



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$30,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	\$30,000	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In FY 2011 Budget? Yes X No \_\_\_\_\_  
 Budget Acct No. : Fund 0001 Department 660 Unit 8230 Object 3401  
 Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Source \_\_\_\_\_

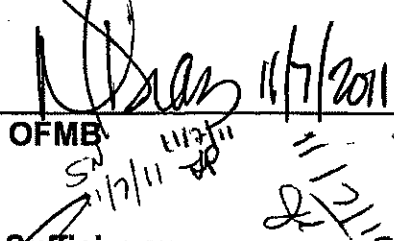
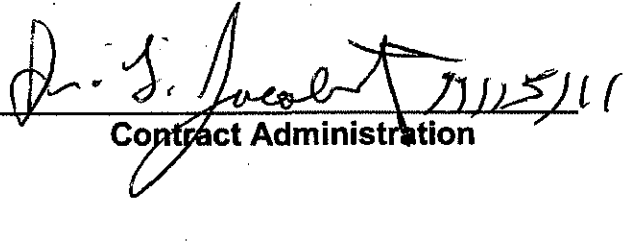
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fund : General Fund  
 Unit: Youth Service Bureau

C. Departmental Fiscal Review: Stephanie Sejrohe 10/31/11

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**


  
 OFMB 11/7/11 Contract Administration 11/25/11  
 SN 11/11/11 11/11/11

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 1<sup>st</sup> day of October, 2011, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Stephanie Lippman, an individual, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Post Doctoral Externship.

#### Specific Details:

Type of service: Duties and responsibilities of a Post Doctoral Extern, including psychological evaluation and assessment, report writing, consultation with Youth Affairs staff, interns, and students, family and group therapy, parent education, provide professional training and workshops; attend individual and group supervision, and program development.

Day(s)/Date(s) Scheduled: as mutually agreed by the Director of the Youth Affairs Division and CONSULTANT in writing

Time Scheduled: as mutually agreed by the Director of the Youth Affairs Division and CONSULTANT in writing

Location: Division of Youth Affairs: Education Center

The COUNTY'S representative/liaison during the performance of this Contract shall be Diane Kelly, Ph.D. telephone no. 561-233-4460.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Stephanie Lippman, telephone no. 813-323-0636.

### ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2011 and complete all services by September 30, 2012.

### ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Thirty Thousand Dollars (\$30,000)

(payable at the rate of \$15 per hour for a maximum 2,000 hours) The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a bi-weekly basis. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of

contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all

times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

- B. **Commercial General Liability.** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability.** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured.** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional

Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation.** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance.** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Public Safety Department  
Stephanie Sejnoha  
20 S Military Trail,  
West Palm Beach, FL 33415

- H. **Umbrella or Excess Liability.** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**



CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at

its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 through 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant

to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY, so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department  
Youth Affair Division  
Tony Spaniol  
4200 N Australian Ave  
West Palm Beach, FL 33407

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

14

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

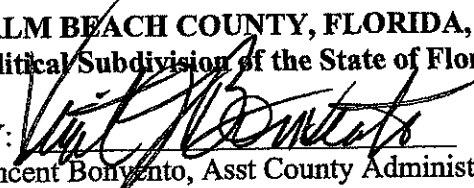
#### **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**REST OF PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

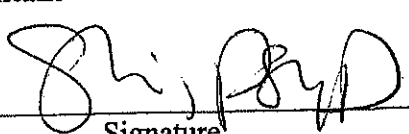
BY:   
Vincent Bonvento, Asst County Administrator  
Director of Public Safety

88

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY:   
Assistant County Attorney

**Consultant**

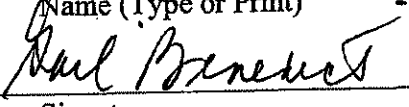
  
Signature

Stephanie Lippman  
Consultant's Signatory Name

**WITNESSES:**

  
Signature

Drane Kelly Anderson  
Name (Type or Print)

  
Signature

GAIL BENEDICT  
Name (Type or Print)

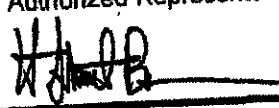


Trust Risk Management Services, Inc. (TRMS)

1791 Paysphere Circle, Chicago, IL 60674

Phone (877) 637-9700

FAX (877) 251-5111

<b>MEMORANDUM OF INSURANCE</b>		Date Issued: June 21, 2011	
8		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the policy and/or certificate listed below.	
<b>Producer:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674 1.877.637.9700		<b>Company Affording Coverage</b> ACE American Insurance Company 140 Broadway New York, NY 10005-1108	
<b>Covered Person</b> Stephanie Lippman			<b>Status</b> Named Insured
This is to certify that the policy and/or certificate listed below has been issued to the insured named above for the policy and/or certificate period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain. The insurance afforded by the policy and/or certificate described herein is subject to all terms, exclusions and conditions of such policy and/or certificate. The limits shown may have been reduced by paid claims.			
<b>Type of Insurance</b>	<b>Policy and/or Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
Professional Liability Claims Made	58G26236009	06/22/2011	06/22/2012
		<b>Limits</b>	
		Each incident	\$1,000,000
		Annual aggregate	\$3,000,000
Retroactive Date: 06/22/2011			
<b>Certificate Holder:</b> Palm Beach County Board of County Commissioners c/o Youth Affairs Division, Tony Spaniol, Psy.D., Director 4200 N Australian Ave West Palm Beach, FL, 33407		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AND/OR CERTIFICATES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.	
		Authorized Representative: 	

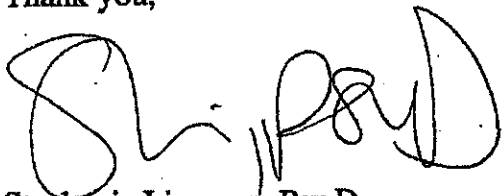


October 24, 2011

To Whom It May Concern,

This letter is to confirm that I am working as a sole entity and do not employ any staff.  
Therefore, I am choosing to opt out of providing formal workers compensation coverage.

Thank you,

A handwritten signature in black ink, appearing to read 'Stephanie Lippman', written in a cursive style.

Stephanie Lippman, Psy.D.



Trust Risk Management Services, Inc. (TRMS)

1791 Paysphere Circle, Chicago, IL 60674

Phone (877) 637-9700

FAX (877) 251-5111

June 21, 2011

RE: Your TRUST-Sponsored Professional Liability Insurance Policy # 58G26236009

Dear Dr. Stephanie Lippman:

Thank you for your support of the Trust-Sponsored Professional Liability Program.

**Enclosed is your professional liability insurance policy, which includes a Memorandum of Insurance. We urge you to read your policy and notify us if any changes are necessary.**

**At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700. We will assist you by obtaining the necessary information which will help us get your claims process started. Our claims staff is dedicated to listening, understanding and taking action to route your claim to the necessary experts that will be working on your behalf.**

Finally, if you have not already done so, **be sure to log into the Online Service Center (OSC) at [www.apait.org](http://www.apait.org). Your online OSC is available 24 hours a day, 7 days a week, and allows you anytime access to your professional liability insurance policy. Through the OSC you can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and if eligible **renew your policy**. For your convenience we have provided your user ID at the bottom of this letter. If you wish to change any of these credentials you may do so by logging into the OSC and clicking on Customer Service**

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Thursday 8:00am-6:00pm (cst) & Friday 8:00am-5:00pm (cst) or visit our website at [www.apait.org](http://www.apait.org). You may also email us your questions at [info@trustrms.com](mailto:info@trustrms.com).

Sincerely,

Trust Risk Management Services, Inc.

OSC User ID: SLippman409772



ACE American Insurance Company

Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations

PRODUCER NUMBER 273865

DATE OF ISSUE June 21, 2011

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item		POLICY/CERTIFICATE NUMBER: <b>58G26236009</b>		
1.	Named Insured:	Dr. Stephanie Lippman		
	Address:			
	City, State & Zip Code:			
2.	Policy Period:	From: 06/22/2011	To: 06/22/2012	
	12:01 A.M. local time at the address shown in Item 1.			
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>		<b>PREMIUM</b>
	Professional Liability	\$1,000,000 Each Incident	\$3,000,000 Aggregate	
	Wrongful Employment Practices		\$5,000 Aggregate	
		<b>REIMBURSEMENTS</b>		
	Licensing Board Defense	\$5,000 per Proceeding		
	Other Governmental Regulatory Body Defense	\$5,000 per Proceeding		
	Deposition Expense	\$5,000 per Insured		
Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate		
Assault and/or Battery		\$1,000 Aggregate		
Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident		
	Surcharge(s)		FIGA Surcharge 2009	0.89
Total Premium				\$111.89
4.	Retroactive Date	06/22/2011		
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF15217a, CC-1K11g (01/11).			
6.	<b>Notice of claim should be sent to:</b> Trust Risk Management Services, Inc. 181 W Madison St Suite 2900, Chicago, IL 60602		<b>All other correspondence should be sent to:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	Trust Risk Management Services, Inc.	
		Office address:	1791 Paysphere Circle	
		City, State, Zip	Chicago, IL 60674	
		Website:	www.apait.org	
		Phone:	1.877.637.9700	



# Psychologists' Professional Liability Policy (Claims Made)

## NOTICE

**THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, ANY EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.**

The Company agrees with the Named Insured, in consideration of the payment of the premium, and in reliance upon the statements in the Application and subject to the Declarations, Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

### I. INSURING AGREEMENT

The Company will pay on behalf of the Insured all sums that the Insured shall become legally obligated to pay as Damages for Claims first made against the Insured and reported to the Company during the Policy Period or any Extended Reporting Period, for an Incident. Any such Incident must occur on or after the Retroactive Date and prior to the end of the Policy Period.

### II. DEFENSE AND SETTLEMENT

The Company shall have the right and duty to defend any Claim against the Insured seeking Damages for an Incident, even if any of the allegations of the Claim are groundless, false or fraudulent. The Company shall not be obligated to pay any Damages or Claims Expenses or continue to defend any Claim after the applicable limit of the Company's liability has been exhausted by payment of Damages.

The Company, at its option, shall select and assign defense counsel; however, an Insured may engage additional counsel, solely at the Insured's expense, to associate in the defense of any Claim covered hereunder. Claims Expenses incurred by the Company shall be paid in addition to the applicable Limit of Liability.

The Company shall also have the right to investigate any Claim and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit an Insured to any settlement without the Named Insured's written consent. If the Named Insured refuses to consent to any settlement recommended in writing by the Company that is acceptable to the claimant and the Named Insured elects to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company shall be relieved of any further duty to defend the Claim, and the liability of the Company for Damages and Claims Expenses shall not exceed the amount for which the Claim could have been settled as well as the Claims Expenses incurred by the Company or with the Company's consent up to the date of such refusal. The Insured shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's written consent.

### III. PERSONS INSURED

Each of the following is an Insured under this policy to the extent set forth below:

- A. if the Named Insured is an individual or entity, the Named Insured so designated in the Declarations;
- B. if the Named Insured is an entity, any current partner, owner, officer, director, trustee or stockholder thereof;
- C. if the Named Insured is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for psychological or other associated professional services provided while a partner, owner, officer, director, trustee or stockholder of the Named Insured;

- D. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for **Claims** made after he or she was a partner, owner, officer, director, trustee or stockholder of the **Named Insured**, alleging, based upon or arising from his or her vicarious liability associated with the **Named Insured**;
- E. any current or former employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan during such employee's term of employment with the **Named Insured** or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. any person or entity listed as an Additional Insured on a Psychologists' Professional Liability claims made policy issued to the **Named Insured**: (i) that was purchased through the Psychologists Purchasing Group Association and (ii) to which this policy is a renewal or a replacement, but only for **Incidents** that occurred while the Additional Insured Endorsement listing such person or entity was in effect and solely for **Incidents** that are covered under this policy resulting from the sole negligence of another **Insured**;
- G. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**;
- H. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**; or
- I. any entity name that the **Named Insured** previously operated under, but ceased to utilize prior to this **Policy Period** provided that more than 50% of the **Insureds** continue their affiliation with the **Named Insured**.

#### IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:
  1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or
  2. an entity designated as the **Named Insured** on the Declarations

for all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable. No **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not included in Section IV. LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for such **Insured** shall be completely fulfilled and extinguished.
- D. Neither the Automatic Extended Reporting Period nor the purchase of any Extended Reporting Period Option shall increase the Limit of Liability set forth in the Declarations.
- E. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

#### V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

- A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

**B. Governmental Regulatory Body Defense:**

**1. Licensing Board Defense Reimbursement:**

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for occurrences that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

**2. Other Governmental Regulatory Body Defense Reimbursement:**

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for violations that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, or its designee, or any state, shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, C. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

**C. Premises Medical Payments:**

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.

2. The Company will pay, regardless of fault, to or for each person other than the Insured, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
  - a. while on the premises owned by or rented to the Insured or
  - b. while elsewhere if such **Bodily Injury**:
    - i. arises out of the premises owned by or rented to the Insured or a condition in the ways immediately adjoining;
    - ii. is caused by the activities of the Insured; or
    - iii. is caused by the activities of an employee while engaged in the employment of the Insured.
3. This supplementary payment provision shall not apply to **Claims** brought against the Insured arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the Insured's practice as a psychologist or Practitioner.

**D. Assault and/or Battery Coverage:**

1. Up to the **Assault and/or Battery Limit** set forth in the Declarations per **Policy Period** for:
  - a. Medical expenses incurred as a result of **Bodily Injury** to an Insured if such **Bodily Injury** is caused by an **Assault and/or Battery** by or at the direction of another person who is not an Insured under the policy and
  - b. **Property Damage** to personal property owned by an Insured if such **Property Damage** is caused by an **Assault and/or Battery** by or at the direction of another person who is not an Insured under the policy.
2. Such **Assault and/or Battery** must happen on the Insured's work premises, including the ways immediately adjoining such premises, or while the Insured is away from such premises while providing psychological or other associated professional services.
3. Such **Assault and/or Battery** must occur during the **Policy Period**.
4. The **Assault and/or Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the Insured to go to and from the Insured's work premises.
5. The **Assault and/or Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the Insured's possession.
6. The **Assault and/or Battery** coverage applies as excess over any other available insurance covering such loss.

**E. Wrongful Employment Practices:**

up to the **Wrongful Employment Practices Limit** set forth in the Declarations for **Claims Expenses** and all sums that the Insured shall become legally obligated to pay as **Damages for Wrongful Employment Practices Claims** first made against the Insured and reported to the Company during the **Policy Period** arising out of any **Wrongful Employment Practice** by an Insured, provided the **Wrongful Employment Practice** took place on or after the effective date of the first policy containing **Wrongful Employment Practices** coverage that was issued through the Psychologists Purchasing Group Association to such Insured and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the Insured first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI, **EXCLUSIONS**, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any Insured or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management

Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;

2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;
3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;
4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.
5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.

**F. Deposition Expense:**

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services during the **Policy Period**;
2. the deposition is not for or related to a **Claim** against the **Insured**; and
3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

**VI. EXCLUSIONS**

This insurance does not apply:

- A.** to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B.** to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C.** to **Bodily Injury**:
  1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
  2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or
2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;



provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. Assault and/or Battery Coverage;

- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;
- F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;
- G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;
- H. to any **Claims** against any **Insured** alleging, in whole or in part:

- 1. sexual assault, sexual abuse or sexual molestation or

- 2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

- I. to **Personal Injury** or **Advertising Injury** arising out of:

- 1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;

- 2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or

- 3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;

- J. to **Advertising Injury** arising out of:

- 1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;

- 2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;

3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
  4. any act committed by the **Insured** with actual malice;
- K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;
- L. to **Damages** arising out of infringement of copyright or plagiarism;
- M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.
- However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:
1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
  2. any premises, site, or location:
    - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
    - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, Incident, E.;
- Q. to **Claims** based upon or arising out of the valuation of assets or investment planning; and
- R. to:
1. **Claims**, **Wrongful Employment Practices Claims** or **Incidents** that were reported to any prior insurer;
  2. unreported **Claims** or **Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**;
  3. **Incidents** or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**.
- However, Section VI. EXCLUSIONS, R., 2. and 3. will not apply to any **Insured** who did not have knowledge of such **Incident** or resulting **Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

## VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

**"Advertising Injury"** means injury arising out of an offense committed in the course of the Insured's advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another's advertising idea.

**"Application"** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the Insureds to the Company or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

**"Assault"** means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent Bodily Injury or offensive physical contact.

**"Battery"** means intentional and wrongful physical contact with a natural person without his or her consent that causes Bodily Injury or offensive physical contact.

**"Bodily Injury"** means any injury sustained by any person including, but not limited to:

- A. Physical Injury, sickness, disease, mental anguish or emotional distress, including death at any time resulting there from;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from; and
- C. loss of consortium or impairment of domestic or personal relations.

**Bodily Injury** shall not include any injury, damage or loss defined as Personal Injury, Advertising Injury or Property Damage.

**"Claim"** means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the Insured.

**"Claims Expenses"** means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the Company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim that arises in connection therewith, if incurred by the Company or by the Insured with written consent of the Company;
- B. all costs taxed against the Insured in such Claims and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the Company's liability, thereon; and
- C. premiums on appeal bonds and premiums on bonds to release attachments in such Claims; however, the Company shall have no obligation to apply for or furnish any such bond and Claims Expenses shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

**"Company"** means the insurance company providing this insurance.

**"Damages"** means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the Insured, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the Insured with respect to a Claim for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

**"Extended Reporting Period"** means the period of the extension of coverage described in Section VIII. CONDITIONS, N. Automatic Extended Reporting Period, Section VIII. CONDITIONS, O. Extended Reporting Period Option, if exercised, or any other Extended Reporting Period endorsement to this policy issued by the Company.

**"Hostile Fire"** means one that becomes uncontrollable or breaks out from where it was intended to be.

**"Incident"** means:

- A. any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the Insured, or by any person for whom the Insured is legally responsible; or

- B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or
- C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured's** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or
- D. an offense in the course of the **Insured's** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or
- E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:
  1. original or contracted research including psychological research on animals or humans;
  2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
  3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
  4. the non-reappointment of a probationary faculty member;
  5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
  6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or
  7. the authorship of research, journal articles or other educational material; or
- F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**.

"**Insured**" means any person or entity qualifying as an **Insured** in Section III. PERSONS INSURED.

"**Named Insured**" means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

- A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;
- B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or
- C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

"**Personal Injury**" means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

"**Physical Injury**" means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from.

"**Policy Period**" means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

**"Practitioner"** means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

**"Primary Named Insured"** is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured's** legal representative shall designate a person to act as the **Primary Named Insured**.

**"Property Damage"** means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

**"Retroactive Date"** means the date listed in Item 4. of the declarations.

**"Wrongful Employment Practice"** means:

- A. wrongful refusal to employ a qualified applicant for employment;
- B. wrongful failure to promote a qualified employee;
- C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
- D. wrongful termination of employment, including retaliatory or constructive discharge;
- E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;
- F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee's right of privacy; or
- G. any practice that violates a state or federal employment discrimination statute.

**"Wrongful Employment Practice Claim"** means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

#### VIII. CONDITIONS

- A. **Territory:** The insurance afforded by this policy applies to **Claims** that are first made and reported to the **Company** during the **Policy Period** for **Incidents** that occur anywhere in the world, provided such **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. **When a Claim is to be Considered as First Made:** A **Claim** shall be considered as being first made at the earlier of the following times:
  - 1. when the **Insured** first receives written notice that a **Claim** has been made or
  - 2. when the **Company** or its authorized agent first receives written notice from the **Insured** of specific circumstances involving a particular person or entity that may result in a **Claim**.

All **Claims** arising out of the same or related **Incident** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same Limit of Liability.

- C. **Duties of the Insured in the Event of a Claim or Incident:** Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative. A **Claim** shall be considered as reported during the **Policy Period** provided it is reported to the **Company** or its authorized agent within sixty (60) days of the expiration date of the **Policy Period**.

- D. Assistance and Cooperation of the Insured in the Event of a Claim:** The Insured shall cooperate with the Company and, upon the Company's request, assist in affecting settlements, in the defense of any Claim and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Damages with respect to which this insurance applies. The Insured shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any Claim covered by this policy. The Company shall reimburse the Insured for reasonable expenses incurred at the Company's request. The Insured shall not, except at the Insured's own cost, voluntarily make any payments, assume any obligation or incur any expense.
- E. Assignment:** The interest of any Insured is not assignable. If any Insured shall die or be adjudged incompetent, this insurance shall cover the Insured's legal representative as the Insured while acting on the Insured's behalf.
- F. Legal Action Against the Company:** A person or organization may bring a suit against the Company, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an Insured, but the Company will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the Company, the Insured and the claimant or the claimant's legal representative.

However, no action by an Insured shall lie against the Company unless there has been full compliance with all of the terms of this policy.

- G. Other Insurance:** If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any Damages or Claims Expenses including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. Wrongful Employment Practices, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the Company shall have no duty under this policy to defend any Claim that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such Claim, the Company shall defend the Insured and be entitled to the Insured's rights against all such other insurers or self-insurers for any defense costs incurred by the Company.

- H. Subrogation:** In the event of any payment by the Company under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person, organization, or entity. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice the position of the Company or its potential or actual rights of recovery after any Incident or Claim.
- I. Changes:** The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- J. Bankruptcy or Insolvency of the Insured:** Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder or deprive the Company of its rights or defenses hereunder.
- K. Cancellation:**

**1. Cancellation by the Primary Named Insured**

This insurance may be cancelled by the Primary Named Insured at any time by prior written notice to the Company or its authorized agent.

The Company or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the Named Insured set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the Primary Named Insured.

**2. Cancellation by the Company for Non-Payment of Premium**

This insurance may be cancelled by the Company for non-payment of premium by sending written notice to the Named Insured at least thirty (30) days prior to the date of such cancellation.

### 3. Cancellation by the Company Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- A. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- B. Material failure to comply with policy terms, conditions or contractual duties;
- C. The risk originally accepted has measurably increased; or
- D. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- L. **Nonrenewal:** The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. **Renewal Rate Increase or Change in Policy Terms:** If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- N. **Automatic Extended Reporting Period:** If the policy is canceled or is not renewed, coverage granted by this policy shall continue for sixty (60) days following the effective date of such cancellation or nonrenewal at no additional cost. This automatic sixty (60) day **Extended Reporting Period** shall only apply to **Incidents** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal for **Claims** made during the **Policy Period** and reported to the **Company** within sixty (60) days of the effective date of such cancellation or nonrenewal.

The automatic sixty (60) day **Extended Reporting Period** will not be provided if:

- 1. the **Company** cancels for non-payment of premium;
- 2. this insurance is replaced with the same or similar insurance whether or not the limits or deductible are identical to those provided under this policy; or
- 3. an **Extended Reporting Period** is provided under any other conditions of this policy.

The Limit of Liability available under this extension shall be part of, and not in addition to, the Limits of Liability available under the policy.

- O. **Extended Reporting Period Option:**

- 1. Cancellation/Nonrenewal/Change in Terms:

- a. The **Named Insured** or any **Insured** who is a psychologist or **Practitioner** shall have the right to purchase the **Extended Reporting Period Option** in the case of:

- i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;

- ii. the **Company** advancing a **Retroactive Date** from one previously applied to this policy;
  - iii. the **Company** reducing coverage or increasing the filed rate;
  - iv. an **Insured** whose affiliation with the **Named Insured** has been terminated; or
  - v. the **Named Insured** does not elect to purchase the **Extended Reporting Period** endorsement upon termination of the policy.
- b. The **Extended Reporting Period** Option shall apply solely to:
- i. **Claims** first made against an **Insured** during such **Extended Reporting Period** for an **Incident** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal and
  - ii. those notices of investigation or proceedings described in Section V. **SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense**, against an **Insured**, first received during the **Extended Reporting Period** Option as a result of an occurrence or violation that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal.

If the **Extended Reporting Period** Option is provided to an **Insured** who is a psychologist or **Practitioner** but not to the **Named Insured**, then such **Extended Reporting Period** Option will apply solely to such **Insured** and solely to **Claims** made against such **Insured** or those notices of investigation or proceedings described in Section V. **SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense** against such **Insured**.

- c. **Extended Reporting Period** Option Premium:
- i. If the **Extended Reporting Period** Option is purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium of this policy.
  - ii. If the **Extended Reporting Period** Option is purchased by an **Insured** who is a psychologist or **Practitioner** but not purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium for such **Insured**.

The additional premium for such **Extended Reporting Period** Option is as follows:

- 90% of the full annual premium as described in i. or ii. above, to a period of twelve (12) months;
  - 135% of the full annual premium as described in i. or ii. above, to a period of twenty-four (24) months;
  - 150% of the full annual premium as described in i. or ii. above, to a period of thirty-six (36) months; or
  - 175% of the full annual premium as described in i. or ii. above, to an unlimited period.
- d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. **CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, a., ii., iii. and iv.** The right to purchase the **Extended Reporting Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.

Subject to the foregoing, in the event that the **Named Insured** is an entity and the policy is terminated the premium calculation stated above shall not include a charge for any **Insured** who qualifies for a free **Extended Reporting Period** Option under Section VIII. **CONDITIONS, O., 2. Retiree Provision** or 3. **Death or Disability of Insured**, provided always that notice is given to the **Company** or its authorized agent as required below and the other provisions of Section VIII. **CONDITIONS, O., 2. Retiree Provision** or 3. **Death or Disability of Insured**, are fully satisfied.

2. **Retiree Provision:** Notwithstanding Section VIII. **CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms**, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** retirement from active practice provided:
- a. the **Insured** is a psychologist or **Practitioner**;
  - b. written notice of this election is given to the **Company** within sixty (60) days after termination of this policy; and



- c. all premiums and deductibles due the **Company** have been paid in full.
- 3. **Death or Disability of Insured:** Notwithstanding Section VIII. CONDITIONS, E. Assignment and Section VIII. CONDITIONS, O. **Extended Reporting Period Option**, 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period Option** will be waived due to the **Insured's(s')** death or disability provided:
  - a. the **Insured** is, or prior to his or her death or disability was, psychologist or **Practitioner**;
  - b. the death or disability of the **Insured** occurs during the **Policy Period**;
  - c. in the event of disability, the **Insured** is totally and continuously disabled from the practice of psychology a minimum of six (6) months prior to the election of this option;
  - d. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability; and
  - e. all premiums and deductibles due the **Company** have been paid in full.
- 4. The Limit of Liability available for the **Extended Reporting Period Option** shall be part of, and not in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period Option**, if elected, shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the **Automatic Extended Reporting Period**, and the **Extended Reporting Period Option** combined.
- 5. Once the **Extended Reporting Period Option** is in effect, it may not be cancelled and the entire premium shall be deemed fully earned. The **Company** shall not be liable to return to any **Insured** any portion of the premium for the **Extended Reporting Period Option**.
- P. **Declarations and Application:** By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.
- Q. **Reimbursement:** While the **Company** has no duty to do so, if the **Company** pays **Damages**:
  - 1. within the amount of the applicable deductible and/or
  - 2. in excess of the Limit of Liabilityall **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.
- R. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- S. **Liberalization Clause:** If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Claims** made or (ii) notices of investigations, proceedings or hearings described in Section V. **SUPPLEMENTARY PAYMENTS** that are received, after the **Company** adopts such revision, if:
  - 1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the **Declarations** as the address of the **Named Insured**;
  - 2. the endorsement or policy does not increase the premium; and
  - 3. the **Company** issues the endorsement or policy in the state indicated in the **Declarations** as the address of the **Named Insured**.

**SIGNATURES**

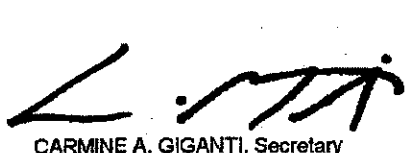
Named Insured Dr. Stephanie Lippman			Endorsement Number
Policy Symbol CRL	Policy Number 58G26236009	Policy Period 06/22/2011 to 06/22/2012	Effective Date 06/22/2011
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

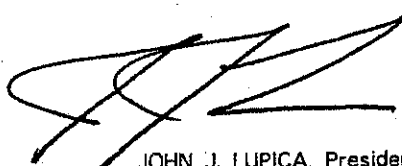
By signing and delivering the policy to you, we state that it is a valid contract.

- INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
- BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
- BANKERS STANDARD INSURANCE COMPANY (A stock company)
- ACE AMERICAN INSURANCE COMPANY (A stock company)
- ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
- INSURANCE COMPANY OF NORTH AMERICA (A stock company)
- PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
- ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
- WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



CARMINE A. GIGANTI, Secretary



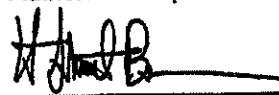
JOHN J. LUPICA, President



Authorized Agent

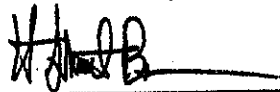


Trust Risk Management Services, Inc. (TRMS)    1791 Paysphere Circle, Chicago, IL 60674    Phone (877) 637-9700    FAX (877) 251-5111

<b>MEMORANDUM OF INSURANCE</b>			Date Issued: June 21, 2011		
			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the policy and/or certificate listed below.		
<b>Producer:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674 1.877.637.9700			<b>Company Affording Coverage</b> ACE American Insurance Company 140 Broadway New York, NY 10005-1108		
<b>Covered Person</b> Stephanie Lippman				<b>Status</b> Named Insured	
This is to certify that the policy and/or certificate listed below has been issued to the insured named above for the policy and/or certificate period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain. The insurance afforded by the policy and/or certificate described herein is subject to all terms, exclusions and conditions of such policy and/or certificate. The limits shown may have been reduced by paid claims.					
<b>Type of Insurance</b>	<b>Policy and/or Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits</b>	
Professional Liability Claims Made	58G26236009	06/22/2011	06/22/2012	Each incident	\$1,000,000
				Annual aggregate	\$3,000,000
Retroactive Date: 06/22/2011					
Certificate Holder:			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AND/OR CERTIFICATES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.		
			Authorized Representative: 		



Trust Risk Management Services, Inc. (TRMS) ■ 1791 Paysphere Circle, Chicago, IL 60674 ■ Phone (877) 637-9700 ■ FAX (877) 251-5111

<b>MEMORANDUM OF INSURANCE</b>		Date Issued: June 21, 2011			
		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the policy and/or certificate listed below.			
<b>Producer:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674 1.877.637.9700		<b>Company Affording Coverage</b> ACE American Insurance Company 140 Broadway New York, NY 10005-1108			
<b>Covered Person</b>					<b>Status</b> Named Insured
This is to certify that the policy and/or certificate listed below has been issued to the insured named above for the policy and/or certificate period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain. The insurance afforded by the policy and/or certificate described herein is subject to all terms, exclusions and conditions of such policy and/or certificate. The limits shown may have been reduced by paid claims.					
<b>Type of Insurance</b>	<b>Policy and/or Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits</b>	
Professional Liability Claims Made	58G26236009	06/22/2011	06/22/2012	Each incident	\$1,000,000
				Annual aggregate	\$3,000,000
Retroactive Date: 06/22/2011					
<b>Certificate Holder:</b> Palm Beach County Board of County Commissioners c/o Youth Affairs Division, Tony Spaniol, Psy.D., Director 4200 N Australian Ave West Palm Beach, FL, 33407			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AND/OR CERTIFICATES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.		
			Authorized Representative: 		

Washington DC

**VERIFICATION OF COVERAGE**  
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: 4045422948  
Effective Date: 08-12-11  
Expiration Date: 02-12-12  
Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2009

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$300,000/\$500,000	
PROPERTY DAMAGE LIABILITY	\$500,000	
PERSONAL INJURY PROTECTION	BASIC	NON-DED/INSD&REL
UNINSURED MOTORIST/NONSTACKED	\$100,000/\$200,000	
COMPREHENSIVE		\$250 DED
COLLISION		\$500 DED
RENTAL REIMBURSEMENT	\$30/DAY-\$900 MAX	

Lienholder       Additional Insured       Interested Party

NISSAN-INFINITY LT  
P.O. BOX 390888  
MINNEAPOLIS, MN 55430  
\_\_\_\_\_  
\_\_\_\_\_

Additional Information:

Issued 10/24/2011  
\_\_\_\_\_  
\_\_\_\_\_

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

Washington DC

**VERIFICATION OF COVERAGE**  
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: 4045422948  
Effective Date: 08-12-11  
Expiration Date: 02-12-12  
Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Policy Year: 2011

W  
V

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$300,000/\$500,000	
PROPERTY DAMAGE LIABILITY	\$500,000	
PERSONAL INJURY PROTECTION	BASIC	NON-DED/INSD&REL
UNINSURED MOTORIST/NONSTACKED	\$100,000/\$200,000	
COMPREHENSIVE		\$250 DED
COLLISION		\$500 DED
RENTAL REIMBURSEMENT	\$30/DAY-\$900 MAX	

Lienholder                       Additional Insured                       Interested Party

UAG ROYAL PALM M1 LLC  
9305 SOUTHERN BLVD  
WEST PALM BEACH, FL 33411-0000  
\_\_\_\_\_  
\_\_\_\_\_

Additional Information:

Issued 10/24/2011  
\_\_\_\_\_  
\_\_\_\_\_

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.