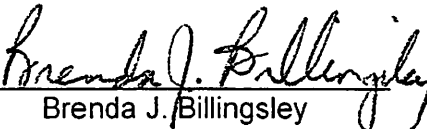
Lucy Garcia  
Print Name

Approved as to insurance  
requirements by  
Risk Management Division

By:  6/8/12  
Authorized Signature (Date)  
Risk Management Division


Jacqueline A. Binns  
Print/Type Name  
Risk Insurance and  
Contracts Manager

BROWARD COUNTY, through its  
Purchasing Director

By:   
Brenda J. Billingsley  
Purchasing Director

19<sup>th</sup> day of June, 2012

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  6/12/12  
Karen S. Gordon (Date)  
Assistant County Attorney

KSG:dp  
ShulmanI.2012.a01  
#12-065.07  
5/21/12

SATC/CPT Consultant

AGREEMENT BETWEEN BROWARD COUNTY AND JASON A. SCHULMAN, M.D., P.A.,  
FOR FORENSIC MEDICAL AND MEDICAL CONSULTATION SERVICES.


SCHULMAN

JASON A. SCHULMAN, M.D., P.A.

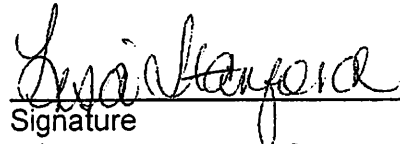
WITNESSES:

  
\_\_\_\_\_  
Signature

Manuel Garcia  
\_\_\_\_\_  
Print/Type Name

By:   
\_\_\_\_\_  
JASON A. SCHULMAN, M.D., P.A.

6<sup>th</sup> day of June, 2012

  
\_\_\_\_\_  
Signature

Lisa Stanford  
\_\_\_\_\_  
Print/Type Name

EXHIBIT A  
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies that it will provide a drug-free workplace program by:

- (1) 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;
- (2) 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;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) 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;
- (5) 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;
- (6) 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

EXHIBIT A (Page 2)  
DRUG FREE WORKPLACE CERTIFICATION

- (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
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

The vendor/consultant certifies that it does not have any employees, neither does consultant intend to retain any employees, and therefore is not required to comply with the drug free workplace act. Consultant certifies that [he/she] is and will remain drug free throughout the term of this Agreement.

*Jason Schulman*  
(Consultant Signature)

Jason Schulman, M.D. (President)  
(Print name and title of authorized signatory)

Jason Schulman  
(Print Consultant Name)

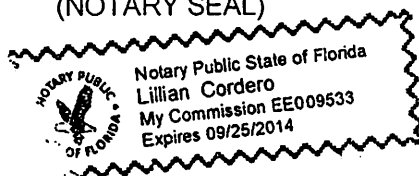
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6 day of June, 2012 by Jason A. Schulman who is personally known to me or who has produced License as identification and who did/did not take an oath. S44-421-68-306-0

WITNESS my hand and official seal, this 6 day of June, 2012.

(NOTARY SEAL)



*Lillian Cordero*  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment) typed, printed or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

My commission expires:



EXHIBIT B  
FORMAT OR REQUIREMENTS FOR WRITTEN REPORT

EXHIBIT B NOT APPLICABLE TO THIS AGREEMENT

EXHIBIT C  
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Project Title: Forensic Medical Evaluations and  
Medical Consultations

The undersigned hereby swears under penalty of perjury that:

1. CONSULTANT has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "COMPENSATION," of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned is authorized to execute this Certification on behalf of CONSULTANT.

Dated June 6, 2012

JASON SCHULMAN, MD.  
CONSULTANT's name above  
By Jason Schulman  
(Authorized Signature)  
By President  
(Name and Title)

Exhibit C (continued)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

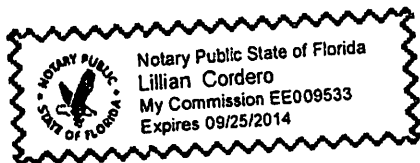
STATE OF Florida  
COUNTY OF Palm Beach SS.

The foregoing instrument was acknowledged before me this 6 day of June, 2012 by CONSULTANT's Jason A. Schulman who is personally known to me or who has produced License 5455-421-68-306-0 as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 6 day of June, 2012

(NOTARY SEAL)

Lillian Cordero  
(Signature of person taking acknowledgment)



\_\_\_\_\_  
(Name of officer taking acknowledgment)  
typed, printed or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

My commission expires:

EXHIBIT D  
SCOPE OF SERVICES

Consultant Name: JASON A. SCHULMAN, M.D., P.A.

Program Name: Forensic Medical and Medical Consultation Services

Division: Community Partnerships Division

I. Scope of Services

SCHULMAN shall supplement COUNTY's Sexual Assault Treatment Center/Child Protection Team activities by providing medical evaluation and medical consultation services to children and families involved in child abuse and neglect investigations. These activities are 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. The target population shall include children and families receiving services from the Child Protection Team ("CPT") who are referred by the Broward Sheriff's Office Child Protective Investigative Section and/or law enforcement. The target groups for whom the CPT assessment activities are appropriate include physically abused children, particularly children 0-5 years of age, sexually abused children, and children who lack health care (such as medically neglected children). Section 39.303(2), Florida Statutes, as amended, identifies specific children and maltreatments appropriate for referral to the CPT; however, the law does not limit referral to those specifically mentioned.

II. Definition of Units of Service

A unit of service is defined as:

Forensic Medical Evaluations:

SCHULMAN shall provide Forensic Medical Evaluations. Forensic Medical diagnosis and evaluation shall include obtaining a medical history and conducting a physical examination that may include x-ray, lab, or other diagnostic procedures performed by Child Protection Team physicians or advanced registered nurse practitioners ("ARNP"), when a physical examination of a child is needed to assess allegations of abuse or neglect. SCHULMAN may complete such medical evaluations at COUNTY's CPT office or in a local hospital. SCHULMAN shall document the Forensic Medical Examination on the Forensic Medical Examination Form and submit the form to the CPT Team Coordinator.

Medical Consultations:

SCHULMAN shall provide Medical Consultations. A Medical Consultation is the rendering of a medical opinion, or a second opinion, on a child already valuated or being evaluated for abuse or neglect by a physician or ARNP. This consultation

may be in the form of a record review or telephone consult between health care providers. The Medical Consultation report shall be completed in the format provided by the CPT Team Coordinator.

Testimony in dependency cases:

Section 39.303 (1), Florida Statutes, as amended, requires Child Protection Teams to provide expert medical, psychological, and related professional testimony in court cases. SCHULMAN shall provide such services on behalf of COUNTY's CPT. Court activity only includes sworn or affirmed testimony in or out of court by SCHULMAN, and may include the time spent reviewing records and team consultation for court preparation. Subpoenaed testimony for criminal proceeding is not a reimbursable unit under this contract. The total maximum amount available for testimony in dependency cases shall not exceed \$10,000 per Agreement term (1-year period).

### III. Cost Per Unit of Service

Medical Evaluation onsite at SATC: \$125.00  
Medical Evaluation offsite (at Hospital): \$250.00  
Medical Consultation: \$175.00  
Testimony in Dependency Cases: \$250.00 per hour

### IV. Maximum Number of Units to be Purchased/ Maximum Dollar Amount

Units Per Month: NA	\$ Amount Per Month: \$5,500.00
Units Per Term of Agreement: NA	\$ Amount Per Term of Agreement: \$66,000.00

### V. Outcomes/Indicators

SCHULMAN will meet the below performance measures:

90% of the medical evaluations will be provided within twenty (20) days following the initiation/referral date.

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.

90% of the medical consultations will be provided within ten (10) days following receipt of the medical records.

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.

## VI. Other Requirements

### A. SCHULMAN shall have the below qualifications:

1. Graduation from an accredited school of medicine with board certification/eligibility in pediatrics and licensed to practice in Florida; maintain a current and valid license with the Florida Department of Health Medical Quality Assurance pursuant to Chapter 490, Florida Statutes, as amended from time to time; and maintain current membership on the Florida Department of Health CMS Physician's Panel.

In the event that SCHULMAN's license is revoked, suspended, or terminated, then this Agreement shall automatically be terminated. SCHULMAN shall provide COUNTY with written notice of such revocation, suspension, or termination within five (5) days of said revocation, suspension, or termination in accordance with the "NOTICES" provision in this Agreement.

2. Experience in the evaluation and treatment of child abuse and neglect or agree to receive training deemed necessary by the Department of Health for evaluating alleged abuse and neglect; and successful completion of continuing education standards that include a minimum of eight (8) hours of training per year in child abuse, abandonment, and neglect.

### B. SCHULMAN shall complete the required reports in accordance with Exhibit "F," "Required Reports and Submission Dates," attached hereto.

- ### C. SCHULMAN certifies by means of Exhibit "A," "Drug-Free Workplace Certification," pages 1 and 2 attached hereto and made a part hereof, that it will provide a drug-free workplace program and continue to make a good faith effort to maintain a drug-free workplace program as set forth in the Drug-Free Workplace Act, Section 112.0455, (Florida Statutes, as amended). SCHULMAN agrees to submit two (2) copies of its Drug-Free Workplace Policy to the Contractor Administrator with the signed Agreement.

SCHULMAN certifies that it does not have any employees, neither does consultant intend to retain any employees, and therefore is not required to comply with the Drug-free Workplace Act. SCHULMAN certifies that he is and will remain drug free throughout the term of this Agreement.

- ### D. SCHULMAN shall maintain a current and valid license with the State of Florida. In the event that SCHULMAN's license is revoked, suspended, or terminated, then this Agreement shall automatically be terminated. SCHULMAN shall provide COUNTY with written notice of such revocation, suspension or termination within five (5) days of said revocation, suspension, or termination in accordance with the "NOTICES" provision in this Agreement.

- E. SCHULMAN shall maintain the confidentiality of client services and records in full accord with applicable federal, state, and local laws and regulations mandating such confidentiality. SCHULMAN agrees to work with COUNTY to ensure that all federal, state, and local laws regarding confidentiality are adhered to in collecting and reporting client information.
- F. In addition to the responsibilities and duties described herein, SCHULMAN shall also:
1. Attend CPT staffings, as necessary.
  2. Prepare written reports of evaluations and medical consultations. Submit invoices only upon completion of reports.
  3. Participate in after hours on call, as scheduled.
  4. Successful completion of a minimum of eight (8) hours of training per year in child abuse, abandonment, and neglect.

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Exhibit E  
Board of County Commissioners  
Human Services Department  
Contracted Services Invoice

Name of Organization \_\_\_\_\_ Billing Period: Month/Year \_\_\_\_\_ 20  
Contracted Amount: \$ \_\_\_\_\_ Program Name: \_\_\_\_\_ Program # \_\_\_\_\_  
Division Name: \_\_\_\_\_

DATE STAMP AREA {On-Time: Y / N}

A. Grand Total of Units Billed	Unit Cost	Total #Units	Total Dollar Value	Total #	Total Dollar Value	Maximum Dollars
Taxonomy Code/Unit Type			This Month	of Units	Year-to-Date	Year-to-Date Per Agreement
1. _____	\$ _____	x _____ =	\$ _____	_____	\$ _____	\$ _____
2. _____	\$ _____	x _____ =	\$ _____	_____	\$ _____	\$ _____

Grand Total of Dollar Value for Units Billed for Reimbursement/Month \$ \_\_\_\_\_

B. Total Amount Requested for Reimbursement Year-to-Date \$ \_\_\_\_\_

C. CERTIFICATION: The undersigned, as an authorized signator for the contract between Broward County and \_\_\_\_\_, 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 sufficient written information is available to document services. SCHULMAN also represents to County that no other reimbursement is used for invoiced services in accordance with Article 4 of the Agreement.

Authorized Signator: \_\_\_\_\_  
(Type name and title)

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

D. FOR COUNTY USE: Fund/Agency/Organization

Division Reviewer/Date \_\_\_\_\_ Administrative Services Reviewer/Date: \_\_\_\_\_

I hereby certify that the backup documentation is complete, accurate, supports the payment requested.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Date Forwarded to Accounting: \_\_\_\_\_

Comments: (for use by County or Organization)

Repayment of disallowed units cited in monitoring reports: \_\_\_\_\_

Submission of previously unbilled units: \_\_\_\_\_

SATC/CPT Consultant



EXHIBIT F

REQUIRED REPORTS AND SUBMISSION DATES

Consultant Services Agreement

<u>Description of Report(s)</u>	<u>Required Submission Date(s)</u>
1. Invoice	Monthly: an original and one (1) copy
2. Required Services Documentation form	Monthly: Submitted with Invoice - an original and one (1) copy
3. Affirmative Action Plan, if applicable	Due prior to or at time of SCHULMAN's execution of contract - one (1) copy
4. Equal Employment Opportunity Policy, if applicable	Due prior to or at time of SCHULMAN's execution of contract - one (1) copy
5. American with Disabilities Act Policy	Due prior to or at time of SCHULMAN's execution of contract - one (1) copy
6. Non-Discrimination Policy, if applicable	Due prior to or at time of SCHULMAN's execution of contract - one (1) copy
7. CBE Policy	Due prior to or at time of SCHULMAN's execution of contract - one (1) copy
8. Current Certificate of Insurance	Due prior to expiration. Submit to Human Services Repository – two (2) copies (A current Certificate of Insurance must always be on file.)
9. Monitoring Reports &/or Accreditation Reports from other agencies or funding sources.	Due within thirty (30) days of receipt.

**Note: Failure to submit the foregoing reports by the due date shall result in the suspension of any and all payments due by County to SCHULMAN.**

*(The remainder of this page is intentionally left blank.)*

