



Board Rationale

File #: 18-730

TITLE

Approval of Contract Renewal 2 of 3 with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2018-2019.

BACKGROUND INFORMATION

Dr. Timothy Vollmer, Ph.D., BCBA is a leading expert in his field of Behavioral Analysis at the University of Florida. He will utilize his expertise as a BCBA, by consulting/observing students and teachers district-wide. Dr. Vollmer will provide written summaries of findings and recommendations that impact the educational environment of students with severe behavioral issues in school as well as working with parents to assist with educational follow up at home and community.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE: \$55,000.00

Contract Originator: Dr. Lesley Thompson, Director, Exceptional Student Education

Contract Originator: Dr. Lesley Thompson, Director, Exceptional Student Education

Board Meeting Date: July 24, 2018

RECOMMENDATION

Approval of Contract Renewal 2 of 3 with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2018-2019.



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 18-730

File ID: 18-730

Type: Agenda Item

Status: Consent Agenda

Version: 1

Vendor:

Action By: School Board

File Created: 06/22/2018

Subject:

Final Action:

Title: Approval of Contract Renewal 2 of 3 with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2018-2019.

Internal Notes:

Sponsors:

Effective Date:

Attachments: Dr Tim Vollmer Contract Renewal 2 of 3 July 2018, Dr Tim Vollmer Insurance 2018 2019, Dr Tim Vollmer requestion for Consulation 2018 2019, Dr Tim Vollmer requestion for travel reimbursement 2018 2019, ESE Addendum Dr Vollmer Feb 2018 to Renewal Contract Aug 2017 for Travel, ESE Original Contract Renewal and 1 of 3 for Timothy Vollmer July 18 2017

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Catherine.Kanagy@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/22/2018	Lesley Thompson	Approve	6/26/2018
1	3	6/27/2018	Dirk Smits	Delegated	
1	5	7/6/2018	Dirk Smits	Approve	7/3/2018
1	6	7/6/2018	Suanne Lee	Delegated	
Notes: Renewal is not clear....says NTE \$55,000 and travel NTE \$15,000 but requisitions show NTE40,000 and NTE \$15,000.					
Contract should clearly state amounts we are agreeing to: Compensation for services not to exceed _____ and travel reimbursement NTE _____ for a total contract amount NTE\$ _____					
1	7	7/10/2018	Lesley Thompson	Approve	7/10/2018
1	9	7/12/2018	Candace Kerns	Delegated	
1	10	7/13/2018	Suanne Lee	Approve	7/16/2018
Notes: Renewal includes verbiage to change contract language that was already approved in previous contract addendum (2.27.18). Once approved it does not need to be included in the renewals moving forward.					
1	11	7/16/2018	Kathryn Flannery	Approve	7/17/2018
1	12	7/16/2018	James Drake	Approve	7/18/2018
1	14	7/18/2018	Amy Flaherty	Approve	7/19/2018
Notes: The vendor needs new fingerprints taken and be cleared by HR prior to working.					
1	15	7/20/2018	Theresa Axford	Approve	7/19/2018
1	16	7/20/2018	Karen Hladik	Approve	7/24/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	07/24/2018					

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and Dr. Timothy Vollmer, PhD, BCBA ("Contractor"), in order to renew the agreement ("Original Contract") between the parties dated August 17, 2016 (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the 2 of 3 renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract"). Paragraph 3 of Original Contract, Title "Compensation", is hereby changed and shall now read as follows: After only the following: Compensation of the contractor not to exceed \$55,000.00 and replace "Travel to be reimbursed in compliance with Florida Statutes" with "Travel expenses not to exceed \$15,000.00"

2. The Renewed Contract shall commence on August 15, 2018 and expire on June 4, 2019.

3. All other terms and conditions of the Original Contract shall remain in full force and effect.

4. Contractor's obligations to maintain insurance remains in effect as evident by the updated copy attached.

5. Contractor hereby certifies that the Relationship Disclosure Affidavit and Debarment Certification as submitted as attachments to the Original contract have remained unchanged or has submitted new documents as necessary.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 24th day of

July, 2018.

 July 24, 2018
SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000) DATE

 July 24, 2018
SIGNATURE OF SUPERINTENDENT DATE

 6-18-18
SIGNATURE OF CONTRACTOR/REPRESENTATIVE DATE

Tim Vollmer, Behavioral Consultant
PRINT NAME AND TITLE

**MONROE COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Timothy R. Vollmer, of the City/Township/Parrish of Gainesville, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: Timothy R. Vollmer

Nature of services presently being offered to School District: Behavioral Consultation

2) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

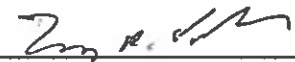
3) ☐ I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

June 18, 2018

Date


(Signature of Authorized Representative)

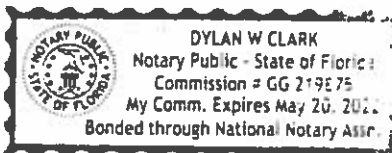
STATE OF Florida
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Timothy R. Vollmer who, ☐ being personally known, ☒ or having produced FL01 V456-216-62-451-0 as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 18th day of June 20 18.


NOTARY PUBLIC

5/20/2022
My commission expires:

Rev 4.25.2018



Page 1 of 1

**CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF
THE MASTER POLICYHOLDER**

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

Coverage Reference No: 16827

1. Named Insured: Dr Timothy Vollmer
1401 NW 30th Street, Gainesville, FL 32605, US.

Additional Insureds:

2. Membership Number: 8465
Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
Master Policy Number: HGSCOM18008

3. Policy Period: The Policy Period shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid membership with the Master Policyholder during the **Policy Period** and shall continue up to but not exceeding 365 days in all.

From: 17TH JUNE 2018

To: 17TH JUNE 2019

Both dates at 12:01 a.m Local Time at the address stated in Item 1 above.

4. Policy Administrator: Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
ProgramServices@Huntington.com

5. Limits of Liability:

1. Professional Liability Section

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

- | | |
|--|-------------|
| a. Each Claim including Claims Expenses | \$1,000,000 |
| But sublimited to: | |
| i. Sexual/Physical Misconduct Each Claim including Claims Expenses | \$25,000 |
| b. Aggregate including Claims Expenses | \$3,000,000 |
| But sublimited to: | |
| i. Sexual/Physical Misconduct Each Claim including Claims Expenses | \$75,000 |

The Master Policy contains the following exclusions:

1. Exclusions applicable to Insuring Agreement I.A.1 (Professional Liability)

- a. **Bodily Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in rendering or failing to render **Professional Services**.
- b. Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c. Contractual liability
- d. Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the **Named Insured**
- f. Financial or investment advice
- g. Libel or slander
- i. No valid license for the performance of **Professional Services**
- j. Rendering or failing to render **Professional Services** to **Professional Athletes**

2. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).

- a. Claims arising out of the rendering or failing to render **Professional Services**;
- b. Use of force expected or intended from the standpoint of the **Insured**;
- c. Ownership, maintenance, operation, use, loading or unloading of any **Automobile**, aircraft or watercraft.
- d. Transportation of **Mobile Equipment** by any **Automobile**;
- e. Alcoholic beverages;
- f. **Personal Injury** to any **Employee**;
- g. **Property Damage** to property owned, rented or temporarily occupied by the **Insured**, personal property in the care, custody and control of the **Insured**;
- h. Recall

3. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).

- a. Claims against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- b. Employee Retirement Income Security Act 1974 and amendments
- c. Claim or circumstance in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance prior to the inception date
- d. Claim or circumstance known to the **Insured** prior to the inception date
- e. Acts, error, omissions or **Accidents** which first took place prior to the Retroactive Date
- f. Discrimination
- g. Insolvency or Bankruptcy of the **Insured**
- h. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- i. Employer-employee relations, policies, practices, acts or omissions.
- j. Violation of Securities Acts, of Racketeer Influenced and Corrupt Organizations Act
- k. Anti-trust
- l. Regulatory actions
- m. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless covered under Insuring Agreement I.A.2.
- n. Product Liability
- o. Pharmacy services
- p. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- q. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- r. **Insured vs Insured**
- s. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

**PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND
YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.**



DECLARATIONS

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

Underwriters: Certain Underwriters at Lloyd's, London

Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503

Master Policy Number: HGSCOM18008

These declarations along with the completed and signed application and the Policy with endorsements shall constitute the contract between the insureds and underwriters.

Coverage Reference No: 16827

Item 1. Named Insured:
Dr Timothy Vollmer

Address:
1401 NW 30th Street,
Gainesville, FL 32605, US.

Item 2. Policy Period:

From: 17th June 2018
To: 17th June 2019

Item 3. Insuring Agreements Included

INSURING AGREEMENTS		Included
Insuring Agreement I.A.1, Professional Liability:		Yes
Insuring Agreement I.A.2 General Liability and Advertising Liability		No
Insuring Agreement I.A.3., Fire Legal Liability		No
Insuring Agreement I.A.4 Computer Information Security		No
Insuring Agreement I.A.5 Privacy Liability		No
Insuring Agreement I.A.6 Hired and Non-Owned Auto		No

- Item 7. **Premium**
The premium paid in respect of the entire **Policy Period**
- | | |
|---|-----------------|
| 1. Professional Liability | \$335.58 |
| 2. General Liability (if purchased) | \$0.00 |
| 3. Computer Information Security and Privacy (if purchased) | \$0.00 |
| 4. Hired and Non Owned Auto (if purchased) | \$0.00 |
| 5. Admin Fees | \$25.00 |
| 6. Taxes | \$16.78 |
| 7. Stamping Fees | \$0.00 |
| 8. Broker Fee | \$0.00 |
| Total Annual Premium | \$377.36 |
- Item 8. **Retroactive Date:**
Professional Liability: 15TH JUNE 2011
- Item 9. **Notifications under this Policy:**
- Recipient of Notice of the **Insured's** Cancellation:

Huntington Insurance Inc
Michael Dercoli, CPCU, CIC
Senior Sales Executive
23 Federal Plaza W
Youngstown, OH, 44503
Tel: 866-318-5028
Fax: 877-243-0712
Email: ProgramServices@Huntington.com
 - Recipient of Notice of the **Insured's** Intention to purchase the Extended Reporting Period Coverage and premium for the Extended Reporting Period:

as 9.1. above
- Item 10. **Notice of Claim or Circumstances in accordance with Clause X.**
Claims Department
Beazley Group
30 Batterson Park Road,
Farmington CT 06032
Email: claims@beazley.com
Tel: 888-222-1123 Fax: 866-910-1397
- Item 11. **Terrorism Coverage:**
Coverage Purchased:

If 'Yes', Terrorism Coverage Premium: \$0.00
- Item 12. **Service of Suit:**
Service of Suit upon the Underwriters pursuant to Clause XXII. of the Policy may be made upon

Mendes & Mount
750 7th Avenue
New York
New York 10019-6829, USA
- Item 13. **Choice of Law:** The State of Ohio

ENDORSEMENT to Evidence No 16827

THIS ENDORSEMENT is attached to EVIDENCE OF INSURANCE No 16827. IT IS ISSUED AS NOTICE OF INSURANCE FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS ENDORSEMENT IS ATTACHED TO THE EVIDENCE OF INSURANCE AND A COPY OF THE MASER POLICY WORDING.

THE MASTER POLICY AND THE APPLICATION OF THE INSURED, IF ANY, FORM THE ENTIRE CONTRACT. THIS ENDORSEMENT IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY.

THE EVIDENCE TO WHICH THIS ENDORSEMENT IS ATTACHED REPLACES ANY OTHER EVIDENCE AND ENDORSEMENT PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED IN THE EVIDENCE.

This document is to notify the Member named in the Evidence (the Dr Timothy Vollmer)(the Named Insured) that the following amendment(s), alteration(s) or clarification noted below has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "underwriters") for the Coverage Period specified below (the 17th June 2018 to 17th June 2019) under the Master Policy set out below (the "Master Policy") issued to the Master Policyholder.

The insurance is provided under the Master Policy as set out at 3 on the Evidence of Insurance and is in accordance with the terms of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policy Holder. The respective names of and proportions underwritten can be ascertained from the office of the Master Policy Holder.

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

NOTICE: This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This Policy only affords coverage under those insuring agreements below that are indicated as purchased in Item 3. of the Declarations. Under no circumstances shall any one **Claim** trigger multiple insuring agreements.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1. of the Declarations, made a part hereof) as follows:

I. INSURING AGREEMENTS

A. Coverage

1. Professional Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period**, or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others, on behalf of the **Named Insured** designated in Item 1. of the Declarations, which occurred on or after the Retroactive Date stated in Item 8. of the Declarations and prior to the end of the **Policy Period**.

2. General Liability and Advertising Liability

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay or assumed by the **Insured** under contract because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by an **Accident** which occurred on or after the Retroactive Date stated in Item 8. of the Declarations and prior to the end of the **Policy Period**.

in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

C. Supplementary Payments

1. Defendant's Reimbursement and Deposition Coverage

Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any suit against an **Insured** that Underwriters defend:

- a. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$1,000 per day for all **Insureds** and up to a total of \$35,000 during any one **Policy Period**.
- b. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at a deposition. The maximum the Underwriters will pay is \$10,000 for each Deposition and up to a total of \$35,000 during any one **Policy Period**.

2. State Licensing defense board coverage

Underwriters will pay up to \$5,000, subject to a \$35,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

II. PERSONS INSURED

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

- A. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business;
- B. if the **Named Insured** designated in Item 1. of the Declarations is a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his or her liability as such;
- C. if the **Named Insured** designated in Item 1. of the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder;

foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;

- (c) to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- (d) to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- (e) to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or **Employee** of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- (f) to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- (g) to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- (h) to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- (i) to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Section XXV., Licensure.
- (j) to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.

2. Exclusions applicable to Insuring Agreement I.A.2, General Liability and Advertising Liability and Insuring Agreement I.A.3, Fire Legal Liability.

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- (a) to any **Claim** arising out of the rendering of or failure to render **Professional Services** by any **Insured** or by any person or organization for whose acts or omissions the **Named Insured** is legally responsible;
- (b) to any **Claim** arising out of **Personal Injury** or **Property Damage** resulting from the use of force expected or intended from the standpoint of the **Insured**;
- (c) to any **Claim** for liability arising out of **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:

- (1) property owned, rented or temporarily occupied by the **Insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **Insured**, or any other person, organization, entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) premises given away, sold or abandoned by the **Insured**;
- (3) property loaned to the **Insured**;
- (4) personal property in the care, custody and control of the **Insured**;
- (5) that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Insured** or temporarily occupied by the **Insured** as to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner if such **Property Damage** arises out of those operations;
- (6) that particular part of any property that must be restored, repaired or replaced because the **Insured's** work was incorrectly performed on it.

Paragraph (1) of this exclusion does not apply to **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner, if such **Property Damage** arises out of fire covered under Insuring Agreement I.A.3., (Fire Legal Liability) and subject to the sublimits of liability as described in Section VI.B. (General Liability Section) of this Policy and stated in Item 4.2.a.i of the Declarations.

Paragraph (2) of this exclusion does not apply if the premises are the **Insured's** work and were never occupied, rented or held for rental by the **Insured**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

- (i) to any **Claim** arising out of **Property Damage** to premises owned or alienated by the **Named Insured** arising out of such premises or any part thereof;
- (j) to any **Claim** arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
 - (2) the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

but this Exclusion does not apply to loss of use of the other tangible property resulting from the sudden and accidental injury to or destruction of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured**

- (e) to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission or **Accident** which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 7. of the Declarations;
- (f) to any **Claim** arising out of discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- (g) to any **Claim** directly or indirectly arising out of:
 - (1) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, provided that this Exclusion shall not apply to: (i) **Personal Injury** sustained by any patient, visitor or invitee; and (ii) **Personal Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**;
 - (2) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
 - (3) any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;
- (h) to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
- (i) to any **Claim** arising out of or resulting from:
 - (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
 - (2) the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee**, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

However, this exclusion does not apply to:

1. Any specific individual **Insured** who allegedly committed such misconduct, unless it is judicially determined that the individual **Insured** committed the misconduct. If it is judicially determined that the individual **Insured** committed

- (2) any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s);
- (3) any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);
- (4) any materials, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);
- (5) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungus(es), molds, spore(s) or mycotoxins of any kind;
- (6) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungus(es), molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungus(es), molds, spore(s) or mycotoxins; or
- (7) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungus(es), molds, spores or mycotoxins of any kind.

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

"Spore(s)" mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- (p) to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder;
- (q) to any **Claim** based upon or arising out of any **Insured's** data processing, including:

information, including any consequential liability (including any failure to comply with any legislation requiring monitoring or notification to any person affected by any of the above, or in respect of any related regulatory proceeding or investigation); or

- (ix) theft, loss, or unauthorized disclosure or access to information emanating from a third party that the **Insured** is required by agreement to maintain confidential;
- (r) to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- (s) to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- (t) to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with any drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- (u) to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- (v) to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future **Employees**, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, **Accident**, or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, **Accidents** or negligent acts, errors or omissions happening before the date such entity became a subsidiary;
- (w) to any **Claim** arising directly out of, or resulting from or in consequence of, or in any way involving:
 - (1) asbestos or any materials containing asbestos in whatever form or quantity;
 - (2) the actual, potential, alleged or threatened presence, release or dispersal of any asbestos;
 - (3) any action taken by any party in response to the actual, potential or threatened presence, release or dispersal of any asbestos particles of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such materials containing asbestos;
 - (4) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened presence, release or dispersal of any asbestos containing particles of any kind;

insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;

- (aa) to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (ab) to any **Claim** arising out of or relating to any loss, damage, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this Exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of this Exclusion, a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- (ac) to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
- (ad) to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
- (ae) to any **Claim** arising out of or resulting from any action or omission that violates or is alleged to violate:
 - (1) the Telephone Consumer Protection Act (TCPA);
 - (2) the CAN-SPAM Act of 2003;
 - (3) the Fair Credit Reporting Act; or
 - (4) any statute, ordinance or regulation, other than TCPA, CAN-SPAM Act of 2003 or the Fair Credit Reporting Act, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;
- (af) to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services**.

distribution, use, administration, prescription, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;

- (as) to any **Claim** arising out of or resulting from an electronic chatroom or bulletin board any **Insured** hosts, owns or which the **Insured** exercises control;
- (at) to any **Claim** arising out of or resulting from any oral or written publication of material, if done by or at the direction of the Insured with the knowledge of its falsity;
- (au) to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless specifically covered under Insuring Agreement I.A.2 (Advertising Liability).

V. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- (a) **"Accident"** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities, and which results in **Personal Injury, Property Damage or Advertising Liability** to such persons or entities.
- (b) **"Additional Insured"** means:
 - (1) any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and
 - (2) any other person or entity added as an **Additional Insured** by endorsement to this Policy.
- (c) **"Advertising Liability"** means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
 - (1) libel, slander or defamation;
 - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
 - (3) piracy or idea misappropriation under an implied contract; or
 - (4) invasion of right of privacy, subject always to Exclusion IV.3.q.

- (l) **"Mobile Equipment"** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
- (1) not subject to motor vehicle registration;
 - (2) maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining;
 - (3) designed for use principally off public roads; or
 - (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle:
 - (i) power cranes, shovels, loaders, diggers and drills;
 - (ii) concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
 - (iii) air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
 - (iv) geophysical exploration and well servicing equipment.
- (m) **"Named Insured"** means the individual practitioner or legal entity identified in Item 1 of the Declarations, which is a member of the Master Policyholder identified in the Declarations and that has purchased covered under this Master Policy.
- (n) **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name, including any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- (o) **"Personal Injury"** means:
- (1) **Bodily Injury**;
 - (2) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
 - (3) libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
 - (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- (p) **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in

2. The sublimit of liability stated in Item 4.2.a.i. of the Declarations as "Each **Claim**" is the Underwriters' sublimit of liability payable under Insuring Agreement I.A.3., (Fire Legal Liability).
3. The Limit of Liability stated in Item 4.3.b. of the Declarations is the aggregate Limit of Liability payable under Insuring Agreement I.A.2., (General and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability),

C. Policy Aggregate Limit of Liability

The Limit of Liability stated in Item 4.3. of the Declarations is the Policy Aggregate Limit of the Underwriters' liability for all **Damages and Claims Expenses** payable under this Policy.

- D. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- E. The Limits of Liability stated in paragraphs A and B above shall apply separately to each Section. The Limits of Liability stated in paragraphs A and B above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated in Item 4.3. of the Declarations. Under no circumstances shall any one **Claim** trigger multiple sections.
- F. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.

VII. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion IV 1. (b) or Exclusion IV 2. (b) relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of Section VII. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission or an **Accident** that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 9. of the Declarations during the **Policy Period** of:

- (1) the specific, negligent act, error, or omission, or **Accident**;
- (2) the injury or damage which may result or has resulted from the negligent act, error, or omission or **Accident**; and
- (3) the circumstances by which the **Insured** first became aware of the negligent act, error or omission or **Accident**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 10. of the Declarations.

D. All **Claims** arising out of the same, continuing or related negligent act, error or omission or arising out of the same, continuous or related **Accident** shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to one Limit of Liability identified in Items 4.1.a) or 4.2.a), as applicable, of the Declarations.

E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission or **Accident** occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.

F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

XI. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an **Employee** of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions or **Accidents** with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions or **Accidents** that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

XVII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

XVIII. CANCELLATION

1. For the Master Policyholder

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Master Policyholder at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Master Policyholder at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the Master Policyholder or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Master Policyholder may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity

XXI. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction
 - (1) with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and

- B. The Entity designated in Item 12. of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 12. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXIII. CHOICE OF LAW

Any dispute involving this Policy shall be resolved by applying the law of the state designated in Item 13. the Declarations.

XXIV. SEVERAL LIABILITY

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of his or her individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

XXV. LICENSURE

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to the Underwriters within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements. Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters option to invoke the provisions of Section XVIII. of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** or an **Accident** which took place subsequent to the date the of withdrawal, revocation, denial, suspension or failure to renew.

176 - 178	.....	59	338 - 342	.....	95
179 - 182	(6 months)	60	343 - 346	.....	96
183 - 187	.....	61	347 - 351	.....	97
188 - 191	.....	62	352 - 355	.....	98
192 - 196	.....	63	356 - 360	.....	99
197 - 200	.....	64	361 - 365	(12 months)	100
201 - 205	.....	65			

B. For Insurances written for more or less than one (1) year:

1. If insurance has been in force for twelve (12) months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than twelve (12) months:
 - (a) Determine full annual premium as for an insurance written for a term of one (1) year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one (1) year the insurance has been in force to the length of time beyond one (1) year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any **Claim** or any circumstance that could reasonably be the basis for a **Claim** is reported to the Underwriters under this Policy on or before such date of cancellation.



Drafts Templates Request History **Current Request**

2018 - 2019 ▼

Look up PO # Or Req #

Dr Tim Vollmer Consultation

Requisition # N/A	PO # N/A	Author Lorenz, Diana	Vendor V0000016815 - TIMOTHY VOLLMER ▼	Vendor Contact
			1401 N.W. 30TH STREET GAINESVILLE, FL 32605	
		Terms & Conditions <input type="text"/> ▼ ?	Deadline Date 07/01/2018	
Request Type Blanket	Request Date/Status Draft	Order Contact Diana Lorenz	Center/School Contact 0143/SLS	
Deliver To 0143 : EXCEPTIONAL ED DEPARTMENT ▼				


Line Items

Reference #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers	
1	Noncap	Contract with Dr Tim V	1.00	ea	40000.00	40000.00	<input type="checkbox"/>		
Total						40,000.00			

Allocations

Reference #	Fund ▼	Function ▼	Object ▼	Center ▼	Project ▼	Budgeted	Committed	Encumbered	Expended	Balance	Amount
1 ▼	0420 ... ▼	6110 : ... ▼	310 : ... ▼	0143 ... ▼	6080 ... ▼	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00	40000.00
Total											40,000.00



<div>Files</div> <div>(Drag files to upload)</div> <div>Select</div> <div></div>	<div>Comments</div> <div>6/20 2:35pm Lorenz, Diana: To provide consultation and observation of our districts special needs population district wide. Supports teachers, ESE staff and programs that deal with the most severe students with disabilities. Compensation for consultation not to exceed \$40,000.00. Board approval.</div> <div>Post</div>	<div>Comments for vendor</div> <div></div> <div>Submit</div>
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Drafts Templates Request History **Current Request**

2018 - 2019 ▼

Look up PO # Or Req #

Dr Tim Vollmer Travel

Requisition # N/A	PO # N/A	Author Lorenz, Diana	Vendor V0000016815 - TIMOTHY VOLLMER ▼	Vendor Contact
			1401 N.W. 30TH STREET GAINESVILLE, FL 32605	
		Terms & Conditions <input type="text"/> ▼ ?	Deadline Date 07/01/2018	
Request Type Blanket	Request Date/Status Draft	Order Contact Diana Lorenz	Center/School Contact 0143/SLS	
			Deliver To 0143 : EXCEPTIONAL ED DEPARTMENT ▼	


Line Items

Reference #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers	
1	Noncap	Travel Reimbursement	1.00	ea	15000.00	15000.00	<input type="checkbox"/>		
Total						15,000.00			

Allocations

Reference #	Fund ▼	Function ▼	Object ▼	Center ▼	Project ▼	Budgeted	Committed	Encumbered	Expended	Balance	Amount
1 ▼	0420 ... ▼	5200 : ... ▼	330 : ... ▼	0143 ... ▼	6080 ... ▼	0.00	0.00	0.00	0.00	0.00	15000.00
Total											15,000.00



<div>Files</div> <div>(Drag files to upload)</div> <div>Select</div> <div></div>	<div>Comments</div> <div>6/20 2:24pm Lorenz, Diana: To provide travel reimbursement to Dr Tim Vollmer while providing consultation and observation of our districts special needs population district wide. Travel expenses not to exceed \$15,000.00 Travel to be reimbursed in compliance with Florida</div> <div>Post</div>	<div>Comments for vendor</div> <div></div> <div>Submit</div>
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Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: CON 17-160

BACKGROUND INFORMATION

Dr. Timothy Vollmer, Ph.D., BCBA is a leading expert in his field of Behavioral Analysis at the University of Florida. He will utilize his expertise as a BCBA, by consulting/observing students and teachers district-wide. Dr. Vollmer will provide written summaries of findings and recommendations that impact the educational environment of students with severe behavioral issues in school as well as working with parents to assist with educational follow up at home and community.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE: \$55,000.00

Contract Renewal of \$40,000 signed 7/18/2017 plus Current Contract Addendum for Travel Reimbursement \$15,000

Originator: Dr. Lesley Thompson, Director, Exceptional Student Education Board

Meeting Date: February 27, 2018

RECOMMENDATION

Approval of Contract Addendum (Travel Reimbursement) with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2017-2018.



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: CON 17-160

File ID: CON 17-160

Type: Contract / MOU

Status: Consent Agenda

Version: 1

Vendor:

Action By: School Board

File Created: 02/15/2018

Subject:

Final Action:

Title:

Internal Notes:

Sponsors:

Effective Date:

Attachments: Dr Tim Vollmer Requisition for contract addendum
Travel Reimbursement FEB2018, Original Contract
Renewal for Timothy Vollmer July 18 2017-annotated,
ESE Dr Timothy Vollmer Addendum Feb 2018 to
Renewal Contract Aug 2017

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Catherine.Kanagy@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	2/15/2018	Lesley Thompson	Approve	2/19/2018
1	2	2/15/2018	Ryan Abrams	Delegated	
1	3	2/15/2018	Gaelan Jones	Disapprove	2/19/2018
Notes: The contract addendum needs to either include the entirety of Paragraph 3, or needs to be more specific as to what portions of the paragraph are being edited. The addendum currently specifies that "Paragraph 3 shall read as follows" and is followed only by the addition of the travel language. This effectively eliminates the rest of Paragraph 3. If none of the other specifications of vendor's services are changing (ie; number of hours, report writing etc.), I would suggest that the addendum alter only the NTE amounts in Paragraph 3, and replace "Travel to be reimbursed in compliance with Florida Statutes" with "Travel expenses not to exceed \$15,000"					
1	4	2/19/2018	Lesley Thompson	Approve	2/21/2018
1	5	2/20/2018	Gaelan Jones	Approve	2/21/2018
1	6	2/20/2018	Suanne Lee	Approve	2/22/2018
1	7	2/21/2018	Kathryn Flannery	Approve	2/23/2018
1	8	2/22/2018	James Drake	Approve	2/23/2018
1	9	2/22/2018	Karen Hladik	Approve	2/26/2018

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	School Board	02/27/2018
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CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and Dr. Timothy Vollmer Ph.D, BCBA ("Contractor"), in order to modify a term or terms of the agreement ("Original Contract") between both parties dated Original 8/17/2016 (original contract date).

1. The following terms of the Original Contract are hereby agreeably modified:

Paragraph 3 of Original Contract, titled "Compensation", is hereby changed and shall now read as follows: Alter only the following: Compensation of the contractor not to exceed \$55,000.00
and replace "Travel to be reimbursed in compliance with Florida Statutes" with "Travel expenses not to exceed \$15,000"

2. All other terms and conditions of the Original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract Addendum on this 27th day of February, 2018.


SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

February 27, 2018

DATE


SIGNATURE OF SUPERINTENDENT

February 27, 2018

DATE

Tim Vollmer
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

Dr. Timothy Vollmer, Ph.D, BCBA
PRINT NAME AND TITLE



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 17-020

TITLE

Approval of Contract Renewal with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2017-2018.

BACKGROUND INFORMATION

Dr. Timothy Vollmer, Ph.D., BCBA is a leading expert in his field of Behavioral Analysis at the University of Florida. He will utilize his expertise as a BCBA, by consulting/observing students and teachers district-wide. Dr. Vollmer will provide written summaries of findings and recommendations that impact the educational environment of students with severe behavioral issues in school as well as working with parents to assist with educational follow up at home and community.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE: \$40,000.00

Contract Originator: Dr. Lesley Thompson, Director, Exceptional Student Education

Board Meeting Date: July 18, 2017

RECOMMENDATION

Approval of Contract Renewal with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2017-2018.



CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and Dr. Timothy Vollmer, Behavioral Analyst/Professor of Psychology ("Contractor"), in order to renew the agreement ("Original Contract") between the parties dated August 17, 2016 (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the 1 of 3 renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on August 16, 2017 and expire on June 10, 2018.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.
4. Contractor's obligations to maintain insurance remains in effect as evident by the updated copy attached.
5. Contractor hereby certifies that the Relationship Disclosure Affidavit and Debarment Certification as submitted as attachments to the Original contract have remained unchanged or has submitted new documents as necessary.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 18th day of

July, 2017.



SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

July 18, 2017

DATE



SIGNATURE OF SUPERINTENDENT

July 18, 2017

DATE



SIGNATURE OF CONTRACTOR/REPRESENTATIVE

5-23-17

DATE

TIMOTHY A. VOLLMER, CONSULTANT
PRINT NAME AND TITLE



SCHOOL BOARD AGENDA ITEM RATIONALE

DATE OF BOARD ACTION: August 9, 2016

DISTRICT DEPARTMENT: Exceptional Student Education

DIRECTOR/SUPERVISOR'S SIGNATURE: Dr. L. Thompson Digitally signed by Dr. L. Thompson
Date: 2016.07.13 09:45:21 -04'00'

SUBJECT: Contract for Exceptional Student Education Related Services for FY 2017

AGENDA ITEM TITLE: Proposed Contract between MCSD/ESE and Dr Timothy Vollmer, PhD, BCBA

BACKGROUND INFORMATION:

Dr. Timothy Vollmer, PhD BCBA is a leading expert in his field of Behavioral Analysis at the University of Florida. He will utilize his expertise as a BCBA, by consulting/observing students and teachers district-wide. Dr. Vollmer will provide written summary of findings and recommendations that can be referred to when impacting the educational environment of students with severe behavioral issues in school as well as working with parents to assist with educational follow up at home.

ITEM BUDGETED:

☒ Yes ☐ No ☐ N/A Total Cost: \$40,000 NTE

Digitally signed by Jim Drake
DN: cn=Jim Drake, o=MCSD,
ou=Finance,
email=James.Drake@kayschools.co
m, c=US
Date: 2016.07.19 17:22:22 -04'00'

Executive Director, Finance

RECOMMENDATION:

It is recommended that this contract be approved as presented.

REVIEWED BY ADMINISTRATION:

Yes: ☒



Mark T. Porter
2016.08.01 15:01:52
-04'00'

Executive Director

REVIEWED BY ATTORNEY:

Yes: ☒

N/A ☐

Ryan Abrams, Esq.

Digitally signed by Ryan Abrams,
Esq.
Date: 2016.07.28 15:31:21 -04'00'

Signature Required

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

CONTRACT SUMMARY ROUTING SHEET

SECTION ONE:

Contract with: Dr. Timothy Vollmer, PhD, BCBA

Contract value: \$40,000 NTE

Effective Date: 08/17/2016

Budget Coding: 0420.6110.0310.0143.6080

Expiration Date: 06/30/2017

Contract Purpose/Description: _____

To provide consultation and observation of our districts special need population district-wide. The unique qualification and expertise, Dr. Vollmer, possess supports the teachers, ESE staff and programs that deal with the most severe students with disabilities throughout our county.

Contract Originator: Dr. Lesley Thompson

53378

ESE/Sugarloaf

(Name)

(Ext)

(Department/School)

Executive Officer of Originating Dept.: _____

Mark T. Porter



Mark T. Porter

2016.08.01 15:02:13 -04'00'

For Board meeting on: August 9, 2016

Agenda Deadline: _____

SECTION TWO:

	<u>Date In</u>	<u>Reviewer Signature</u>	<u>Date Out</u>
1. <u>HR:</u>	_____	<u>Ayesha Osborne</u> <small>Digitally signed by Ayesha Osborne DN: cn=Ayesha Osborne, o=MCSD, ou=HR, email=Ayesha.Osborne@Keyschools.com, c=US Date: 2016.07.29 15:11:24 -04'00'</small>	_____
<i>Comments:</i>	_____		
2. <u>Risk:</u>	_____	 <small>Digitally signed by Jim Drake DN: cn=Jim Drake, o=MCSD, ou=Finance, email=James.Drake@Keyschools.com, c=US Date: 2016.07.29 11:06:39 -04'00'</small>	_____
<i>Comments:</i>	<u>Signed for W. Menendez</u>		
3. <u>Finance:</u>	_____	 <small>Digitally signed by Jim Drake DN: cn=Jim Drake, o=MCSD, ou=Finance, email=James.Drake@Keyschools.com, c=US Date: 2016.07.29 11:06:39 -04'00'</small>	_____
<i>Comments:</i>	_____		
4. <u>Purchasing:</u>	_____	<u>Suanne C. Lee</u> <small>Digitally signed by Suanne C. Lee DN: cn=Suanne C. Lee, o=Monroe County School District, ou, email=Suanne.Lee@Keyschools.com, c=US Date: 2016.07.19 16:45:02 -04'00'</small>	_____
<i>Comments:</i>	_____		
5. <u>Legal:</u>	_____	<u>Ryan Abrams, Esq.</u> <small>Digitally signed by Ryan Abrams, Esq. Date: 2016.07.28 15:47:16 -04'00'</small>	_____
<i>Comments:</i>	_____		



THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Dr. Timothy Vollmer, Behavioral Analyst/Professor of Psychology, (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from:

August 17 , 2016 to June 30 , 2017 .

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

On-site consultation and observation of our special need classroom programs, District-Wide. The Contractor will utilize his expertise in Behavioral Analyses to assist with the development and implementation of functional behavior assessments (FBA) for students with disabilities. This will be provided in written summary of observations that can be referred to as we work to improve these programs. During the FY 2016 contract period, Professional Services would be provided up to 26 day; inclusive in these 26 days are 5 days for report writing/paperwork.

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit " A "* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ 40,000.00 NTE to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

Compensation of the contractor not to exceed \$40,000.00 for:

- 21 Days @ \$1,500 per day = \$31,500.00
 - 5 Days or 35 Hours for report writing/paperwork @ \$150.00 per hour = \$3,250.00
 - 15 Hours of telephone consultation @ \$150.00 per hour = \$2,250.00
 - Travel to be reimbursed in compliance with Florida Statutes
-

For services rendered pursuant to this Contract. Payment to be made as follows: The Contractor will provide an invoice along with written reports, and will be submitted after each on-site consultation.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*.

 General Liability Insurance
Amount: _____

 x **Professional Liability Insurance**
Amount: \$1,000,000, \$ 3,000,000 aggregate

 Vehicle Liability Insurance
Amount: _____

Workers Compensation Insurance

Amount: _____

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MCSB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who

was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and

- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a

School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:
Dr Timothy Vollmer PhD, BCBA
1401 NW 30th Street
Gainesville, FL 32605
Vendor # 16816

IN WITNESS WHEREOF, the parties have executed this Contract on this _____ day of _____

Andy Griffith
Digitally signed by Andy Griffith, District 2
DN: cn=Andy Griffith, District 2, o=Monroe County School
District, ou=SCHOOL BOARD,
email=Andy.Griffith@myfloridakeyschools.com, c=US
Date: 2016.08.10 12:11:12 -0400

SIGNATURE OF CHAIRPERSON OF THE BOARD

Mark T. Porter

Digitally signed by Mark T. Porter
DN: cn=Mark T. Porter, o=Monroe County School District,
ou=Superintendent of Schools,
email=Mark.T.Porter@myfloridakeyschools.com, c=US
Date: 2016.08.10 12:11:56 -0400

SIGNATURE OF SUPERINTENDENT

Timothy Vollmer

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

Board Approved August 9, 2016

DATE

Board Approved August 9, 2016

DATE

6-20-2016

DATE

DR TIMOTHY VOLLMER, PHD, BCBA, ANALYST/PROFESSOR OF PSYCHOLOGY
PRINT NAME AND TITLE

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Dr Timothy Vollmer of the
City/Township/Parrish of Gainesville, State of Florida
and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: Dr Timothy Vollmer PhD, BCBA and
Nature of services presently being offered to School District: District Wide Behavior Analysis for Students with Disabilities.

2) I have have not X, at any time, excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

• The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Timothy R Vollmer
(Signature of Authorized Representative)

Dated: 6-20-2019

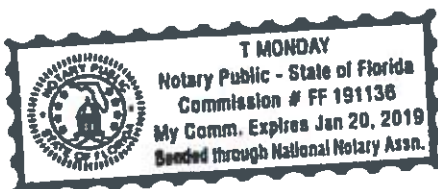
Print: TIMOTHY R VOLLMER

STATE OF Florida
COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Timothy R Vollmer who, being personally known, or having produced FLDL as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 20 day of June 20 19.

Monday
NOTARY PUBLIC

Jan 20, 2019
My commission expires:



**CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF
THE ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)**

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with Certain Underwriters at Lloyd's, London for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

1. **Coverage Reference No:** 14595
2. **Named Insured:** Dr Timothy Vollmer
1401 NW 30th Street, Gainesville, FL 32605, US.
3. **Membership Number:** 8485
4. **Master Policyholder:** ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
5. **Master Policy Number:** HGSCOM16008
6. **Policy Period:** The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From: 15TH JUNE 2016

To: 15TH JUNE 2017

Both dates at 12:01 a.m Local Time at the address stated in Item 2 above.

7. **Policy Administrator:** Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
abai.us@westminster.global

8. **Insuring Agreements and Liability:**

i. each Claim includes Claims Expenses	\$1,000,000 PER CLAIM
ii. Aggregate Limit of Liability for the Policy Period includes Claims Expenses	\$3,000,000

9. **Deductible:** \$500 Each Claim Deductible includes Claims Expenses
10. **Premium:** As stated in the Declaration page
11. **Retroactive Date:** Professional Liability: 15TH JUNE 2011
Privacy endorsement: 1ST JANUARY 1970
12. **Terrorism Coverage:** Not applicable
13. **Territory:** Worldwide as per wording
14. **Claims Notification under this Policy:** Claims Department
Beazley Group
30 Batterson Park Road,
Farmington CT 06032
Email: claims@beazley.com
Tel: 888-222-1123 Fax: 888-910-1397

Panel: _____ :
 : Description Seq: 001 Rf: A Item: NONCAP :
 Action: C : CONTRACT DR TIM VOLLMER :
 : TO PROVIDE CONSULTATION AND :
 : OBSERVATION OF OUR DISTRICT :
 : SPECIAL NEEDS POPULATION. :
 : FOR BOARD APPROVAL :
 Vndr: V000 : JULY 26, 2016 :
 Date: 0705 :
 Ship: 0143 :
 Buyr: ESDL : Record updated. Next? :
 Attn: : 1=Hlp 3=Exit 5=Refr 6=Nrcd 7=Bwd 8=Fwd :
 Crted: ESDL :

Seq	Rf	Item	Description	Qty	Unit	Unit Price	Pct
001	A	NONCAP	CONTRACT DR TIM VOLLMER	1	EA	40000.0000	
						40000.00	Ext
						. 00	Ext
						. 00	Ext

40000.00

1=Hlp 2=Nte 3=Exit 4=Prpt 5=Refr 6=Nrcd 7=Bwd 8=Fwd 9=Npg 11=View 12=Esc
 Record updated. Next? Upd 07/05/2016 11:19:54 ESDL0143

Panel: 000000

F805. Requisition Accounts

Year: 2017Action: C Rqst: 0143 Req: 00004 Rf:

Vndr: V0000016815 TIMOTHY VOLLMER	Item: 40000.00
Date: 07052016 T: N S: U A: P T/C: SPTB	Acct: 40000.00
Ship: 0143 EXCEPTIONAL ED DEPARTMENT	
Buyr: ESDL LORENZ, DIANA	Bid: CFBPI
Attn:	PO: PPPPN
Crted: ESDL0143	CONTRACT:
Rf FUND.FUNC.OBJT.CNTR.PROJ	Requested Debit Credit
A 0420.6110.0310.0143.6080	40000.00 1520 2720 P PN
B	

Total 40000.00

1=Hlp 2=Nte 3=Exit 4=Prpt 5=Refr 6=Nrcd 7=Bwd 8=Fwd 9=Npg 11=View 12=Esc
Highlighted element(s) in error. Upd 07/05/2016 11:19:54 ESDL0143

**CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF
THE ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)**

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with Certain Underwriters at Lloyd's, London for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

1. Coverage Reference No: 15641
2. Named Insured: Dr Timothy Vollmer
1401 NW 30th Street, Gainesville, FL 32605, US.
3. Membership Number: 8465
4. Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
5. Master Policy Number: HGSCOM17008
6. Policy Period: The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From: 16TH JUNE 2017

To: 16TH JUNE 2018

Both dates at 12:01 a.m Local Time at the address stated in Item 2 above.

7. Policy Administrator: Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
abai.us@westminster.global

8. Insuring Agreements and Liability:

i. each Claim includes Claims Expenses	\$1,000,000 PER CLAIM
ii. Aggregate Limit of Liability for the Policy Period includes Claims Expenses	\$3,000,000

9. Deductible: \$500 Each Claim Deductible includes Claims Expenses
10. Premium: As stated in the Declaration page
11. Retroactive Date: 15TH JUNE 2011
12. Terrorism Coverage: Not applicable
13. Territory: Worldwide as per wording
14. Claims Notification under this Policy: Claims Department
Beazley Group
30 Batterson Park Road,
Farmington CT 06032
Email: claims@beazley.com
Tel: 888-222-1123 Fax: 866-910-1397

For enquiries that are NOT claims notifications, please contact:
Huntington Insurance Inc
Michael Dercoli, CPCU, CIC
Senior Sales Executive
23 Federal Plaza W
Youngstown, OH, 44503
Tel: 866-318-5028
Fax: 877-243-0712
Email: abai.us@westminster.global

The Master Policy contains the following exclusions:

- a. **Bodily Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in rendering or failing to render **Professional Services**.
- b. Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c. Contractual liability
- d. Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the **Named Insured**
- f. Financial or investment advice
- g. Libel or slander
- h. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright
- i. No valid license for the performance of **Professional Services**
- j. Rendering or failing to render **Professional Services** to **Professional Athletes**
- k. **Claims** against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- l. Employee Retirement Income Security Act 1974 and amendments
- m. **Claim** or circumstance in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance prior to the inception date
- n. Claim or circumstance known to the **Insured** prior to the inception date
- o. Acts, error, omissions which first took place prior to the Retroactive Date
- p. Discrimination
- q. Insolvency or Bankruptcy of the **Insured**
- r. Sexual abuse or molestation
- s. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- t. Employer-employee relations, policies, practices, acts or omissions.
- u. Violation of Securities Acts and Corrupt Organizations Act
- v. Anti-trust
- w. Regulatory actions
- x. Product Liability
- y. Pharmacy services
- z. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- aa. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- bb. **Insured vs Insured**
- cc. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

**PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND
YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.**

The underwriters shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages**. Underwriters will pay **Claims Expenses** with respect to any **Claim** seeking **Damages** which are payable under the terms of the Master Policy. **Claims Expenses** shall reduce and may exhaust the Limits of **Liability** and are subject to the **Deductible**.

If any payment is made under the Master Policy and there is available to the Underwriters any of the Insured's rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after an incident or event giving rise to a Claim to prejudice such rights.

By acceptance of the attached Master Policy, all Insureds agree that the statements contained in the Application are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that the Master Policy is issued in reliance upon the truth thereof.

NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY BE MADE EITHER VERBALLY OR IN WRITING.

IF THE INSURED RECEIVES ANY NOTICE OF A CLAIM OR IS AWARE OF A CIRCUMSTANCE WHICH MAY RESULT IN A CLAIM FULL DETAILS OF THE CLAIM, CIRCUMSTANCE OR INCIDENT SHOULD BE SENT IMMEDIATELY IN WRITING BY EMAIL OR LETTER (INCLUDING THE INSURED MEMBERSHIP NUMBER) TO THE ADDRESS STATED IN ITEM 14 OF THIS CERTIFICATE OF INSURANCE.

NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO ANY INSURED.

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.



DECLARATIONS

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed application and the Policy with endorsements shall constitute the contract between the Named Insured and the Underwriters

Underwriters: Certain Underwriters at Lloyd's, London
Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
Master Policy Number: HGSCOM17008

Item 1. **Coverage Reference No:** 15641

Item 2. **Named Insured:** Dr Timothy Vollmer

Address: 1401 NW 30th Street, Gainesville, FL 32605, US.

Item 3. **Policy Period:**

From: 16th June 2017

To: 16th June 2018

Both days at 12.01 am Local Standard Time at the principal address of the Insured

Item 4. **Limits of Liability:**

(a) \$1,000,000 PER CLAIM Each Claim for Bodily Injury and Property Damage includes Claims Expenses

But sub-limited to: \$25,000 Each Claim in respect of Sexual Abuse and/or Molestation
– includes Claims Expenses

(b) \$3,000,000 Aggregate Limit of Liability for the Policy Period – includes Claims Expenses

Coverage Type - Claims Made Form

Item 5. **Premium:** US\$335.58, **Tax:** US\$16.78, **Stamp Fee:** US\$0, **Admin Fee:** US\$25.00

Item 6. **Retroactive Date:** 15TH JUNE 2011

Item 7. **Extended Reporting Period**

- a) 12 months at 100% of the total premium; or
- b) 24 months at 150% of the total premium; or
- c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**

Claims Department
Beazley Group
30 Batterson Park Road,
Farmington
CT 06032
Email: claims@beazley.com
Tel: 888-222-1123
Fax: 866-910-1397

For enquiries that are NOT claims notifications, please contact:

Huntington Insurance Inc
Michael Dercoli, CPCU, CIC
Senior Sales Executive
23 Federal Plaza W
Youngstown, OH, 44503
Tel: 866-318-5028
Fax: 877-243-0712
Email: abai.us@westminster.global

Item 9. **Terrorism Coverage:** Not Applicable

Item 10. **Service of Suit:** Mendes & Mount
750 7th Avenue
New York
New York 10019-6829, USA

Item 11. **Choice of Law:** The State of Ohio

Item 12. **Endorsement Effective At Inception:** None

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



Authorized Representative

24th May 2017

Date

ENDORSEMENT to Evidence No 15641

THIS ENDORSEMENT is attached to EVIDENCE OF INSURANCE No \$policyNo. IT IS ISSUED AS NOTICE OF INSURANCE FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS ENDORSEMENT IS ATTACHED TO THE EVIDENCE OF INSURANCE AND A COPY OF THE MASER POLICY WORDING.

THE MASTER POLICY AND THE APPLICATION OF THE INSURED, IF ANY, FORM THE ENTIRE CONTRACT. THIS ENDORSEMENT IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY.

THE EVIDENCE TO WHICH THIS ENDORSEMENT IS ATTACHED REPLACES ANY OTHER EVIDENCE AND ENDORSEMENT PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED IN THE EVIDENCE.

This document is to notify the Member named in the Evidence (the \$NAME)(the Named Insured) that the following amendment(s), alteration(s) or clarification noted below has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "underwriters") for the Coverage Period specified below (the \$policyStart to \$policyEnd) under the Master Policy set out below (the "Master Policy") issued to the Master Policyholder.

The insurance is provided under the Master Policy as set out at 3 on the Evidence of Insurance and is in accordance with the terms of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policy Holder. The respective names of and proportions underwritten can be ascertained from the office of the Master Policy Holder.

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

NOTICE: This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Damages** and **Claims Expenses** shall be applied against the Deductible. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 2 of the Declarations, made a part hereof) as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Underwriters will pay on behalf of the **Insured** **Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others on or after the Retroactive Date stated in Item 6 of the Declarations and before the end of the **Policy Period**, on behalf of the **Named Insured** designated in Item 2 of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** subject to the Limit of Liability, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall

have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.

6. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

C. **Supplementary Payments**

1. **Defendant's Reimbursement and Deposition Coverage**

Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any suit against an **Insured** that Underwriters defend:

- a. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$1,000 per day for all **Insureds** and up to a total of \$35,000 during any one **Policy Period**.
- b. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at a deposition. The maximum the Underwriters will pay is \$10,000 for each Deposition and up to a total of \$35,000 during any one **Policy Period**.

2. **State Licensing defense board coverage**

Underwriters will pay up to \$5,000, subject to a \$35,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

II. **PERSONS INSURED**

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

- A. if the **Named Insured** designated in Item 2 of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business,

- B. if the **Named Insured** designated in Item 2 of the Declarations is a partnership or joint venture, the partnership or joint venture so designated, and any partner or member thereof but only with respect to his or her liability as such.
- C. if the **Named Insured** designated in Item 2 of the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder.
- D. any person who previously qualified as an **Insured** under (c) above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to **Professional Services** performed on behalf of the **Named Insured** designated in Item 2 of the Declarations, or occurring prior to the termination of the required relationship with the **Named Insured**;
- E. the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- F. An **Additional Insured**, but only as respects the vicarious liability of such individual or entity for **Bodily Injury** caused by negligent acts, errors or omissions of the **Named Insured** otherwise covered under this policy.

This Policy shall not apply to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

Persons Insured does not include any individual who acts as or any legal entity that employs a physician, surgeon, podiatrist, nurse, anaesthetist, chiropractor, acupuncturist or physical therapist, unless it has been previously agreed by underwriters and such person is specifically listed in the Certificate of Insurance and/or the Declarations, and solely with respect to **Professional Services** as defined in Section V – Definitions.

III. TERRITORY

This insurance applies to **Claims** made and negligent acts, errors, omissions which take place anywhere in the world.

IV. EXCLUSIONS

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of **Personal Injury**, **Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- b. to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;

- c. to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- d. to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- e. to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- f. to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- g. to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- h. to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- i. to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including but not limited to patent, trademark, trade secret, trade dress and copyright.
- j. to any **Claims** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Section XXV, Licensure.
- k. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.
- l. to any **Claim** arising out of the failure of any **Insured** to diagnose or treat any condition, disease or injury or to refer a client to any healthcare provider for treatment of any condition, disease or injury.
- m. to any **Claim** arising out of medical professional malpractice including but not limited to the rendering or failing to render medical professional services, treatment or advice.
- n. to any **Claim** arising out of the performance of any procedure involving the cutting or penetration of human tissue.
- o. to any **Claim** arising out of a procedure performed by any **Insured** that is outside the legal scope of practice in the State(s) stated in the Evidence of Insurance and/or Declarations.

- p. to any **Claim** arising out of the participation on a peer review committee, including, but not limited to, peer review committees of a hospital, trade association, or standards review organization.
- q. to any **Claim** arising out of any liability of the **Named Insured** as a proprietor, medical director, superintendent, administrator, or executive officer of any hospital, sanitarium, surgicenter, clinic with bed and board facilities, skilled nursing facility, convalescent hospital, laboratory or any other similar business enterprise.
- r. to any **Claim** arising out of or resulting from or in relation to any person who has ever been a research subject of the **Named Insured** or who was ever solicited to be a research subject of the **Named Insured**.
- s. to any **Claim** arising out of any acts, error or omissions by any **Insured** while employed by the United States Government or any other governmental or public entity.
- t. to any **Claim** arising out of a counter-claim by a person who was sued for fees. Collection suits triggering this exclusion include, but are not limited to, those collections suits filed by a collection agency. Any **Claim** made subsequent to a collection suit shall be presumed to be in response to the collection suit and to be in the nature of a counter-claim and, therefore, shall be within this exclusion.
- u. Any **Claim** against any **Insured** that involves, among others, any health care practitioner with whom any **Insured** currently or in the future 1) is in partnership, 2) has an employment relationship, 3) has an independent contractor relationship or 4) shares office space
- v. to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee;
- w. to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- x. to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- y. to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- z. to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6 of the Declarations;
- aa. to any **Claim** arising out of, or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment or relative or domestic partner of such person;

bb. to any **Claim** arising out of discrimination including but **not** limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;

cc. to any **Claim** directly or indirectly arising out of:

1. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**; or
2. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
3. any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;

dd. to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;

ee. to any **Claim** arising out of or resulting from:

1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any employee, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

However, this exclusion does not apply to:

1. Any specific individual **Insured** who allegedly committed such misconduct, unless it is judicially determined that the individual **Insured** committed the misconduct. If it is judicially determined that the individual **Insured** committed the misconduct, the Underwriters will not pay **Damages** or **Claims Expenses**.
2. The **Named Insured**, unless the **Named Insured**:
 - i. knew or should have known about the misconduct allegedly committed by the individual **Insured**; or
 - ii. knew or should have known that the individual **Insured** who allegedly committed the misconduct had a prior history of sexual or physical misconduct.

Underwriters will defend **Claims** alleging such misconduct until final adjudication. If there is a final adjudication against any individual **Insured** or the **Named Insured**, or admission by any individual **Insured** or the **Named Insured** establishing such conduct, the **Named Insured** and/or individual **Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claims** and Underwriters shall have no further liability for **Claims Expenses**.

Coverage provided above does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** arising out of any misconduct suffered by any employee of the **Named Insured** or volunteer workers.

- ff. to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- gg. to any **Claim** arising out of **Personal Injury** to any employee or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- hh. to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- ii. to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- jj. to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- kk. to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder;
- ll. to any **Claim** caused directly or indirectly, in whole or in part, by:
 - 1. any fungus(es) or spore(s);
 - 2. any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
 - 3. any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

"Spore(es)" mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- mm. to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder.
- nn. to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
 - 1. conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
 - 2. processing of data by the **Insured** on the **Insured's** electronic data processing system; or
 - 3. design or formulation of an electronic data processing program or system;
- oo. to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- pp. to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- qq. to any **Claim** arising from a service rendered, or which should have been rendered and was not, while any **Insured** or its employee or agent is under the influence of intoxicants, narcotics or drugs;
- rr. to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, use, administration, prescription, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;
- ss. to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- tt. to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- uu. to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, , or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, or

negligent acts, errors or omissions happening before the date such entity became a subsidiary;

vv. to any **Claim** relating to or arising out of asbestos, silica or lead;

ww. to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;

xx. to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;

yy. to any **Claim** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

zz. to any **Claim** brought against any **Insured** by any other **Insured** hereunder;

aaa. to any **Claim** made by a business enterprise in which any **Insured** has greater than a fifteen (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the **Insured**;

bbb. to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;

ccc. to any **Claim** arising out of or resulting from an electronic chatroom or bulletin board any **Insured** hosts, owns or which the **Insured** exercises control;

ddd. to any **Claim** arising out of or resulting from any oral or written publication of material, if done by or at the direction of the **Insured** with the knowledge of its falsity;

eee. to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services** including but not limited to the medical administration of radiation therapy

fff. to any **Claim** arising out of or resulting from or in relation to Acquired Immune Deficiency Syndrome (AIDS), meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS-Related Complex (ARC), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse or confidentiality of any information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of the **Insured**.

ggg. to any **Claim** arising out of or relating to any loss, damage, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism, regardless of any other cause

contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this Exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of this Exclusion, a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

V. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- a. **"Additional Insured"** means:
 - 1. any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and
 - 2. any other person or entity added as an **Additional Insured** by endorsement to this Policy
- b. **"Advertising Liability"** means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
 - (1) libel, slander or defamation;
 - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
 - (3) piracy or idea misappropriation under an implied contract; or
 - (4) invasion of right of privacy.
- c. **"Bodily Injury"** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.
- d. **"Claim"** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- e. **"Claims Expenses"** means:

- (1) reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and
- (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

Claims Expenses does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

f. **"Damages"** means a civil monetary judgment, award or settlement and does not include:

- (1) the restitution of compensation and expenses paid to the **Insured** for services and goods; and
- (2) judgments or awards deemed uninsurable by law.

g. **"Extended Reporting Period"**, if applicable, means the period of time stated in item 7 the Declarations page after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 6 of the Declarations.

h. **"Named Insured"** means the individual practitioner or legal entity identified in Item 2 of the Declarations, which is a member of the Master Policyholder identified in the Declarations and that has purchased coverage under this Master Policy.

i. **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name including but not limited to vitamins, dietary supplements, performance enhancing drugs and automated external defibrillators. **Named Insured's Products** includes any container thereof (other than a vehicle), but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.

j. **"Personal Injury"** means:

- (1) **Bodily Injury**;
- (2) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
- (3) libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
- (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

k. **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item

2 of the Declarations and specifically excludes any **Extended Reporting Period**.

- l. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- m. **"Professional Athlete"** means an individual or group(s) of individuals who have been paid \$25,000 or more per year in the past 36 months, or is likely to be paid \$25,000 or more in the future, from a professional sports organization, club or team for the performance of athletic activities.
- n. **"Professional Services"** means those professional services performed by the **Insured** as and listed in Declarations, prior written approval from the Underwriters.
- o. **"Property Damage"** means:
 - (1) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
 - (2) loss of use of tangible property which has not been physically injured or destroyed.

VI. LIMIT OF LIABILITY

- A. The limit of liability stated in Item 4 a) of the Declarations as applicable to "Each **Claim**" is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of each **Claim**. Two or more **Claims** arising out of a single act, error, or omission or a series of related acts, errors, or omissions shall be treated as a single **Claim**.

The sublimit of liability stated in Item 4.a).i. of the Declarations as applicable to "Each **Claim**" is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of each sexual and/or molestation **Claim** which amount shall be part of and not in addition to Each **Claim** Limit of Liability – Includes **Claims Expenses** set forth in Item 4 a) of the Declarations.

- B. The limit of liability stated in item 4 b) of the Declarations as "Aggregate" is, the total limit of the Underwriters' liability for all **Damages and Claims expenses** arising out of all **Claims** or circumstances which might lead to a **Claim** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.

The sublimit of liability stated in Item 4.b).ii. of the Declarations as "aggregate" is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of all sexual and/or molestation **Claims** which amount shall be part of and not in addition to the Aggregate Limit of Liability – Includes **Claims Expenses** set forth in Item 4 b) of the Declarations.

- C. The Limit of Liability for the **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

VII. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion V b) relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of this Section VII shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance, the **Named Insured** designated in Item 2 of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period** for Claims first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7 (a) (b) or (c) of the declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability.

- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8 of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

IX. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

X. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 8 of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 8 of the Declarations during the **Policy Period** of:
 - (1) the specific, negligent act, error, or omission,;
 - (2) the injury or damage which may result or has resulted from the negligent act, error, or omission; and
 - (3) the circumstances by which the **Insured** first became aware of the negligent act, error or omission.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 8 of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to the each claim Limit of Liability identified in the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.

- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

XI. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

XII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

XIII. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

XIV. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** by the Underwriters to prejudice such rights.

XV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or stop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

XVI. MERGERS AND ACQUISITIONS

A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and

- (1) the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
- (2) the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
- (3) the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

XVII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

XVIII. CANCELLATION

1. For the Master Policyholder

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Master Policyholder at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Master Policyholder at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery (where permitted by law) of such written notice either by the Master Policyholder or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Master Policyholder may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the premium at short rate or 25% of the premium whichever is greater.

2. For the Named Insured

- A. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.
- B. This Policy may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
- C. If the **Named Insured** cancels this Policy, the earned premium shall be computed in accordance with the attached short rate table and procedure.
- D. If the Underwriters cancel this Policy prior to any **Claim** being reported under this Policy, earned premium shall be computed pro rata.
- E. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to the Underwriters under this Policy on or before the date of cancellation.
- F. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XIX. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

XX. ENTIRE CONTRACT

By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and application are his or her agreements and representations, that this insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Underwriters relating to this insurance.

XXI. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury, sickness, disease, death or destruction:
 - i. with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
 - ii. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means

- (1) any nuclear reactor;
- (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Section is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

XXII. SERVICE OF SUIT

A. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this insurance, the Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by the Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the designated entity in Item 10 of the Declarations, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court in the event of an appeal.

- B. The Entity designated in Item 10 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 10 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXIII. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in Item 11. of the Declarations.

XXIV. SEVERAL LIABILITY

Insurer's liability several not joint

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

XXV. LICENSURE

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses. .
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to Underwriters within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Section XVIII of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** which took place subsequent to the date of withdrawal, revocation, denial, suspension or failure to renew.

XXVI. SHORT RATE CANCELLATION TABLE

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Insured** the Earned Premium shall be computed as follows:

- A. For insurances written for one (1) year:

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214	(7 months) 67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91 (3 months)	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73

99 - 102	.....	38	242 - 246	(8 months)	74
103 - 105	.....	39	247 - 250	.....	75
106 - 109	.....	40	251 - 255	.....	76
110 - 113	.....	41	256 - 260	.....	77
114 - 116	.....	42	261 - 264	.....	78
117 - 120	.....	43	265 - 269	.....	79
121 - 124	(4 months)	44	270 - 273	(9 months)	80
125 - 127	.....	45	274 - 278	.....	81
128 - 131	.....	46	279 - 282	.....	82
132 - 135	.....	47	283 - 287	.....	83
136 - 138	.....	48	288 - 291	.....	84
139 - 142	.....	49	292 - 296	.....	85
143 - 146	.....	50	297 - 301	.....	86
147 - 149	.....	51	302 - 305	(10 months)	87
150 - 153	(5 months)	52	306 - 310	.....	88
154 - 156	.....	53	311 - 314	.....	89
157 - 160	.....	54	315 - 319	.....	90
161 - 164	.....	55	320 - 323	.....	91
165 - 167	.....	56	324 - 328	.....	92
168 - 171	.....	57	329 - 332	.....	93
172 - 175	.....	58	333 - 337	(11 months)	94
176 - 178	.....	59	338 - 342	.....	95
179 - 182	(6 months)	60	343 - 346	.....	96
183 - 187	.....	61	347 - 351	.....	97
188 - 191	.....	62	352 - 355	.....	98
192 - 196	.....	63	356 - 360	.....	99
197 - 200	.....	64	361 - 365	(12 months)	100
201 - 205	.....	65			

B. For Insurances written for more or less than one (1) year:

1. If insurance has been in force for twelve (12) months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than twelve (12) months:
 - (a) Determine full annual premium as for an insurance written for a term of one (1) year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one (1) year the insurance has been

in force to the length of time beyond one (1) year for which the insurance was originally written.

- (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any **Claim** or any circumstance that could reasonably be the basis for a **Claim** is reported to the Underwriters under this Policy on or before such date of cancellation.



ERP ▼ Diana Lorenz

[Drafts](#) [Templates](#) [Request History](#)

Current Request

2017 - 2018 ▼

Look up PO #

Or Req #

Dr Timothy Vollmer

Requisition #
109586

PO #
N/A

Author
Lorenz, Diana

Vendor
TIMOTHY VOLLMER

Vendor Contact
N/A

Terms & Conditions
N/A

Deadline Date
2017-07-03 00:00:00

Vendor Address

Request Type
Standard

Request Date/Status
07/03/2017 13:23:25

Order Contact
Diana Lorenz

Center/School Contact
ESE/SLS

Deliver To
0143 : EXCEPTIONAL ED DEPARTMENT

Line Items

Reference #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	
1	Contract	Contract for Dr Tim Vo	1.00	ea	40000.00	40000.00		
Total						40,000.00		

Allocations

Reference #	Fund ▾	Function ▾	Object ▾	Center ▾	Project ▾	Budgeted	Committed	Encumbered	Expended	Balance	Amount	
1 ▾	0420... ▾	6110 :... ▾	310 :... ▾	0143... ▾	9080... ▾	40,000.00	40,000.00	0.00	0.00	0.00	40000.00	
											Total	40,000.00



Drafts Templates Request History

Current Request

2017 - 2018 ▼

Look up PO #

Or Req #

Dr Tim Vollmer Travel

Requisition # N/A PO # N/A Author Lorenz, Diana Vendor V0000016815 - TIMOTHY VOLLMER Vendor Contact
Terms & Conditions Deadline Date 02/15/2018
Request Type Standard Request Date/Status Draft Order Contact Diana Lorenz Center/School Contact 0143/ESE
Deliver To

Line Items

Reference #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping
1	Noncap	Travel Reimbursement for	1.00	ea	15000.00	15000.00	
Total						15,000.00	

Allocations

Reference #	Fund	Function	Object	Center	Project	Budgeted	Committed	Encumbered	Expended	Balance	Amount
1	0420...	5200...	330...	0143...	9080...	45,000.00	0.00	0.00	8,932.58	36,067.42	15000.00
Total											15,000.00

Files

(Drag files to upload)

Select



Comments

2/15 2:34pm Lorenz, Diana Travel reimbursement for Dr Tim Vollmer Behavioral Specialist contracted with MCSD. This purchase order will cover all travel expenses. Approved by Candance Kerns

Post

Comments for vendor

Submit



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 17-020

TITLE

Approval of Contract Renewal with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2017-2018.

BACKGROUND INFORMATION

Dr. Timothy Vollmer, Ph.D., BCBA is a leading expert in his field of Behavioral Analysis at the University of Florida. He will utilize his expertise as a BCBA, by consulting/observing students and teachers district-wide. Dr. Vollmer will provide written summaries of findings and recommendations that impact the educational environment of students with severe behavioral issues in school as well as working with parents to assist with educational follow up at home and community.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE: \$40,000.00

Contract Originator: Dr. Lesley Thompson, Director, Exceptional Student Education

Board Meeting Date: July 18, 2017

RECOMMENDATION

Approval of Contract Renewal with Dr. Timothy Vollmer, PhD, BCBA for ESE Related Services during SY 2017-2018.



CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and Dr. Timothy Vollmer, Behavioral Analyst/Professor of Psychology ("Contractor"), in order to renew the agreement ("Original Contract") between the parties dated August 17, 2016 (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the 1 of 3 renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on August 16, 2017 and expire on June 10, 2018.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.
4. Contractor's obligations to maintain insurance remains in effect as evident by the updated copy attached.
5. Contractor hereby certifies that the Relationship Disclosure Affidavit and Debarment Certification as submitted as attachments to the Original contract have remained unchanged or has submitted new documents as necessary.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 18th day of

July, 2017.

[Signature]
SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

July 18, 2017
DATE

[Signature]
SIGNATURE OF SUPERINTENDENT

July 18, 2017
DATE

[Signature]
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

5-23-17
DATE

TIMOTHY A. VOLLMER, CONSULTANT
PRINT NAME AND TITLE



SCHOOL BOARD AGENDA ITEM RATIONALE

DATE OF BOARD ACTION: August 9, 2016

DISTRICT DEPARTMENT: Exceptional Student Education

DIRECTOR/SUPERVISOR'S SIGNATURE: Dr. L. Thompson Digitally signed by Dr. L. Thompson
Date: 2016.07.13 09:45:21 -04'00'

SUBJECT: Contract for Exceptional Student Education Related Services for FY 2017

AGENDA ITEM TITLE: Proposed Contract between MCSD/ESE and Dr Timothy Vollmer, PhD, BCBA

BACKGROUND INFORMATION:

Dr. Timothy Vollmer, PhD BCBA is a leading expert in his field of Behavioral Analysis at the University of Florida. He will utilize his expertise as a BCBA, by consulting/observing students and teachers district-wide. Dr. Vollmer will provide written summary of findings and recommendations that can be referred to when impacting the educational environment of students with severe behavioral issues in school as well as working with parents to assist with educational follow up at home.

ITEM BUDGETED:

☒ Yes ☐ No ☐ N/A Total Cost: \$40,000 NTE

Digitally signed by Jim Drake
DN: cn=Jim Drake, o=MCSD,
ou=Finance,
email=James.Drake@kayschools.co
m, c=US
Date: 2016.07.19 17:22:22 -04'00'

Executive Director, Finance

RECOMMENDATION:

It is recommended that this contract be approved as presented.

REVIEWED BY ADMINISTRATION:

Yes: ☒

Mark T. Porter
2016.08.01 15:01:52
-04'00'

Executive Director

REVIEWED BY ATTORNEY:

Yes: ☒

N/A ☐

Ryan Abrams, Esq.

Digitally signed by Ryan Abrams,
Esq.
Date: 2016.07.28 15:31:21 -04'00'

Signature Required

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

CONTRACT SUMMARY ROUTING SHEET

SECTION ONE:

Contract with: Dr. Timothy Vollmer, PhD, BCBA

Contract value: \$40,000 NTE

Effective Date: 08/17/2016

Budget Coding: 0420.6110.0310.0143.6080

Expiration Date: 06/30/2017

Contract Purpose/Description: _____

To provide consultation and observation of our districts special need population district-wide. The unique qualification and expertise, Dr. Vollmer, possess supports the teachers, ESE staff and programs that deal with the most severe students with disabilities throughout our county.

Contract Originator: Dr. Lesley Thompson

53378

ESE/Sugarloaf

(Name)

(Ext)

(Department/School)

Executive Officer of Originating Dept.: _____

Mark T. Porter



Mark T. Porter

2016.08.01 15:02:13 -04'00'

For Board meeting on: August 9, 2016

Agenda Deadline: _____

SECTION TWO:

	<u>Date In</u>	<u>Reviewer Signature</u>	<u>Date Out</u>
1. <u>HR:</u>		<u>Ayesha Osborne</u> <small>Digitally signed by Ayesha Osborne DN: cn=Ayesha Osborne, o=MCSD, ou=HR, email=Ayesha.Osborne@Keyschools.com, c=US Date: 2016.07.29 15:11:24 -04'00'</small>	
<i>Comments:</i>			
2. <u>Risk:</u>		 <small>Digitally signed by Jim Drake DN: cn=Jim Drake, o=MCSD, ou=Finance, email=James.Drake@keyschools.com, c=US Date: 2016.07.29 11:06:39 -04'00'</small>	
<i>Comments:</i>	<u>Signed for W. Menendez</u>		
3. <u>Finance:</u>		 <small>Digitally signed by Jim Drake DN: cn=Jim Drake, o=MCSD, ou=Finance, email=James.Drake@keyschools.com, c=US Date: 2016.07.29 11:06:39 -04'00'</small>	
<i>Comments:</i>			
4. <u>Purchasing:</u>		<u>Suanne C. Lee</u> <small>Digitally signed by Suanne C. Lee DN: cn=Suanne C. Lee, o=Monroe County School District, ou, email=Suanne.Lee@Keyschools.com, c=US Date: 2016.07.19 16:45:02 -04'00'</small>	
<i>Comments:</i>			
5. <u>Legal:</u>		<u>Ryan Abrams, Esq.</u> <small>Digitally signed by Ryan Abrams, Esq. Date: 2016.07.28 15:47:16 -04'00'</small>	
<i>Comments:</i>			



THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Dr. Timothy Vollmer, Behavioral Analyst/Professor of Psychology, (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from:

August 17 , 2016 to June 30 , 2017 .

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

On-site consultation and observation of our special need classroom programs, District-Wide. The Contractor will utilize his expertise in Behavioral Analyses to assist with the development and implementation of functional behavior assessments (FBA) for students with disabilities. This will be provided in written summary of observations that can be referred to as we work to improve these programs. During the FY 2016 contract period, Professional Services would be provided up to 26 day; inclusive in these 26 days are 5 days for report writing/paperwork.

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit " A "* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ 40,000.00 NTE to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

Compensation of the contractor not to exceed \$40,000.00 for:

- 21 Days @ \$1,500 per day = \$31,500.00
 - 5 Days or 35 Hours for report writing/paperwork @ \$150.00 per hour = \$3,250.00
 - 15 Hours of telephone consultation @ \$150.00 per hour = \$2,250.00
 - Travel to be reimbursed in compliance with Florida Statutes
-

For services rendered pursuant to this Contract. Payment to be made as follows: The Contractor will provide an invoice along with written reports, and will be submitted after each on-site consultation.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*.

 General Liability Insurance
Amount: _____

 x **Professional Liability Insurance**
Amount: \$1,000,000, \$ 3,000,000 aggregate

 Vehicle Liability Insurance
Amount: _____

Workers Compensation Insurance

Amount: _____

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MCSB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who

was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and

- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a

School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:
Dr Timothy Vollmer PhD, BCBA
1401 NW 30th Street
Gainesville, FL 32605
Vendor # 16816

IN WITNESS WHEREOF, the parties have executed this Contract on this _____ day of _____

Andy Griffith
Digitally signed by Andy Griffith, District 2
DN: cn=Andy Griffith, District 2, o=Monroe County School
District, ou=SCHOOL BOARD,
email=Andy.Griffith@schools.k12.fl.us
Date: 2016.08.10 12:11:12 -0400

SIGNATURE OF CHAIRPERSON OF THE BOARD

Board Approved August 9, 2016

DATE

Mark T. Porter
Digitally signed by Mark T. Porter
DN: cn=Mark T. Porter, o=Monroe County School District,
ou=Superintendent of Schools,
email=Mark.T.Porter@schools.k12.fl.us
Date: 2016.08.10 12:11:56 -0400

Board Approved August 9, 2016

DATE

SIGNATURE OF SUPERINTENDENT

Timothy Vollmer
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

6-20-2016

DATE

DR TIMOTHY VOLLMER, PHD, BCBA, ANALYST/PROFESSOR OF PSYCHOLOGY
PRINT NAME AND TITLE

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Dr Timothy Vollmer of the
City/Township/Parrish of Gainesville, State of Florida
and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: Dr Timothy Vollmer PhD, BCBA and
Nature of services presently being offered to School District: District Wide Behavior Analysis for Students with Disabilities.

2) I have have not X, at any time, excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

• The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Timothy R Vollmer
(Signature of Authorized Representative)

Dated: 6-20-2016

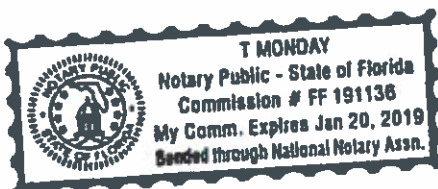
Print: TIMOTHY R VOLLMER

STATE OF Florida
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Timothy R Vollmer who, being personally known, or having produced FLDL as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 20 day of June 20 16.

Monday
NOTARY PUBLIC

Jan 20, 2019
My commission expires:



**CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF
THE ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)**

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with Certain Underwriters at Lloyd's, London for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

1. **Coverage Reference No:** 14595
2. **Named Insured:** Dr Timothy Vollmer
1401 NW 30th Street, Gainesville, FL 32605, US.
3. **Membership Number:** 8485
4. **Master Policyholder:** ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
5. **Master Policy Number:** HGSCOM16008
6. **Policy Period:** The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From: 15TH JUNE 2016

To: 15TH JUNE 2017

Both dates at 12:01 a.m Local Time at the address stated in Item 2 above.

7. **Policy Administrator:** Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
abai.us@westminster.global

8. **Insuring Agreements and Liability:**

i. each Claim includes Claims Expenses	\$1,000,000 PER CLAIM
ii. Aggregate Limit of Liability for the Policy Period includes Claims Expenses	\$3,000,000

9. **Deductible:** \$500 Each Claim Deductible includes Claims Expenses
10. **Premium:** As stated in the Declaration page
11. **Retroactive Date:** Professional Liability: 15TH JUNE 2011
Privacy endorsement: 1ST JANUARY 1970
12. **Terrorism Coverage:** Not applicable
13. **Territory:** Worldwide as per wording
14. **Claims Notification under this Policy:** Claims Department
Beazley Group
30 Batterson Park Road,
Farmington CT 06032
Email: claims@beazley.com
Tel: 888-222-1123 Fax: 888-910-1397

Panel: _____ :
 : Description Seq: 001 Rf: A Item: NONCAP :
 Action: C : CONTRACT DR TIM VOLLMER :
 : TO PROVIDE CONSULTATION AND :
 : OBSERVATION OF OUR DISTRICT :
 : SPECIAL NEEDS POPULATION. :
 : FOR BOARD APPROVAL :
 Vndr: V000 : JULY 26, 2016 :
 Date: 0705 :
 Ship: 0143 :
 Buyr: ESDL : Record updated. Next? :
 Attn: : 1=Hlp 3=Exit 5=Refr 6=Nrcd 7=Bwd 8=Fwd :
 Crted: ESDL :

Seq	Rf	Item	Description	Qty	Unit	Unit Price	Pct
001	A	NONCAP	CONTRACT DR TIM VOLLMER	1	EA	40000.0000	
						40000.00	Ext
						. 00	Ext
						. 00	Ext

40000.00

1=Hlp 2=Nte 3=Exit 4=Prpt 5=Refr 6=Nrcd 7=Bwd 8=Fwd 9=Npg 11=View 12=Esc
 Record updated. Next? Upd 07/05/2016 11:19:54 ESDL0143

**CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF
THE ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)**

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with Certain Underwriters at Lloyd's, London for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

1. Coverage Reference No: 15641
2. Named Insured: Dr Timothy Vollmer
1401 NW 30th Street, Gainesville, FL 32605, US.
3. Membership Number: 8465
4. Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
5. Master Policy Number: HGSCOM17008
6. Policy Period: The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From: 16TH JUNE 2017

To: 16TH JUNE 2018

Both dates at 12:01 a.m Local Time at the address stated in Item 2 above.

7. Policy Administrator: Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
abai.us@westminster.global

8. Insuring Agreements and Liability:

i. each Claim includes Claims Expenses	\$1,000,000 PER CLAIM
ii. Aggregate Limit of Liability for the Policy Period includes Claims Expenses	\$3,000,000

9. Deductible: \$500 Each Claim Deductible includes Claims Expenses
10. Premium: As stated in the Declaration page
11. Retroactive Date: 15TH JUNE 2011
12. Terrorism Coverage: Not applicable
13. Territory: Worldwide as per wording
14. Claims Notification under this Policy: Claims Department
Beazley Group
30 Batterson Park Road,
Farmington CT 06032
Email: claims@beazley.com
Tel: 888-222-1123 Fax: 866-910-1397

For enquiries that are NOT claims notifications, please contact:
Huntington Insurance Inc
Michael Dercoli, CPCU, CIC
Senior Sales Executive
23 Federal Plaza W
Youngstown, OH, 44503
Tel: 866-318-5028
Fax: 877-243-0712
Email: abai.us@westminster.global

The Master Policy contains the following exclusions:

- a. **Bodily Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in rendering or failing to render **Professional Services**.
- b. Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c. Contractual liability
- d. Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the **Named Insured**
- f. Financial or investment advice
- g. Libel or slander
- h. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright
- i. No valid license for the performance of **Professional Services**
- j. Rendering or failing to render **Professional Services** to **Professional Athletes**
- k. **Claims** against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- l. Employee Retirement Income Security Act 1974 and amendments
- m. **Claim** or circumstance in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance prior to the inception date
- n. Claim or circumstance known to the **Insured** prior to the inception date
- o. Acts, error, omissions which first took place prior to the Retroactive Date
- p. Discrimination
- q. Insolvency or Bankruptcy of the **Insured**
- r. Sexual abuse or molestation
- s. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- t. Employer-employee relations, policies, practices, acts or omissions.
- u. Violation of Securities Acts and Corrupt Organizations Act
- v. Anti-trust
- w. Regulatory actions
- x. Product Liability
- y. Pharmacy services
- z. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- aa. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- bb. **Insured vs Insured**
- cc. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

**PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND
YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.**

The underwriters shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages**. Underwriters will pay **Claims Expenses** with respect to any **Claim** seeking **Damages** which are payable under the terms of the Master Policy. **Claims Expenses** shall reduce and may exhaust the Limits of **Liability** and are subject to the **Deductible**.

If any payment is made under the Master Policy and there is available to the Underwriters any of the Insured's rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after an incident or event giving rise to a Claim to prejudice such rights.

By acceptance of the attached Master Policy, all Insureds agree that the statements contained in the Application are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that the Master Policy is issued in reliance upon the truth thereof.

NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY BE MADE EITHER VERBALLY OR IN WRITING.

IF THE INSURED RECEIVES ANY NOTICE OF A CLAIM OR IS AWARE OF A CIRCUMSTANCE WHICH MAY RESULT IN A CLAIM FULL DETAILS OF THE CLAIM, CIRCUMSTANCE OR INCIDENT SHOULD BE SENT IMMEDIATELY IN WRITING BY EMAIL OR LETTER (INCLUDING THE INSURED MEMBERSHIP NUMBER) TO THE ADDRESS STATED IN ITEM 14 OF THIS CERTIFICATE OF INSURANCE.

NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO ANY INSURED.

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.



DECLARATIONS

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed application and the Policy with endorsements shall constitute the contract between the Named Insured and the Underwriters

Underwriters: Certain Underwriters at Lloyd's, London
Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503
Master Policy Number: HGSCOM17008

Item 1. **Coverage Reference No:** 15641

Item 2. **Named Insured:** Dr Timothy Vollmer

Address: 1401 NW 30th Street, Gainesville, FL 32605, US.

Item 3. **Policy Period:**

From: 16th June 2017

To: 16th June 2018

Both days at 12.01 am Local Standard Time at the principal address of the Insured

Item 4. **Limits of Liability:**

(a) \$1,000,000 PER CLAIM Each Claim for Bodily Injury and Property Damage includes Claims Expenses

But sub-limited to: \$25,000 Each Claim in respect of Sexual Abuse and/or Molestation
– includes Claims Expenses

(b) \$3,000,000 Aggregate Limit of Liability for the Policy Period – includes Claims Expenses

Coverage Type - Claims Made Form

Item 5. **Premium:** US\$335.58, **Tax:** US\$16.78, **Stamp Fee:** US\$0, **Admin Fee:** US\$25.00

Item 6. **Retroactive Date:** 15TH JUNE 2011

Item 7. **Extended Reporting Period**

- a) 12 months at 100% of the total premium; or
- b) 24 months at 150% of the total premium; or
- c) 36 months at 200% of the total premium.

Item 8. **Send Notifications including Notice of Claims under this Policy to:**

Claims Department
Beazley Group
30 Batterson Park Road,
Farmington
CT 06032
Email: claims@beazley.com
Tel: 888-222-1123
Fax: 866-910-1397

For enquiries that are NOT claims notifications, please contact:

Huntington Insurance Inc
Michael Dercoli, CPCU, CIC
Senior Sales Executive
23 Federal Plaza W
Youngstown, OH, 44503
Tel: 866-318-5028
Fax: 877-243-0712
Email: abai.us@westminster.global

Item 9. **Terrorism Coverage:** Not Applicable

Item 10. **Service of Suit:** Mendes & Mount
750 7th Avenue
New York
New York 10019-6829, USA

Item 11. **Choice of Law:** The State of Ohio

Item 12. **Endorsement Effective At Inception:** None

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



Authorized Representative

24th May 2017

Date

ENDORSEMENT to Evidence No 15641

THIS ENDORSEMENT is attached to EVIDENCE OF INSURANCE No \$policyNo. IT IS ISSUED AS NOTICE OF INSURANCE FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS ENDORSEMENT IS ATTACHED TO THE EVIDENCE OF INSURANCE AND A COPY OF THE MASER POLICY WORDING.

THE MASTER POLICY AND THE APPLICATION OF THE INSURED, IF ANY, FORM THE ENTIRE CONTRACT. THIS ENDORSEMENT IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY.

THE EVIDENCE TO WHICH THIS ENDORSEMENT IS ATTACHED REPLACES ANY OTHER EVIDENCE AND ENDORSEMENT PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED IN THE EVIDENCE.

This document is to notify the Member named in the Evidence (the \$NAME)(the Named Insured) that the following amendment(s), alteration(s) or clarification noted below has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "underwriters") for the Coverage Period specified below (the \$policyStart to \$policyEnd) under the Master Policy set out below (the "Master Policy") issued to the Master Policyholder.

The insurance is provided under the Master Policy as set out at 3 on the Evidence of Insurance and is in accordance with the terms of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policy Holder. The respective names of and proportions underwritten can be ascertained from the office of the Master Policy Holder.

PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

NOTICE: This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Damages** and **Claims Expenses** shall be applied against the Deductible. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 2 of the Declarations, made a part hereof) as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Underwriters will pay on behalf of the **Insured** **Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** for others on or after the Retroactive Date stated in Item 6 of the Declarations and before the end of the **Policy Period**, on behalf of the **Named Insured** designated in Item 2 of the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** subject to the Limit of Liability, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in conjunction with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.
2. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall

have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.

6. Subject to the Limit of Liability of this Policy, the Underwriters shall reimburse the **Insured** for all reasonable expenses, other than loss of earnings, incurred at the Underwriters' request.
7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

C. **Supplementary Payments**

1. **Defendant's Reimbursement and Deposition Coverage**

Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any suit against an **Insured** that Underwriters defend:

- a. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at mediation meetings, arbitration proceedings, hearings and trials. The maximum the Underwriters will pay is \$1,000 per day for all **Insureds** and up to a total of \$35,000 during any one **Policy Period**.
- b. Actual loss of earnings and reasonable expenses due to the **Insured's** attendance at a deposition. The maximum the Underwriters will pay is \$10,000 for each Deposition and up to a total of \$35,000 during any one **Policy Period**.

2. **State Licensing defense board coverage**

Underwriters will pay up to \$5,000, subject to a \$35,000 aggregate limit during any one **Policy Period**, for fees, costs and expenses associated with each investigation or proceedings brought by a state licensing board or other regulatory body in relation to the **Insured's Professional Services** license.

However, Underwriters will not pay any expenses or fees arising out of or resulting from criminal proceedings.

These supplementary payments will not reduce the limits of liability.

II. **PERSONS INSURED**

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

- A. if the **Named Insured** designated in Item 2 of the Declarations is an individual, the person so designated but only with respect to the conduct of the business of which he or she is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business,

- B. if the **Named Insured** designated in Item 2 of the Declarations is a partnership or joint venture, the partnership or joint venture so designated, and any partner or member thereof but only with respect to his or her liability as such.
- C. if the **Named Insured** designated in Item 2 of the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder.
- D. any person who previously qualified as an **Insured** under (c) above prior to the termination of the required relationship with the **Named Insured**, but solely with respect to **Professional Services** performed on behalf of the **Named Insured** designated in Item 2 of the Declarations, or occurring prior to the termination of the required relationship with the **Named Insured**;
- E. the estate, heirs, executor, administrators, assigns and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
- F. An **Additional Insured**, but only as respects the vicarious liability of such individual or entity for **Bodily Injury** caused by negligent acts, errors or omissions of the **Named Insured** otherwise covered under this policy.

This Policy shall not apply to any liability arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this Policy as a **Named Insured**.

Persons Insured does not include any individual who acts as or any legal entity that employs a physician, surgeon, podiatrist, nurse, anaesthetist, chiropractor, acupuncturist or physical therapist, unless it has been previously agreed by underwriters and such person is specifically listed in the Certificate of Insurance and/or the Declarations, and solely with respect to **Professional Services** as defined in Section V – Definitions.

III. TERRITORY

This insurance applies to **Claims** made and negligent acts, errors, omissions which take place anywhere in the world.

IV. EXCLUSIONS

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect:

- a. to any **Claim** arising out of **Personal Injury**, **Property Damage** or **Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**;
- b. to any **Claim** arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim**, but shall not apply to any **Damages** which the **Insured** might become legally obligated to pay;

- c. to any **Claim** arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- d. to any **Claim** based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee;
- e. to any **Claim** arising out of any **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporation, company or business other than that of the **Named Insured**;
- f. to any **Claim** arising out of failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- g. to any **Claim** arising out of any financial or investment advice given, referrals, warranties, guarantees or predictions of future performance made by any **Insured** as regards specific and identifiable investment items including but not limited to personal property, real property, stocks, bonds or securities;
- h. to any **Claim** arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- i. to any **Claim** arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including but not limited to patent, trademark, trade secret, trade dress and copyright.
- j. to any **Claims** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, if the **Insured** did not hold a valid license or certificate at the time of the performance of the **Professional Services**, except as provided for in Section XXV, Licensure.
- k. to any **Claim** arising out of any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services** to **Professional Athletes**.
- l. to any **Claim** arising out of the failure of any **Insured** to diagnose or treat any condition, disease or injury or to refer a client to any healthcare provider for treatment of any condition, disease or injury.
- m. to any **Claim** arising out of medical professional malpractice including but not limited to the rendering or failing to render medical professional services, treatment or advice.
- n. to any **Claim** arising out of the performance of any procedure involving the cutting or penetration of human tissue.
- o. to any **Claim** arising out of a procedure performed by any **Insured** that is outside the legal scope of practice in the State(s) stated in the Evidence of Insurance and/or Declarations.

- p. to any **Claim** arising out of the participation on a peer review committee, including, but not limited to, peer review committees of a hospital, trade association, or standards review organization.
- q. to any **Claim** arising out of any liability of the **Named Insured** as a proprietor, medical director, superintendent, administrator, or executive officer of any hospital, sanitarium, surgicenter, clinic with bed and board facilities, skilled nursing facility, convalescent hospital, laboratory or any other similar business enterprise.
- r. to any **Claim** arising out of or resulting from or in relation to any person who has ever been a research subject of the **Named Insured** or who was ever solicited to be a research subject of the **Named Insured**.
- s. to any **Claim** arising out of any acts, error or omissions by any **Insured** while employed by the United States Government or any other governmental or public entity.
- t. to any **Claim** arising out of a counter-claim by a person who was sued for fees. Collection suits triggering this exclusion include, but are not limited to, those collections suits filed by a collection agency. Any **Claim** made subsequent to a collection suit shall be presumed to be in response to the collection suit and to be in the nature of a counter-claim and, therefore, shall be within this exclusion.
- u. Any **Claim** against any **Insured** that involves, among others, any health care practitioner with whom any **Insured** currently or in the future 1) is in partnership, 2) has an employment relationship, 3) has an independent contractor relationship or 4) shares office space
- v. to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee;
- w. to any **Claim** arising out of the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto;
- x. to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this Policy;
- y. to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception of this Policy and not disclosed to the Underwriters at inception;
- z. to any **Claim** or circumstance that might lead to a **Claim** arising out of any negligent act, error or omission which first took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6 of the Declarations;
- aa. to any **Claim** arising out of, or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment or relative or domestic partner of such person;

bb. to any **Claim** arising out of discrimination including but **not** limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;

cc. to any **Claim** directly or indirectly arising out of:

1. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**; or
2. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
3. any governmental or regulatory directive or request that the **Insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **Pollutants**;

dd. to any **Claim** arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;

ee. to any **Claim** arising out of or resulting from:

1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any employee, **Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

However, this exclusion does not apply to:

1. Any specific individual **Insured** who allegedly committed such misconduct, unless it is judicially determined that the individual **Insured** committed the misconduct. If it is judicially determined that the individual **Insured** committed the misconduct, the Underwriters will not pay **Damages** or **Claims Expenses**.
2. The **Named Insured**, unless the **Named Insured**:
 - i. knew or should have known about the misconduct allegedly committed by the individual **Insured**; or
 - ii. knew or should have known that the individual **Insured** who allegedly committed the misconduct had a prior history of sexual or physical misconduct.

Underwriters will defend **Claims** alleging such misconduct until final adjudication. If there is a final adjudication against any individual **Insured** or the **Named Insured**, or admission by any individual **Insured** or the **Named Insured** establishing such conduct, the **Named Insured** and/or individual **Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claims** and Underwriters shall have no further liability for **Claims Expenses**.

Coverage provided above does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** arising out of any misconduct suffered by any employee of the **Named Insured** or volunteer workers.

- ff. to any **Claim** for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- gg. to any **Claim** arising out of **Personal Injury** to any employee or volunteer worker of the **Insured** arising out of and in the course of his employment by the **Insured**, or under any obligation for which the **Insured** or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law or under any similar law;
- hh. to any **Claim** based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- ii. to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- jj. to any **Claim** arising from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- kk. to any **Claim** based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder;
- ll. to any **Claim** caused directly or indirectly, in whole or in part, by:
 - 1. any fungus(es) or spore(s);
 - 2. any substance, vapour or gas produced by or arising out of any fungus(es) or spore(s); or
 - 3. any materials, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus(es) or spore(s);

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or **Damages**.

For the purposes of this Exclusion, the following Definitions are added:

"Fungus(es)" includes, but is not limited to, any form of mold, mushroom or mildew.

“Spore(es)” mean any reproductive body produced by or arising out of any fungus(es).

This Exclusion shall not apply to **Claims** arising from medical research activities that would otherwise be covered hereunder;

- mm. to any **Claim** based upon or arising out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder.
- nn. to any **Claim** based upon or arising out of any **Insured's** data processing services, including but not limited to:
 - 1. conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
 - 2. processing of data by the **Insured** on the **Insured's** electronic data processing system; or
 - 3. design or formulation of an electronic data processing program or system;
- oo. to any **Claim** for **Personal Injury, Property Damage or Advertising Liability** based upon or arising out of the **Named Insured's Products**;
- pp. to any **Claim** based upon the manufacture, handling, sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances;
- qq. to any **Claim** arising from a service rendered, or which should have been rendered and was not, while any **Insured** or its employee or agent is under the influence of intoxicants, narcotics or drugs;
- rr. to any **Claim** arising out of any actual or alleged act, error or omission in the rendering or failing to render pharmacy services, including the manufacture, sale, distribution, use, administration, prescription, handling or resale of any pharmaceuticals or drugs, whether on a wholesale, retail, over-the-counter or illegal basis;
- ss. to any **Claim** based on the willful non-compliance of any **Insured** with any Food and Drug Administration (FDA) rules, regulations, and statutes found at Food and Drugs, 21 C.F.R. Chapter 1 § 1.1 to § 1299, as amended and revised, or treating a patient with drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not yet approved by the FDA;
- tt. to any **Claim** based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- uu. to any **Claim** against any subsidiary designated in the Declarations or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, , or negligent acts, errors or omissions or series of facts, circumstances, situations, transactions, events, or

negligent acts, errors or omissions happening before the date such entity became a subsidiary;

vv. to any **Claim** relating to or arising out of asbestos, silica or lead;

ww. to any **Claim** associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of medical services to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, healthcare facility or managed care organization;

xx. to any **Claim** based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;

yy. to any **Claim** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

zz. to any **Claim** brought against any **Insured** by any other **Insured** hereunder;

aaa. to any **Claim** made by a business enterprise in which any **Insured** has greater than a fifteen (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the **Insured**;

bbb. to any **Claim** arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;

ccc. to any **Claim** arising out of or resulting from an electronic chatroom or bulletin board any **Insured** hosts, owns or which the **Insured** exercises control;

ddd. to any **Claim** arising out of or resulting from any oral or written publication of material, if done by or at the direction of the **Insured** with the knowledge of its falsity;

eee. to any **Claim** arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property, provided this Exclusion shall not apply to any patient receiving **Professional Services** including but not limited to the medical administration of radiation therapy

fff. to any **Claim** arising out of or resulting from or in relation to Acquired Immune Deficiency Syndrome (AIDS), meaning the potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), AIDS-Related Complex (ARC), hepatitis or any other infectious disease or any complex or syndrome related thereto, or the use or misuse or confidentiality of any information relating to HIV, ARC, AIDS, hepatitis or any other infectious disease, including the failure to disclose the health status of the **Insured**.

ggg. to any **Claim** arising out of or relating to any loss, damage, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with any act of terrorism, regardless of any other cause

contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this Exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of this Exclusion, a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

V. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- a. **"Additional Insured"** means:
 - 1. any natural person or entity that the **Named Insured** has expressly agreed in writing to add as an **Additional Insured** under this policy in the Certificate of Insurance provided by Underwriters prior to the commission of any act for which such person or entity would be provided coverage for under this Policy, but only to the extent the **Named Insured** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Named Insured**; and
 - 2. any other person or entity added as an **Additional Insured** by endorsement to this Policy
- b. **"Advertising Liability"** means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
 - (1) libel, slander or defamation;
 - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
 - (3) piracy or idea misappropriation under an implied contract; or
 - (4) invasion of right of privacy.
- c. **"Bodily Injury"** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, humiliation, emotional upset, shock, sickness, disease or disability.
- d. **"Claim"** means a written notice received by any **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- e. **"Claims Expenses"** means:

- (1) reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and
- (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

Claims Expenses does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

- f. **"Damages"** means a civil monetary judgment, award or settlement and does not include:
- (1) the restitution of compensation and expenses paid to the **Insured** for services and goods; and
 - (2) judgments or awards deemed uninsurable by law.
- g. **"Extended Reporting Period"**, if applicable, means the period of time stated in item 7 the Declarations page after the end of the **Policy Period** for reporting **Claims**, arising out of negligent acts, errors or omissions which take place prior to the end of the **Policy Period** but subsequent to the Retroactive Date identified in Item 6 of the Declarations.
- h. **"Named Insured"** means the individual practitioner or legal entity identified in Item 2 of the Declarations, which is a member of the Master Policyholder identified in the Declarations and that has purchased coverage under this Master Policy.
- i. **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name including but not limited to vitamins, dietary supplements, performance enhancing drugs and automated external defibrillators. **Named Insured's Products** includes any container thereof (other than a vehicle), but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- j. **"Personal Injury"** means:
- (1) **Bodily Injury**;
 - (2) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
 - (3) libel, slander, defamation of character or invasion of right of privacy, unless arising out any advertising activities; or
 - (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- k. **"Policy Period"** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item

2 of the Declarations and specifically excludes any **Extended Reporting Period**.

- i. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapour, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- m. **"Professional Athlete"** means an individual or group(s) of individuals who have been paid \$25,000 or more per year in the past 36 months, or is likely to be paid \$25,000 or more in the future, from a professional sports organization, club or team for the performance of athletic activities.
- n. **"Professional Services"** means those professional services performed by the **Insured** as and listed in Declarations, prior written approval from the Underwriters.
- o. **"Property Damage"** means:
 - (1) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
 - (2) loss of use of tangible property which has not been physically injured or destroyed.

VI. LIMIT OF LIABILITY

- A. The limit of liability stated in Item 4 a) of the Declarations as applicable to "Each **Claim**" is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of each **Claim**. Two or more **Claims** arising out of a single act, error, or omission or a series of related acts, errors, or omissions shall be treated as a single **Claim**.

The sublimit of liability stated in Item 4.a).i. of the Declarations as applicable to "Each **Claim**" is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of each sexual and/or molestation **Claim** which amount shall be part of and not in addition to Each **Claim** Limit of Liability – Includes **Claims Expenses** set forth in Item 4 a) of the Declarations.

- B. The limit of liability stated in item 4 b) of the Declarations as "Aggregate" is, the total limit of the Underwriters' liability for all **Damages and Claims expenses** arising out of all **Claims** or circumstances which might lead to a **Claim** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.

The sublimit of liability stated in Item 4.b).ii. of the Declarations as "aggregate" is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of all sexual and/or molestation **Claims** which amount shall be part of and not in addition to the Aggregate Limit of Liability – Includes **Claims Expenses** set forth in Item 4 b) of the Declarations.

- C. The Limit of Liability for the **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

VII. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. because of Exclusion V b) relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of this Section VII shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance, the **Named Insured** designated in Item 2 of the Declarations shall have the right to a 12, 24 or 36 month **Extended Reporting Period** for Claims first made against any **Insured** and reported to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein. In order for the **Named Insured** to invoke the **Extended Reporting Period** option, the payment of the additional premium set forth in Item 7 (a) (b) or (c) of the declarations for the **Extended Reporting Period** must be paid to the Underwriters within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Limit of Liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability.

- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 8 of the Declarations.
- F. At the commencement of the **Extended Reporting Period**, the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the **Extended Reporting Period**.

IX. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

X. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 8 of the Declarations and forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of a negligent act, error or omission that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 8 of the Declarations during the **Policy Period** of:
 - (1) the specific, negligent act, error, or omission,;
 - (2) the injury or damage which may result or has resulted from the negligent act, error, or omission; and
 - (3) the circumstances by which the **Insured** first became aware of the negligent act, error or omission.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when notice is received by the Underwriters through persons named in Item 8 of the Declarations.
- D. All **Claims** arising out of the same, continuing or related negligent act, error or omission shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported to the Underwriters. Such related **Claims** shall be subject to the each claim Limit of Liability identified in the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any negligent act, error or omission occurring prior to the termination date of the **Policy Period** and otherwise covered by this insurance.

- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

XI. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

XII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

XIII. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

XIV. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** by the Underwriters to prejudice such rights.

XV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or stop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

XVI. MERGERS AND ACQUISITIONS

A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and

- (1) the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;
- (2) the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
- (3) the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for negligent acts, errors or omissions that take place subsequent to the merger or acquisition. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A. above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

XVII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

XVIII. CANCELLATION

1. For the Master Policyholder

- A. This Policy may be cancelled by the Underwriters by mailing or delivering to the Master Policyholder at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Master Policyholder at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery (where permitted by law) of such written notice either by the Master Policyholder or by the Underwriters shall be equivalent of mailing.

- B. In the event of the cancellation of this master policy, the coverage hereunder shall run to its natural expiry date as specified in the declarations.
- C. The Master Policyholder may cancel this master policy by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.

In such event, we will retain the premium at short rate or 25% of the premium whichever is greater.

2. For the Named Insured

- A. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8 of the Declarations, written notice stating when the cancellation shall be effective.
- B. This Policy may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
- C. If the **Named Insured** cancels this Policy, the earned premium shall be computed in accordance with the attached short rate table and procedure.
- D. If the Underwriters cancel this Policy prior to any **Claim** being reported under this Policy, earned premium shall be computed pro rata.
- E. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to the Underwriters under this Policy on or before the date of cancellation.
- F. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XIX. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

XX. ENTIRE CONTRACT

By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and application are his or her agreements and representations, that this insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Underwriters relating to this insurance.

XXI. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction:
 - i. with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
 - ii. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means

- (1) any nuclear reactor;
- (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Section is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

XXII. SERVICE OF SUIT

A. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this insurance, the Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by the Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the designated entity in Item 10 of the Declarations, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court in the event of an appeal.

- B. The Entity designated in Item 10 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 10 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXIII. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in Item 11. of the Declarations.

XXIV. SEVERAL LIABILITY

Insurer's liability several not joint

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

XXV. LICENSURE

- A. It is a condition of the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses. .
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to Underwriters within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements, Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Section XVIII of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of **Professional Services** which took place subsequent to the date of withdrawal, revocation, denial, suspension or failure to renew.

XXVI. SHORT RATE CANCELLATION TABLE

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Insured** the Earned Premium shall be computed as follows:

- A. For insurances written for one (1) year:

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214	(7 months) 67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91 (3 months)	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73

99 - 102	.....	38	242 - 246	(8 months)	74
103 - 105	.....	39	247 - 250	.....	75
106 - 109	.....	40	251 - 255	.....	76
110 - 113	.....	41	256 - 260	.....	77
114 - 116	.....	42	261 - 264	.....	78
117 - 120	.....	43	265 - 269	.....	79
121 - 124	(4 months)	44	270 - 273	(9 months)	80
125 - 127	.....	45	274 - 278	.....	81
128 - 131	.....	46	279 - 282	.....	82
132 - 135	.....	47	283 - 287	.....	83
136 - 138	.....	48	288 - 291	.....	84
139 - 142	.....	49	292 - 296	.....	85
143 - 146	.....	50	297 - 301	.....	86
147 - 149	.....	51	302 - 305	(10 months)	87
150 - 153	(5 months)	52	306 - 310	.....	88
154 - 156	.....	53	311 - 314	.....	89
157 - 160	.....	54	315 - 319	.....	90
161 - 164	.....	55	320 - 323	.....	91
165 - 167	.....	56	324 - 328	.....	92
168 - 171	.....	57	329 - 332	.....	93
172 - 175	.....	58	333 - 337	(11 months)	94
176 - 178	.....	59	338 - 342	.....	95
179 - 182	(6 months)	60	343 - 346	.....	96
183 - 187	.....	61	347 - 351	.....	97
188 - 191	.....	62	352 - 355	.....	98
192 - 196	.....	63	356 - 360	.....	99
197 - 200	.....	64	361 - 365	(12 months)	100
201 - 205	.....	65			

B. For Insurances written for more or less than one (1) year:

1. If insurance has been in force for twelve (12) months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than twelve (12) months:
 - (a) Determine full annual premium as for an insurance written for a term of one (1) year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one (1) year the insurance has been

in force to the length of time beyond one (1) year for which the insurance was originally written.

- (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any **Claim** or any circumstance that could reasonably be the basis for a **Claim** is reported to the Underwriters under this Policy on or before such date of cancellation.



ERP

Diana Lorenz

Drafts Templates Request History

Current Request

2017 - 2018 ▼

Look up PO #

Or Req #

Dr Timothy Vollmer

Requisition #
109586

PO #
N/A

Author
Lorenz, Diana

Vendor
TIMOTHY VOLLMER

Vendor Contact
N/A

Terms & Conditions
N/A

Deadline Date
2017-07-03 00:00:00

Vendor Address

Request Type
Standard

Request Date/Status
07/03/2017 13:23:25

Order Contact
Diana Lorenz

Center/School Contact
ESE/SLS

Deliver To
0143 : EXCEPTIONAL ED DEPARTMENT

Line Items

Reference #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	
1	Contract	Contract for Dr Tim Vo	1.00	ea	40000.00	40000.00		
Total						40,000.00		

Allocations

Reference #	Fund ▾	Function ▾	Object ▾	Center ▾	Project ▾	Budgeted	Committed	Encumbered	Expended	Balance	Amount
1 ▾	0420... ▾	6110 ... ▾	310 ... ▾	0143... ▾	9080... ▾	40,000.00	40,000.00	0.00	0.00	0.00	40000.00
						Total					40,000.00