

**Contract No. 12-23-288  
Online Parenting Education Program**

**Contract For Service**

**Between**



**Cook County Government  
Office of the Chief Procurement Officer  
And  
The Center For Divorce Education**

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**Toni Preckwinkle  
Cook County Board President**

**Maria de Lourdes Coss  
Chief Procurement Officer**

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# PROFESSIONAL SERVICES AGREEMENT

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## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and The Center For Divorce Education of the State of Ohio hereinafter referred to as "Contractor", pursuant to authorization by the Cook County President on the 1st day of November, 2012, as evidenced by the attached Cook County Signature Page.

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for an Online Parenting Education Program. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

*Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Contractor agree as follows:

## TERMS AND CONDITIONS

### ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

### ARTICLE 2) DEFINITIONS

#### a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the

approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Department"** means the Cook County Using Department.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**b) Interpretation**

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1      Scope of Services
- Exhibit 2      Schedule of Compensation
- Exhibit 3      Evidence of Insurance

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Professional Liability

Vendor shall secure Professional Liability insurance coverage covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligation under this Agreement, and shall have a limit of liability of not less than \$1,000,000 with a deductible of not more than \$100,000.00. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of

three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

ii) **Additional Requirements**

(1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party except as authorized herein. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County except as authorized herein.

All data collected for the County of Cook as a result of the performance of the Contract (the "Documents") shall be the property of the County of Cook. The Contractor is hereby granted permission to disclose and use the data contained in evaluations of Children In Between Online submitted by Cook County users in any manner the Contractor sees fit if such use and/or disclosure does not reveal the source of the data, including but not limited to revealing the name of the user, the location of the user's litigation, or the location where the user completed Children In Between Online. The Contractor may disclose the data contained in evaluations of Children In Between Online submitted by Cook County users and reveal the location of the source of the data but only with the prior written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

Except as authorized herein, it shall be a breach of this Contract for the Contractor to reproduce or use any data obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. The County and its designees shall be afforded full access to the Documents and the data at all times.

**i) Patents, Copyrights and Licenses**

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contractor shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract. Contractor agrees to provide such information obtained from the subcontractor for transactions relating to the subcontract to the County upon request by the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a

period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontract Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist"

means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when authorized by the Cook County President and its term shall begin on November 1, 2012 ("**Effective Date**") and continue until October 31, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The Contractor will pay the County according to the Schedule of Compensation in the attached Exhibit 2.

## **ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

## **ARTICLE 7) COMPLIANCE WITH ALL LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Contractor warrants:
  - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics. Notwithstanding the above, Contractor may be permitted to use a publication written by an officer, agent or employee of the County that is beneficial to the Services to be provided by Contractor under this

Agreement provided that Contractor discloses that the author of the publication is a County officer, agent or employee who has not received any remuneration from Contractor.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. Notwithstanding the above, Contractor may be permitted to use a publication written by an officer, agent or employee of the County that is beneficial to the Services to be provided by Contractor under this Agreement provided that Contractor discloses that the author of the publication is a County officer, agent or employee who has not received any remuneration from Contractor. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a

conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Contractor's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Section 7a. in the performance of the Agreement.

(vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

## **b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and

neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other

remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by giving forty (40) days written notice to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective forty (40) days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

**e) Right to Offset**

In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f.) Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g.) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) Order of Precedence**

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Professional Services Agreement
- (2) Exhibit 1 – Scope of Services
- (3) Exhibit 2 – Schedule of Compensation
- (4) Exhibit 3 – Evidence of Insurance
- (5) Contractor's Response to the RFP dated July 13, 2012

**iii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its

performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**iv) No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a Contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board will be required.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The

Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or

Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or

certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:       Circuit Court of Cook County  
                              Richard J. Daley Center  
                              50 W. Washington, Room 1901  
                              Chicago, Illinois 60602  
                              Attention: Hon. Grace Dickler

and                        **COOK COUNTY CHIEF PROCUREMENT OFFICER**  
                              118 North Clark Street. Room 1018  
                              Chicago, Illinois 60602  
                              (Include County Contract Number on all notices)

If to Contractor:       The Center for Divorce Education  
                              1005 E. State Street, Suite G  
                              Athens, OH 45701  
                              Attention: Mr. Don Gordon

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12)        AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[ ] No [ ] Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

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

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

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

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

this 5 day of July, 20 12.

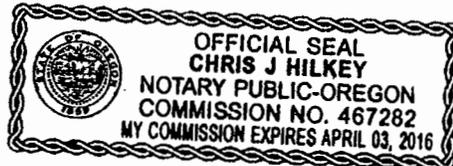
Notary Public \_\_\_\_\_

Notary Public CHJW

SEAL

SEAL

Jackson County  
Oregon



**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

## CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

### B. BID-RIGGING OR BID ROTATING

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

### C. DRUG FREE WORKPLACE ACT

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NONE	

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: X

b) If yes, list business addresses within Cook County:

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

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a)  The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name CENTER FOR DIVORCE EDUCATION DIBIA: CENTER FOR DIVORCE EDUCATION NO.: 31-1247232

Street Address: 1085 E. STATE ST, STE G

City: ATHENS State: OH Zip Code: 45701

Phone No.: 740-594-2521

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust  
SUBS (3)

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [      ] Yes [      ] No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

DONALD A. GORDON  
 Name of Authorized Applicant/Holder Representative (please print or type)

*Donald Gordon*  
 Signature

GORDON@MIND.NET  
 E-mail address

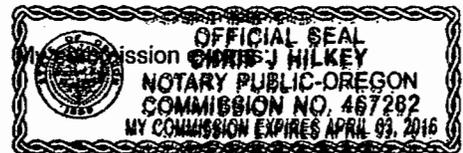
PRESIDENT AND EXEC. DIRECTOR, CDE  
 Title

7-5-12  
 Date

541-201-7680  
 Phone Number

Subscribed to and sworn before me this 5 day of July, 2012

X *[Signature]* Jackson County Oregon  
 Notary Public Signature



Notary Seal AP 9/3/14



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### DEFINITIONS:

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.



**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

\*\* **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION**  
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: CENTER FOR DIVORCE EDUCATION

BUSINESS ADDRESS: 1005 E. STATE ST., STE G  
ATHENS, OH. 45701

BUSINESS TELEPHONE: 740-594-2526 FAX NUMBER: 740-594-2521

CONTACT PERSON: DON GORDON

FEIN: 31-1247232 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: DONALD GORDON VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: Donald Gordon

ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

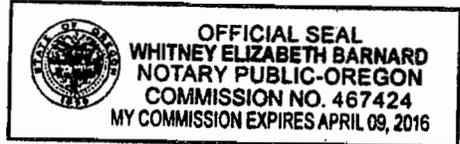
Subscribed and sworn to before me this

26<sup>th</sup> day of October, 2012.

x Whitney Elizabeth Barnard  
Notary Public Signature

My commission expires:

April 9<sup>th</sup> 2016



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



Date: June 22, 2012

Donald Gordon  
PO Box 5900  
Athens, OH 45701-5900  
USA

RE: Statement of Condition – Center for Divorce Education

This statement of condition was prepared in response to your request. We have reviewed our records and found the following:

A cursory review of Ohio tax account number(s), 52-554217, indicates that all tax returns have been filed and reported tax liability paid through 06/22/2012. There are no assessments against this account as of this writing.

This letter should not be considered a final determination of outstanding tax liability.

If you have any questions, please contact us at the appropriate number(s) below.

Taxpayer Services Division  
PO Box 182382  
Columbus, OH 43218-2382  
Phone: (888) 405-4039  
Fax: (614) 387-1851

Agent: VCA



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
J2/2009	200933500936	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

THE CENTER FOR DIVORCE EDUCATION DON GORDON  
583 PRIM ST  
ASHLAND, OR 97520

**STATE OF OHIO  
CERTIFICATE  
Ohio Secretary of State, Jennifer Brunner**

712360

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**THE CENTER FOR DIVORCE EDUCATION, INC.**  
and, that said business records show the filing and recording of:

Document(s)  
**CERTIFICATE OF CONTINUED EXISTENCE**

Document No(s):  
**200933500936**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 30th day of November,  
A.D. 2009.

Ohio Secretary of State



Ohio Secretary of State  
 Central Ohio: (614) 466-3910  
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

RECEIVED

NOV 30 2009

SECRETARY OF STATE

### STATEMENT OF CONTINUED EXISTENCE OF CORPORATION - NOT FOR PROFIT

The undersigned, a trustee, officer, or three members in good standing of the corporation named below, hereby verifies/verify that the corporation is still actively engaged in exercising its corporate privileges, and that:

1. The Charter Number is: **712360**
2. The exact corporate name is:  
**THE CENTER FOR DIVORCE EDUCATION, INC.**
3. The city, village or township in which its principal office is located is:  
**ATHENS**
4. The county in which its principal office is located is: **ATHENS**
5. The date of its incorporation is: **November 9, 1987**
6. The name of the current statutory agent is:

DONALD A. GORDON

7. The complete address of the current statutory agent is:

583 PALM ST.

ASHLAND, OR 97520

(P. O. Box addresses are not acceptable)

This document is signed by a trustee, corporate officer, or three members in good standing.

By: Donald A. Gordon

Note: If a new agent has been appointed on line 6 above, that agent must acknowledge his/her acceptance of such appointment below.

#### ACCEPTANCE OF APPOINTMENT

The undersigned, \_\_\_\_\_, named herein as the statutory agent for the corporation in line 2 of this statement, hereby acknowledges and accepts the appointment of statutory agent.

\_\_\_\_\_  
 Signature of Statutory Agent

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

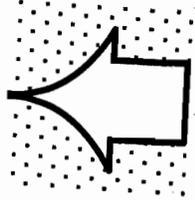
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Joni Presumore*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes Cos*

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER



DATED AT CHICAGO, ILLINOIS THIS 30<sup>th</sup> DAY OF October, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-23-288

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ Revenue Neutral  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

EXHIBIT 1

Scope of Services

## EXHIBIT 1

### The Center for Divorce Education Scope of Services:

This Scope of Services (Scope) describes the work to be performed by The Center for Divorce Education (“CDE”) to operate an Online Parenting Education Program pursuant to Section 404.1 of the Illinois Marriage and Dissolution of Marriage Act and Illinois Supreme Court Rule 924 for a period of three (3) years.

### The CDE Team & Partnering Consultants.

CDE currently operates out of two locations: Athens, Ohio (our headquarters) and Ashland, Oregon (our West Coast office). **The Executive Director and Co-Founder of CDE**, Dr. Donald A. Gordon, is also the program/curriculum developer as well as lead investigator for any research CDE pursues. Dr. Gordon is a clinical psychologist with an expertise targeting the reduction and prevention of delinquency. The CDE team is comprised of 16 individuals plus 4 additional support personnel who work “as needed” through CDE’s website design consultants at Concentric Sky. The Ohio headquarters is made up of 6 team members while the West coast operation coordinates efforts among 10 individuals.

Concentric Sky (CS) is a high-end design and development firm based in Eugene, Oregon which employs a staff over 50 and maintains a focus on web, mobile and enterprise services. CDE’s staff is self-sustaining in that it has the ability to handle all technical support issues “in house.” While there is occasion when an “issue” will present itself, necessitating further consultation with Concentric Sky, at no time will Concentric Sky interface directly with CDE clients (parents or the Courts).

For the purposes of this contract five (5) CDE team members have been designated as “key” or “lead” personnel to service the contract with Cook County; and one (1) member from the Concentric Sky team has agreed to participate in an “as needed” supporting role, to make a team total of six (6).

### Key CDE Personnel Comprising the Cook County Project Team:

While CDE has over 16 individuals on its payroll, the following people have been identified as most appropriate to serve in a lead position for this Cook County Project.

1. Donald A. Gordon, Ph.D. – President and Executive Director (also Program Developer)
2. Lisa R. Horwitch, Ph.D. – Deputy Director and Chief Judicial Liaison
3. Thurlin Maynard – CDE Ohio Office Coordinator and Senior Customer Service Associate
4. Christina Johnson – CDE Customer Service & Lead Technical Support Associate
5. Tomas Monter – CDE Spanish Technical & Customer Support Associate
6. Michael Biglan – Chief Technical Officer, Concentric Sky (Website Design & Administration)

## **Organizational Structure and Flow of Communication for the Cook County Project:**

Of the six (6) core team members listed above the following will serve in a “lead” capacity for specific elements of this project. All others will serve to support these lead roles:

1. ***For Technical & Customer Support Issues = Christina Johnson***

Ms. Johnson has assumed the Lead position for technical and customer. For technical issues, members of Cook County or individual clients may seek assistance directly from Ms. Johnson and her team.

2. ***For Technical & Customer Support Issues in Spanish = Tomas Monter***

Mr. Monter serves to help translate curriculum, marketing materials, and provide technical and customer support to Spanish speaking clientele. Mr. Monter is available to interact with users 7 days a week from 9am-5pm Pacific Standard Time. Should Mr. Monter’s assistance be necessary, clients may call or send an e-mail to the Ohio office at which point the communication is promptly relayed to Mr. Monter. Mr. Monter will respond within 24 hrs. or less.

3. ***For technical issues that are outside the scope of Ms. Johnson’s ability***, those matters would be passed onto the Deputy Director (Lisa Horwitch) and Executive Director (Don Gordon) to determine next steps. If advanced trouble shooting is warranted, it may include contacting Concentric Sky to help resolve.

4. ***For all other matters that are outside the scope of technical support*** but for which the Court feels are necessary to address (e.g. any matter that relates to the smooth and effective implementation of this proposal), that communication should be directed to the Deputy Director (Lisa Horwitch) and/or the Executive Director of CDE (Don Gordon).

5. ***For the purposes of the Cook County Project***, Concentric Sky has assigned Mr. Mike Biglan to act as its representative. Mr. Biglan will continue to interface directly with CDE as it relates to the Cook County Project and appropriately assign Concentric Sky staff to attend to any issues that may arise. Mr. Biglan serves as the Chief Technical Officer for Concentric Sky.

### **HOW WILL CDE HELP COOK COUNTY?**

Specific to Cook County, CDE’s online program Children In Between Online (“CIBO”), will help to (1) alleviate the identified burden that has been placed on the Cook County Marriage Family & Counseling Service (“MFCS”) through an increased demand for parent education offerings – due to increase in filings; and (2) make the parent education requirement more accessible to families earlier on in the process. By providing both an in-class option (Focus On Children) and an on-line option (Children In Between Online), families will be able to choose the format that best fits their needs in that moment. The parents will then be able to complete this requirement in a timely manner. Further, providing an additional option for parents to choose between will most certainly help to relieve any added strain currently placed on MFCS to try and increase the number of face-to-face courses offerings per month, while also working to balance the workload of its mediators, parent coordinators, counselors, and more.

## PROPOSED PLAN OF ACTION, IMPLEMENTATION AND SOLUTION

### What is *Children In Between Online* (formerly known as: *Children in the Middle Online*)

CIBO is an evidence & skills-based co-parent education course that provides parents the opportunity to learn specific communication skills that will (a) improve their interaction during the stressful time of a divorce or separation; (b) reduce conflict; and (c) support the healthy development of relationships between parent and child. **The outline for the CIBO course was developed based on years of research.**

This skills-based course is highly interactive and holds the distinction of being the only commercially available evidence-based co-parenting class listed on the National Registry of Evidence-based Programs and Practices (part of the U.S. Department of Health & Human Service's SAMHSA division).

A Skills-based course is designed to give participants some actionable tools. The skills-based class focuses on specific areas where parents can target their attention and shift their own behavior. While all three modes of delivery gain high "parent satisfaction" ratings in exit interviews and evaluations (e.g. did you think the class was worthwhile – or did you like it?), it is only a skills-based model/approach that research supports as providing evidence for actually changing parents behavior.

Using these five common themes, the *Children In Between* curriculum was developed. Throughout the online format, parents are challenged to think about how they might handle each scenario depicted. Through guiding questions and quizzes parents interact with the material and learn new skills and acquire tools to use beyond the class forum. Once successfully completing the course, these same parents are provided an additional opportunity to receive ongoing e-mail reminders in the form of "practice exercises." These exercises help to reinforce the material learned in the online classroom and serve to support parents turning that new skill into a well practiced new habit.

#### **A. Course Type & Method of Delivery:**

**The *Children In Between Online* course is offered via the Internet and available to clients 24 hours a day, 7 days a week.** Parents need access to the Internet, which can be attained through their own home computers or computers located at local libraries, schools, friends homes, or even court houses (those that provide access to clients). It is not necessary to complete the course in one sitting, however if a user were to do so the course would take approximately 4-5 hours to complete. After subscribing, the user receives a letter from CDE which provides them with a pass-code to access the course and instructions. The pass-code is good for 30 days, during which time the parent can log-in and -out of the course as many times as needed until completing the total course. This allows parents the flexibility to complete the course in a timeframe that best fits their schedule, child care responsibilities, and/or work schedule(s).

**The CIB Online class is intended to initially be utilized by parents only.** While the program does include a booklet that can be used with the children (CIB II: A Parent & Child Workbook), parents should complete the course first, and only after that time, decide if they want to encourage their children to participate with them for discussion purposes (e.g. viewing the video vignettes again). Typically, after the parents have each completed the course, if one or the other (or both) decide to invite their children to watch the vignettes with them, this often results in the parent(s) gaining an additional perspective on these situations (e.g. the child's perspective) that is quite different from their own or what they might imagine. Finally, to be clear, the CIB Online class is intended for use by one person at a time. Parents do not take the class together, rather individually. The benefit of this process ensures that each participant is gaining the skills & knowledge being taught by the class.

**The outline for the CIB Online course was developed based on years of research.** As mentioned above, the CIBO curriculum focuses on the five most common themes that research has identified as the predominant ways in which parents place children in the middle of their conflict and thus create loyalty binds. The information provided below will provide a step-by-step process for how the online course is implemented from start to finish.

**B. General Goals, Objectives, & Program Standards.** The general goals, objectives, and program standards of CIBO as developed include to: (1) make parents aware of their behavior; (2) show them different ways of doing; (3) allow them to consider and practice the new skills; (4) test their acquisition and retention of skills and attitudes that promote cooperative co-parenting; and (5) provide them with ongoing support to keep the skills in the forefront of their minds and encourage practice of the different approaches until the skill becomes habit.

The research conducted on the CIB program has proven that the effectiveness of this course reveals **these objectives/goals are successful towards:**

1. changing behavior;
2. reducing parental conflict;
3. reducing the exposure children have to parental conflict;
4. improving parental communication and cooperation – especially during this traumatic transition;
5. improving parenting skills (e.g. providing parents with skills that can be used to engage their children in a positive fashion, remain part of their lives, and be a positive influence); and
6. improving the adjustment for children going through the transition of a divorce.

**C. Instructional Techniques.**

The CIBO class is designed to ensure that the user is highly engaged with the material tapping into the visual, auditory, and kinesthetic modalities of learning. Important to

note: all written portions of the course found in the five vignette sections are also narrated. This further facilitates learning, especially for individuals who have a more difficult time with reading. The latest edition of the *What About the Children* booklet is written at a sixth (6<sup>th</sup>) grade reading level. All of this is an effort to ensure access to the information by a wider scope of people. Finally, research shows that by engaging all three modalities of learning (visual, auditory, and kinesthetic), parents are able to digest and retrieve the important information being covered by the class and thus be successful in completing the assessments included (5 Quizzes 1 Test). This skills-based approach is the only method of curriculum delivery that has evidence that proves any long lasting behavior changes.

**D. Course Outline (Step-by-Step):** (Total Time: 4-5 hours)

Note: CDE agrees to consult and obtain the approval of Marriage and Family Counseling Services and the Presiding Judge of the Domestic Relations Division of the Circuit Court of Cook County before making any substantive changes to CIBO as it exists at the time of execution of this contract, including but not limited to deleting material, adding new material and/or modifying material. If the County fails to object to the changes proposed within 14 days after receiving the notice for approval, then the changes will be considered accepted by the MFCS and the Court of Cook County

1. **The program begins with** the user visiting the website: <http://online.divorce-education.com> selecting their language of choice – **CIBO is offered in either English or Spanish** -- and then taking the steps to purchase and subscribe. After purchasing their 30 day subscription, the client is sent a letter welcoming them and providing their access information (see attachments for example).
2. **Upon initial log-in** the user is asked:
  - a. **to select their State and County** (this allows the appropriate State or Local resources to load into the main classroom forum for users to access)
  - b. **to initial a statement:** "Under penalty of perjury I am the person required to take this class, and no other person is taking this in my place."
3. **Notifications Page.** After completing the steps noted in #2, at the front-end of the class CDE has the ability to upload and post any notifications that the Circuit Court of Cook County may need families to see. If this is something the Court would like to use, a representative from the Circuit Court of Cook County should provide CDE with an electronic version of the necessary information. The CDE key staff will ensure the information is uploaded to the front-end of the course for families to see upon log-in. CDE will also include this same information under the Resources tab, which parents can access through the life of their subscription.
4. **Orientation Video.** After reviewing the required notifications page – the user is then asked to select "Married" or "Never Married" depending on their status; at which point the user is then taken to the orientation video that fits their selection to view. The orientation shows a Superior Court Judge (from Minnesota) talking, in general, about the divorce/legal process in the United States. The video touches upon what

parents should be aware of, including their options for mediation versus a court hearing, and possibly reconciliation. The orientation video does remind users to *“check with their local court as every state and court may have procedures that are a bit different.”* Key legal terms are introduced including information around roles of participants in the Court, Alternative Dispute Resolution (ADR) methods that many courts now provide (e.g. mediation, collaborative practices, etc) and much more. The orientation video is approximately 13 minutes in duration. If the Circuit Court of Cook County wishes to include its own orientation/introductory video, CDE agrees to include the video in CIBO for Cook County litigants.

5. **The Main Class Forum.** After viewing the orientation video the user enters the main class forum. There the user finds five “live” family scenarios from which to choose (and a sixth, concluding section that will become “live” once the other sections have been successfully completed). Via streaming video, each of the five scenarios depicts the most common challenges co-parents face. These five vignettes cover the five most common ways research has identified parents place their children into loyalty binds. These include: (a) Carrying Messages; (b) Put Downs; (c) Discussing Money Matters; (d) Quizzing children about the other parent’s home/life; (e) Long Distance Parenting. (see colored research summary sheets included in packet for reference)

Under each of the five family scenarios, users interact with the material making choices from two possible solutions to the challenges posed. Users watch each video, then go through a question and answer format which helps them to critique what they just viewed. Moderators help to focus the user’s attention on the specific behaviors that are being addressed. After watching one solution, parents are redirected to view the second. Parents cannot skip any segment and are required to view all in order to successfully move through each of the five sections. By viewing the two different “ways of doing” each situation, this provides a visual example for the user to consider where he/she often recognizes the “self” within one of the two approaches.

Skills are taught throughout the program, which require user interaction and quizzing, resulting in learning and retention of the skills and attitudes that promote cooperative co-parenting. **If a user allows the program to sit idle (without interacting) after a period of time (approx. 10 min), the program will automatically log-off,** requiring the user to log back in and start over at the point where the program logged the user out.

At the end of each of the five sections, the user is quizzed on the material covered. The user must pass each section quiz at 70% or higher in order to be successful. Each of the five sections takes a minimum of 30 minutes but could go as long as 60 minutes to complete, depending on the self-pacing of the user. The total time for completing 5 Sections is 3 hours on average.

At no point can the user fast forward or skip sections of the class. The user can, however, go back to a previous section by clicking on the “back” button.

- 6. Booklets & Final Exam.** After completing the interactive video portion of the program and successfully passing the five quizzes associated with that material, the sixth and “concluding” section is shown to be “live/active.” At this point, users utilize the two booklets downloaded from Course Materials tab located in main class forum. Users are told about the booklets and where to find them (1) in the initial letter he/she receives which also provided their pass-code (see sample in Attachments); and (2) as a reminder when they first enter the main class forum. The booklets are accessible under the “Course Materials” tab of the classroom. Hardcopies of these booklets have been provided for your review with this application (booklets: *What About The Children*, and *Children In Between II: Parent/Child Guidebook*).

In this sixth “concluding” section, the moderators remind the users to read the booklets.

The two booklets go into further detail on topical areas including but not limited to: domestic violence; the emotional impact of divorce on both adults and children; authoritative parenting – explaining what this is/looks like; long distance parenting and the importance of frequency of contact with the children; roles of parents and the permanency of this parenthood and co-parenting; stressors of single parenting; emotional impact of divorce on children broken down by age groups; the needs of children and how they react/act; problems caused by a father’s absence – and the long-term impact this has on a child; as well as further strategies for parenting plans and conflict resolution strategies for keeping the child out of the middle.

Users are then tested on the content of the *What About the Children* booklet, and must pass at 70% or higher in order to be successful. For all quizzes and the final test, the user can make unlimited attempts to take and pass each. Because parents take the quizzes & test in an “open book” format, it is typical that if a parent is not successful in the first attempt, he/she will pass at the second attempt. (Total Time: average 1.5 hours)

- 7. Upon successful completion of the quizzes & test** parents are taken to the final section of the course which is optional and includes segments on alternatives to divorce.

Users are presented with four different situations and asked to select the one that best fits the user’s circumstances or the user can skip this portion of the program entirely. After selecting one, the user watches a video presented on that specific topic. The video is clear to mention that if there is domestic violence, intimidation, or fear for personal harm present in the relationship, then the person has taken the most appropriate step to seek a divorce. After concluding the video, the user is then taken directly to the course evaluation.

**(Total Approx. Time for viewing Alternatives to Divorce Segment: 20 min.)**

In the event the user has not been in the class for the minimum requisite 4 hours, a message will appear letting the user know how much time he/she has been in the course and direct them to additional material that will allow time on task to meet the 4 hour requirement. Once the final time commitment has been reached the user will be directed to the course evaluation.

8. **Evaluation/Survey.** Upon successful completion of the course, parents are asked to complete a 10 question survey prior to exiting the course. This "basic" questionnaire is standard and provided to all taking the course. There are no identifying markers on the evaluation that would link that information back to a specific parent. As such this provides the parent a way to respond anonymously. This also provides immediate feedback and input on how parents are feeling about what they experienced and their intention for using the skills covered in the course into the future.

After completing the course evaluation the user proceeds to the "Results" page where the certificate of completion can be accessed.

9. **Resources:** Once a parent logs into the online class, there is a "Resources" tab they will see and be able to access. Under this tab there are several categories, one of which includes local resources. At present CDE has created a local resources listing for Cook County. If there are additional items the Court would want to include, a court representative simply provides an electronic copy of the item(s) and CDE's staff will ensure the item is upload and available on the site.

The Resources tab provides an opportunity for the Court to ensure that all necessary handouts are provided to families whether they are taking the in-class offering (Focus On Children) or the on-line format (Children In Between).

In addition to the local resources provided, the other resource categories include Domestic Violence (a link to the National Hotline and website); Ask the Experts; and ongoing access to the Alternatives to Divorce Videos presented by Dr. Bill Doherty. Parents have the option to visit this section and review all even after successfully completing the course.

10. **Certificate of Completion.** To successfully complete the course, the scoring of the quizzes and test is weighted. If a parent scores higher on the final test (WAC booklet) than the quizzes (or visa-versa) and the overall achievement for both is at 70% or greater, the parent is considered to have successfully completed the class.

Once a parent completes all five (5) quizzes and the final test at a 70% or greater, the user is deemed to have "successfully completed" the course. A Results page will show the test scores and give the user the option of e-mailing a certificate of completion to the Court, an attorney, self; or printing off a copy to mail or fax to the Court or attorney. Additionally, an evaluation of the course (user's experience) can

be added at this juncture of the program. CDE is developing a generic evaluation that can be used by any court but also gives courts the option of customizing the evaluation to include additional criteria that the Court may be interested in knowing.

11. **Ongoing practice and skill development.** In an effort to ensure ongoing practice of the skills learned in the course, at the end of the class parents are given the option to receive, for one (1) year, ongoing monthly e-mail reminders (prompts) to practice the skills they have acquire in the class. This service is provided at no additional cost. Research shows that when newly acquired skills are practiced and brought to the forefront of the mind, the transfer of that skill to practice becomes easier over time (creating a new habit and behavior).

**Important to note:** throughout the CIBO program (vignettes and booklets) a central theme includes the responsibilities of parents of divorce. This includes parent responsibilities such as:

- a. Shielding their kids from conflict (the parent/adult conflict),
- b. Encouraging their children to maintain a relationship with the absent parent (as appropriate – e.g. absent Domestic Violence or known abuse),
- c. Remaining involved in their children’s lives through activities, participating in school work/homework, and generally becoming more sensitive to their children’s needs.
- d. Permanency of the Parental Role and Shared Parenting.

**E. Languages.** At present, the *Children In Between Online* course is **offered in either English or Spanish**, allowing users to decide to take the course in their language of preference. CDE will work with the Court to assess the level of need for additional language options, identify the priority languages to include, and examine the possibility of translating the CIBO course into those languages that would best serve these priority populations within Cook County. The CIBO course may be provided in additional languages, if agreeable by both CDE and the Court.

**F. Technical Support & Inquiries.** CDE currently provides Technical Support seven (7) days a week and has five (5) Technical Support Associates. Of these associates, two (2) have specifically been designated as “key team members” to help provide services to Cook County. The first is the Lead Tech & Customer Support Associate with the second being the Spanish Tech Support Associate. While these two individuals have been designated as “lead” for Cook County, any other CDE employees who may be working a Tech Support shift will also be available to assist clients.

Clients can access CDE’s Technical Support team by calling our toll free number (877)874-1365 or sending an e-mail to: [info@divorce-education.com](mailto:info@divorce-education.com). Office hours are Monday through Friday 7:00 a.m. to 7:00 p.m. On weekends the Tech Support Team share a rotation utilizing a mobile phone to ensure coverage is maintained. Technical issues or inquiries will be responded to within a 24 to 36 hour period.

Note: Fee Waivers are processed within 48 to 72 hours of receipt. The client must fax, e-mail or send via U.S. Post Office a copy of their court approved fee waiver. The CDE staff will receive that correspondence Monday through Friday, and process by confirming the authenticity of the form, and then issuing the account. If this information arrives to the CDE headquarters after hours on Friday-Sunday, the request will not be processed until Monday.

Finally, as the Program Developer, Dr. Gordon remains available to answer any questions users may have that are specific to course content.

**G. Timing of Course (ensuring minimum of 4 hours as per Illinois Supreme Court Rule 924)**

CDE will ensure that the CIBO course is monitored for "time-in-class" to verify that each participant from Illinois is spending at least 4 hours with the material as required by IL Supreme Court Rule 924. A function of this will include a message at the front end of the course that lets families know that they are required to spend a minimum of 4 hrs in the class; and a subsequent message at the back-end of the class will pop up if the parent has *not* spent the requisite 4 hrs with the material in the class. This message will convey a message that is similar to: *"You have spent a total of # hours in the class. You are required to spend a minimum of 4 hrs with the material. Please click here to continue with the course and complete the required time."*

At this point, the user will be redirected back into the class where he/she will interact with practice exercises and also be given an opportunity to revisit the video vignettes and other information provided within the existing class forum.

**H. Scope of Work: Program Course Fees & Requirements:**

**CENTER FOR DIVORCE EDUCATION**  
**PRICING INFORMATION SHEET**

**PRODUCT (Format) :** **Children In Between Online Co-Parent Education**  
(For Families in Transition: Divorcing, Divorced, or Never-Married Living Apart)

**PRICE FOR CLASS:** The Contractor will pay the County according to the Schedule of Compensation in the attached Exhibit 2.

**The subscription includes:**  
one (1) individual pass-code good for 30-days  
two (2) booklets, accessed & downloaded Online.

This price shall remain the same for the full term of the contract which is three (3) years. The Circuit Court of Cook County will receive a rebate from CDE in the amount of 10% of all fees paid during this time period by Cook County litigants for Children In Between Online. Payments on the rebate shall be made on a quarterly basis beginning December 31, 2012, and for successive years on March 31, June 30, September 30 and December 31 thereafter. Payments shall be made payable to the Cook County Treasurer, and shall be delivered to the attention of James R. Anderson, Chief Financial Officer, Office of the Chief Judge, 2604 Richard J. Daley Center, Chicago, Illinois 60602. If at any point the Court decides to split this contract between 2 or more online providers, the price indicated may be subject to change.

**OTHER PROVISIONS:**

**Indigent Status & Fee Waivers:**

For clients whom the Court grants a course fee waiver, CDE will honor the Court's decision and issue a pass-code so that the client pays no fee. The fee waiver policy is described in the attached Exhibit 2

**Booklets (shipping option):**

Each subscription includes two (2) booklets – What About the Children + Children in the Middle II: A Parent & Child Guidebook.

Once in the class forum, under the “Course Materials” tab, each user has access to these two booklets required for reading and successfully passing the course. This access allows the user to download the booklets to read on their computer or print (should they desire). Users are reminded of this access through correspondence and once in the class itself.

While it is a rare occasion, some users prefer to have the booklets shipped to them (sample hard copy provided in this RFP response). During the registration/payment process, users are given the option, up front, to have the booklets shipped to them. There is a nominal fee associated with shipping the two booklets (currently \$8.00 = the shipping cost). The amount of the shipping cost would not be considered part of the “collected course fee”) and

therefore not included in the 10% rebate issued to the Circuit Court of Cook County.

**RENEWAL OPTION:**

The term of this contract is three (3) years with the option to renew the contract if both the parties to the contract agree.

If within three (3) years Cook County desires to renew this contract, 90 days prior to the expiration of this contract the issue of the price litigants pay to access CIBO will be revisited by CDE, the Circuit Court of Cook County and the Cook County Procurement Office to examine all possible options that might be available. This may include keeping the price of the program the same for litigants, reducing the price, or increasing the price.

**I. Upon execution of this contract the Circuit Court of Cook County will provide to CDE the following:**

1. The names of two (2) Circuit Court of Cook County personnel to act as point of contact for implementing this contract:
  - a. The first contact will be someone that the CDE staff can use to contact should the authenticity of a fee waiver be in question; and to ensure the supply of brochures and flyers provided by CDE is sufficient.
  - b. The second contact will be used as a "back-up" in case primary contact provided is not available or is no longer with the Court.
2. The Court will confirm the information provided on the step-by-step form that will be included in packets that parents receive. This includes confirmation for where the certificate of completion should be delivered and the mode of delivery (i.e., e-mail, hand deliver, mail, fax). CDE has provided a draft/mockup version of this step-by-step form to the Court to amend as appropriate. The Court will return this document to the CDE staff for processing.
3. The Court will provide a list of any additional local resources that it wishes CDE to upload to the CIBO website for Cook County clients to access. This information can include, but is not limited to, items that are currently handed out in the face-to-face class (Focus on Children) – to ensure alignment of resources made available to parents county-wide from both the on-line and in-person classes.
4. CDE will be provided with a total number of brochures and flyers the Court will need to begin implementation. The Court will provide a total number requested for brochures in English & Spanish as well as flyers in English & Spanish to be included with materials provided to families required to attend parent education.

5. Court Application for Fee Waiver.
  - a. The Court will provide to CDE staff one (1) copy of the form the Court uses to determine fee waivers. CDE will be provided with the name and contact information of a contact person that CDE may contact to verify the authenticity of fee waivers.
  - b. As appropriate, the Court will provide a list of names for those individuals (or key personnel) who are designated signatories to approve the Court fee waiver.
6. Local Rule & General Orders. The Court will provide a copy of the amended Local Rule and sample of the General Order that reflect (1) language that includes an option for online parent education; and (2) in the general order, names the CDE's Children In Between Online as the approved provider/course of online parent education.
7. Awareness Campaign & Education.
  - a. The Court will provide to CDE a list of names for the Cook County Judicial Officers who handle Domestic Relations cases. This list will be used for the sole purpose of introducing CDE to the Judicial Officers and allowing CDE to work with the Family Law Presiding Judge to provide each Judicial Officer with brochures/flyers for their individual courtroom to use as he/she deems appropriate.
  - b. The Court, through the Presiding Judge of the Domestic Relations Division, will advise the Judicial Officers of the Domestic Relations Division of the implementation of the program and will provide said officers with the contact information of CDE principals.
8. Upon execution of this contract and the receipt of the above mentioned items, CDE will provide to the Court the following items at no cost:
  - a. CDE will provide one (1) manager's account granting the user access to CIBO in order to enable monitoring of the CIBO class forum for consistency in quality and material described in the RFP and in keeping with this contract.
  - b. CDE will provide a supply of brochures (English & Spanish) for the Court to disseminate to parents, judicial officers, and throughout Cook County in all court locations that handle Domestic Relations cases. CDE will replenish supplies when requested.  
CDE will provide a supply of flyers (English & Spanish). CDE will supply the Court with flyers to use in the filing packets provided to family members; and to provide to Judicial Officers who desire such material to provide directly to parents. CDE will replenish supplies when requested.
9. CDE and its designees (Drs. Gordon & Horwitch) will be available to work with the Court and participate in any formal/informal announcement that the Court may deem appropriate as it begins to implement this new option/resource being provided to families in Cook County.

EXHIBIT 2

Schedule of Compensation

## EXHIBIT 2

### The Center for Divorce Education Schedule of Compensation:

The Cook County Marriage Family & Counseling Service ("MFCS") currently provides an in-class parent education program (Focus On Children) for parents from Cook County pursuant to Section 404.1 of the Illinois Marriage and Dissolution of Marriage Act and Illinois Supreme Court Rule 924. The Circuit Court of Cook County is contracting with The Center for Divorce Education (CDE) to provide an online alternative parent education program for Cook County families in transition to (1) alleviate the burden that has been placed on MFCS through an increased demand for parent education offerings – due to increase in filings; and (2) make the parent education requirement more accessible to families earlier on in the process.

This Schedule of Compensation describes the participants' cost for Cook County's online alternative parent education program as provided by CDE under the terms of this contract. It is acknowledged that neither Cook County nor the Circuit Court of Cook County are required to issue any payments to The Center for Divorce Education (CDE) under the terms of this contract.

### CENTER FOR DIVORCE EDUCATION PRICING INFORMATION SHEET

**PRODUCT (Format) :** **Children In Between Online Co-Parent Education**  
(For Families in Transition: Divorcing, Divorced, or Never-Married Living Apart)

**PRICE FOR CLASS:** **\$39.95 per subscription, includes:**  
one (1) individual pass-code good for 30-days  
two (2) booklets, accessed & downloaded Online.

This price shall remain the same for the full term of the contract which is three (3) years. The Circuit Court of Cook County will receive a rebate from CDE in the amount of 10% of all fees paid during this time period by Cook County litigants for Children In Between Online. Payments on the rebate shall be made on a quarterly basis beginning December 31, 2012, and for successive years on March 31, June 30, September 30 and December 31 thereafter. Payments shall be made payable to the Cook County Treasurer, and shall be delivered to the attention of James R. Anderson, Chief Financial Officer, Office of the Chief Judge, 2604 Richard J. Daley Center, Chicago, Illinois 60602.

**PAYABLE BY:**

**Individual Client/Subscriber by Credit Card (Visa/MC) or Check (Personal/Money Order).**

Subscriptions are paid Online directly to CDE, through program website secure means (<http://online.divorce-education.com>).

**OTHER PROVISIONS:**

**Indigent Status & Fee Waivers:**

For clients whom the Court grants a course fee waiver, CDE will honor the Court's decision and issue a pass-code so that the client pays no fee.

To accomplish this fee waiver policy, CDE will adhere to the provisions prescribed by the Circuit Court of Cook County for determining Indigent Status. CDE will accept as proof of eligibility the completed and court signed Cook County form or alternative form which is approved and used by the Cook County, Family Court, of Illinois for determining / approving fee waivers.

Once a client has obtained a court signed form or alternative court approved fee waiver, the client will then provide (via e-mail, fax, or regular U.S. mail) to the CDE a copy of this approval, **along with his/her name, e-mail address and phone number**. Upon receipt, one (1) "waiver pass-code" will be issued (via e-mail) to the user.

At the end of the first year, CDE & the Circuit Court of Cook County will review the number of Fee Waivers issued during the first 12 month period and, if requested, renegotiate the number of fee waiver accounts that will be allowed ongoing.

**Expired Pass-Codes:**

Each subscription provides one (1) pass-code good for 30-days. During such time the user has access to log in and out of the course as often as he/she wishes until successful completion of the course. The program can take up to 4-5 hours to complete, and CDE recognizes that most clients do not complete the course in one sitting. In the case where a client does not complete the class within the provided 30-day subscription, the initial access code will expire. Upon

expiration, the client would be required to pay an additional \$39.95 to reactivate his/her account and start the program over.

**Waiving an additional \$39.95 fee or reducing** said amount, due to expired pass-codes, will be at the discretion of CDEs' President/Executive Director or designee. Any such action will be decided on a case-by-case basis.

**Expired Fee Waiver Accounts:** For those cases where a client has received a fee waiver as determined by the Circuit Court of Cook County, any request for additional time on this same "fee waiver" pass-code may be assessed an administrative processing fee not to exceed \$15. Such action is decided on a case-by-case basis, and at the discretion of CDE's President/Executive Director or designee.

**Fees Collected for Extending Expired Accounts:** The fees that CDE collects when an account has expired shall not be considered part of the calculation for "collected course fees" and therefore not assessed the 10% rebate returned to the Circuit Court of Cook County. CDE views the 10% rebate to be appropriate and acceptable for all those subscriptions that are initially established and completed.

**Booklets (shipping option):** Each subscription includes two (2) booklets – What About the Children + Children in the Middle II: A Parent & Child Guidebook.

Once in the class forum, under the "Course Materials" tab, each user has access to these two booklets required for reading and successfully passing the course. This access allows the user to download the booklets to read on their computer or print (should they desire). Users are reminded of this access through correspondence and once in the class itself.

While it is a rare occasion, some users prefer to have the booklets shipped to them (sample hard copy provided in this RFP response). During the registration/payment process, users are given the

option, up front, to have the booklets shipped to them. There is a nominal fee associated with shipping the two booklets (currently \$8.00 = the shipping cost). The amount of the shipping cost would not be considered part of the "collected course fee") and therefore not included in the 10% rebate issued to the Circuit Court of Cook County.

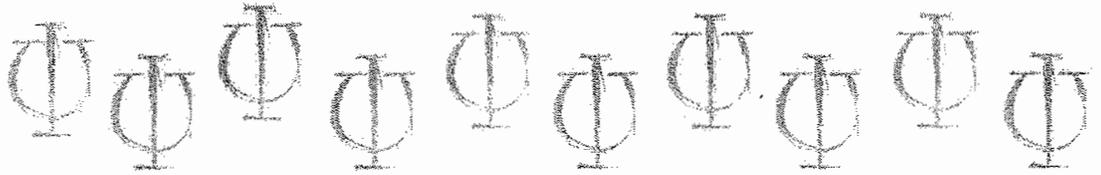
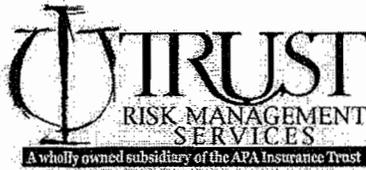
**PRICING FOR  
EVALUATIONS:**

An evaluation consisting of collecting: basic statistics (attendance, demographics, etc), conducting an analysis and summarizing results from a basic questionnaire completed by the participants (includes impressions of the course, efficacy, and more) and provided on CIBO site as an "exit" survey will be available to the Circuit Court of Cook County upon request.

**COST: No Cost to Court**

EXHIBIT 3

Evidence of Insurance



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

October 12, 2012

Dr. Donald A Gordon  
583 Prim St  
Ashland, OR 97520 1521

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G26201779

Dear Dr. Donald A Gordon:

Congratulations, welcome, and thank you for choosing the Trust Sponsored Professional Liability Program.

**Enclosed is your Trust Sponsored Professional Liability Insurance Policy**, which includes a Memorandum of Insurance. We urge you to read your policy and notify us if any changes are necessary.

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

This initial policy packet includes all forms and endorsements related to your Trust Sponsored Professional Liability Insurance Policy. Please keep this packet in a safe place and use it as your point of reference for your insurance coverage for this policy term.

In an effort to conserve resources and "go green" in future renewals, we will no longer be sending you a copy of your insurance policy form. You will be able to request your insurance policy form by accessing your account at the Online Service Center at [www.apait.org](http://www.apait.org) or by contacting our Customer Service Center.

**Be sure to verify your Online Service Center account at [www.apait.org](http://www.apait.org).** Your account is available 24 hours a day, 7 days a week, with anytime access to your Trust Sponsored Professional Liability Insurance Policy. You can also request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes to your policy, update your personal information, and (if eligible) **renew your policy**. For your convenience, we have provided your user name at the bottom of this letter. If you wish to change any of these credentials you may do so by logging into the Online Service Center and clicking on Customer Service.

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

Sincerely,

Jana N. Martin, Ph.D., President  
Trust Risk Management Services, Inc.

Licensed Producer - Heath Benas, CA #0D95636, FL #E013597. Principal Place of Business - Maryland. Insurance Carrier - Underwritten by ACE American Insurance Company, Philadelphia, PA. ACE USA is the U.S.-based retail operating division of the ACE Group headed by ACE Limited (NYSE:ACE) and rated A+ (Superior) by A.M. Best and AA- (Very Strong) by Standard & Poor's (ratings as of July 22, 2011). Administered by Trust Risk Management Services, Inc.

**OSC User Name: drdongordon**



ACE American Insurance Company

Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declarations

PRODUCER NUMBER 273865

DATE OF ISSUE October 12, 2012

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

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

Item	POLICY/CERTIFICATE NUMBER: 58G26201779		
1.	<b>Named Insured:</b>	Dr. Donald A Gordon	
	<b>Address:</b>	583 Prim St	
	<b>City, State &amp; Zip Code:</b>	Ashland, OR 97520 1521	
2.	<b>Policy Period:</b>	From: 09/28/2012	To: 09/28/2013
	12:01 A.M. local time at the address shown in Item 1.		
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>	<b>PREMIUM</b>
	Professional Liability	\$1,000,000 Each Incident	\$245.00
	Wrongful Employment Practices	\$3,000,000 Aggregate \$5,000 Aggregate	
		<b>REIMBURSEMENTS</b>	
	Licensing Board Defense	\$5,000 per Proceeding	
	Other Governmental Regulatory Body Defense	\$5,000 per Proceeding	
	Deposition Expense	\$5,000 per Insured	
	Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate
	Assault and/or Battery		\$1,000 Aggregate
	Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident
	Surcharge(s)		
	Total Premium		\$245.00
4.	Retroactive Date	09/28/2012	
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF15217a, CC-1K11g (01/11), PF17914 (02/05),		
6.	<b>Notice of claim should be sent to:</b> Trust Risk Management Services, Inc. 181 W Madison St Ste 2900 Chicago, IL 60602	<b>All other correspondence should be sent to:</b> Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	<b>REPRESENTATIVE:</b>	Agent or broker:	Trust Risk Management Services, Inc.
		Office address:	1791 Paysphere Circle
		City, State, Zip	Chicago, IL 60674
		Website:	www.apait.org
		Phone:	1.877.637.9700



# Psychologists' Professional Liability Policy (Claims Made)

## NOTICE

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

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

### I. INSURING AGREEMENT

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

### II. DEFENSE AND SETTLEMENT

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

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

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

### III. PERSONS INSURED

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

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

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

#### IV. LIMIT OF LIABILITY

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

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

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

#### V. SUPPLEMENTARY PAYMENTS

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

- A. Loss of Earnings:

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

**B. Governmental Regulatory Body Defense:**

**1. Licensing Board Defense Reimbursement:**

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

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

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

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

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

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

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

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

**C. Premises Medical Payments:**

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

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

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

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

**E. Wrongful Employment Practices:**

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

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

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

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

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

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

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

**F. Deposition Expense:**

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

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

## VI. EXCLUSIONS

This insurance does not apply:

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

This exclusion shall apply:

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

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

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

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

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

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

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

- I. to **Personal Injury** or **Advertising Injury** arising out of:
  - 1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
  - 2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or
  - 3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;
- J. to **Advertising Injury** arising out of:
  - 1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
  - 2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;

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

However, Section VI. EXCLUSIONS, R., 2. and 3. will not apply to any **Insured** who did not have knowledge of such **Incident** or resulting **Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

## VII. DEFINITIONS

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

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

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

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

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

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

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

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

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

**"Claims Expenses"** means:

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

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

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

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

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

**"Incident"** means:

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

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

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

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

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

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

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

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

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

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

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

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

**"Property Damage"** means:

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

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

**"Wrongful Employment Practice"** means:

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

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

## VIII. CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. Cancellation/Nonrenewal/Change in Terms:

- a. The **Named Insured** or any **Insured** who is a psychologist or **Practitioner** shall have the right to purchase the **Extended Reporting Period** Option in the case of:
  - i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;

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

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

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

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

- 90% of the full annual premium as described in i. or ii. above, to a period of twelve (12) months;
- 135% of the full annual premium as described in i. or ii. above, to a period of twenty-four (24) months;
- 150% of the full annual premium as described in i. or ii. above, to a period of thirty-six (36) months; or
- 175% of the full annual premium as described in i. or ii. above, to an unlimited period.

- d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, a., ii., iii. and iv. The right to purchase the **Extended Reporting Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.

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

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

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

## SIGNATURES

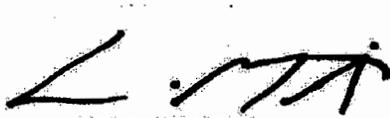
Named Insured Dr. Donald A Gordon			Endorsement Number
Policy Symbol CRL	Policy Number 58G26201779	Policy Period 09/28/2012 to 09/28/2013	Effective Date 09/28/2012
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

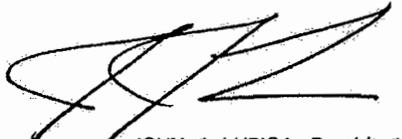
By signing and delivering the policy to you, we state that it is a valid contract.

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

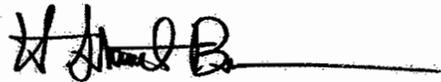
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



CARMINE A. GIGANTI, Secretary



JOHN J. LUPICA, President



Authorized Agent



ace usa

**U.S. Treasury Department's  
Office  
Of Foreign Assets Control  
("OFAC")  
Advisory Notice to  
Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site -- <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

