JEFFERSON SCHOOL DISTRICT
1219 Whispering Wind Drive, Tracy, CA 95377
AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between the Jefferson School District, hereinafter referred to as "District" and ABA Plus at 2001 Echo Place, San Ramon, CA 94582, hereinafter referred to as "Contractor" is for special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: (1) 1:1/Classroom Behavior Support, and (2) Program Manager.

2. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
   a. District shall pay as specified (1) $58 per hour, (2) and $80 per hour. **This contract shall not exceed $590,000.** Contractor shall only be paid for work completed to the satisfaction of District through the termination date o this agreement.
   b. District [ ] SHALL; **[X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the Jefferson School District, Reimbursement of expenses shall not exceed $_____ for the term of this agreement.
   c. District shall make payment on a **[X] MONTHLY PROGRESS BASIS**, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

3. The term of this agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

4. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

5. Contractor shall contact District's designee, Alyssa Wooten at (209) 839-1842, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from or caused by, contractor's activities during or relating to the performance of service under this Agreement.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgmen

that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

a) Contractor is required to provide the District with a Certificate of Insurance including an endorsement naming the Jefferson School district as an additional insured.

7. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

9. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

10. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

11. If Consultant/Contractor will be working alone with students, please provide fingerprint policy procedures.

AGREED:

_____	Alyssa M. Wotten
Consultant Signature (1)	Jefferson School District
_____	Director of Special Education/St. Services
Title	Title
_____	8/9/2023
Date	Date
_____	Account Number to be charged:
Social Security Number (2)	01-6500-0-5770-3140-5809-920-3000
_____	
_____	
Address	

Send all copies to Business Office

(1) Whenever organization names are used, the authorized signature must include company title, such as president.

(2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of Social Security Number.

JEFFERSON SCHOOL DISTRICT
1219 Whispering Wind Drive, Tracy, CA 95377
AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between the Jefferson School District, hereinafter referred to as "District" and ACES 2020, LLC. at 6177 N. Thesta Ave, Suite 103, Fresno, CA 93710, hereinafter referred to as "Contractor" is for special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: (1) BCBA Supervisor – ABA assessments & Behavior Intervention Development Services, (2) Supervisor (Masters) – Behavior Intervention Development Services & Behavior Interventio Implementation, and (3) 1:1 Behavior Interventionist – Behavior Intervention Implementation.

2. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
   a. District shall pay as specified (1) $150 per hour, (2) and $132.50 per hour, and (3) 70.97 per hour. **This contract shall not exceed $95,000.** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
   b. District [ ] SHALL; **[X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the Jefferson School District, Reimbursement of expenses shall not exceed $_____ for the term of this agreement.
   c. District shall make payment on a **[X] MONTHLY PROGRESS BASIS**, [ ] SINGLE PAYMENT UPON COMPLETION C THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

3. The term of this agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

4. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

5. Contractor shall contact District's designee, Alyssa Wooten at (209) 839-1842, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from or caused by, contractor's activities during or relating to the performance of service under this Agreement.
   Contractor agrees to hold harmless and to indemnify District for:
   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this

Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

a) Contractor is required to provide the District with a Certificate of Insurance including an endorsement naming the Jefferson School district as an additional insured.

7. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

9. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

10. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

11. If Consultant/Contractor will be working alone with students, please provide fingerprint policy procedures.

AGREED:

_____	Alyssa M. Wolf
Consultant Signature (1)	Jefferson School District
_____	Director of Special Education and Student Services
Title	Title
_____	8/9/2023
Date	Date
_____	Account Number to be charged:
Social Security Number (2)	01-6500-0-5770-1180-5809-950-3000
_____	
_____	
Address	

Send all copies to Business Office

(1) Whenever organization names are used, the authorized signature must include company title, such as president.

(2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of Social Security Number.

JEFFERSON SCHOOL DISTRICT
1219 Whispering Wind Drive, Tracy, CA 95377
AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between the Jefferson School District, hereinafter referred to as "District" and Stockton Educational Center at 7525 Oakmont Drive, Stockton, CA 95207, hereinafter referred to as "Contractor" is for special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Daily round trip bussing service from each student's resident to Kirk Baucher School at 2524 Finney Road, Modesto, CA 95358.

2. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
   a. District shall pay as specified $220 per student, per day, 5 days per week, per attached instructional calendar. Contractor shall not charge for days the student is absent. Parent must notify contractor by 7:00am the morning of the student's absence, otherwise Contractor will charge $100 attempt fee. This contract shall not exceed $80,000. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.
   b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the Jefferson School District, Reimbursement of expenses shall not excee $_____ for the term of this agreement.
   c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION O THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

3. The term of this agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

4. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

5. Contractor shall contact District's designee, Alyssa Wooten at (209) 839-1842, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has complete the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from or caused by, contractor's activities during or relating to the performance of service under this Agreement.
   Contractor agrees to hold harmless and to indemnify District for:
   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however cause and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default

or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

a) Contractor is required to provide the District with a Certificate of Insurance including an endorsement naming the Jefferson School district as an additional insured.

7. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

9. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

10. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

11. If Consultant/Contractor will be working alone with students, please provide fingerprint policy procedures.

AGREED:

Harry Brown Jr.
Consultant Signature (1)

CEO
Title

8/10/2023
Date

26-3912717
Social Security Number (2)

3031 W. March Lane Suite 330
Stockton, CA 95219
Address

Alyssa M. Wolfe
Jefferson School District

Director of Special Education and Student Services
Title

8/10/2023
Date

Account Number to be charged:

end all copies to Business Office

(1) Whenever organization names are used, the authorized signature must include company title, such as president.

(2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of Social Security Number.

Speech Pathology Contract

Provider, as defined below, hereby accepts employment with the School District named below to provide Speech Pathology Services under the following terms and conditions:

Provider: The Gift of Speech, a Professional Speech-Language Pathology Corporation
3031 W. March Lane, Suite 117 South
Stockton, CA. 95219

School District: Jefferson School District
1219 Whispering Wind Drive
Tracy, CA. 95377

Term and Termination:

This contract shall begin on August 1, 2023 and shall be on ongoing for the Jefferson School District 2023 – 2024 academic calendar. Agreement shall terminate immediately in the event that provider's right to practice Speech Pathology in the State of California either suspended or revoked.

The School District may immediately terminate this agreement in the event the Provider (1) is convicted of a crime other than minor traffic violation; or (2) has a guardian of his/her person or estate appointed by a court of competent jurisdiction; or (3) is disabled to the extent he/she is unable to perform the duties required by this Agreement; or (4) fails to perform services required hereunder in accordance with the School District's standards of quality; or (5) fails to comply with any of the terms and conditions of this Agreement, Bylaws, or Code of Ethics. The Provider explicitly agrees to the following terms:

1. **Independent Provider Status.** The parties agree and acknowledge that the Provider is an independent contractor, but that the School District retains right of control over the quality of services provided to its students and schools. The independent contractor will participate in performance reviews to assure compliance with local, state and federal regulations covering such clients or facilities and the Company's expectations and guidelines set forth in this Agreement.
   - **Non-Employee.** The Provider acknowledges that since he/she is an independent contractor, the Provider shall not be entitled to any paid vacations, leave of absence, legal holidays, sick leave, or any other such compensation normally payable to an employee. Further, the Provider shall not be entitled to participate in any employee benefit, group health and life insurance plans, or retirement pay, if any, maintained by the Company.
   - **Tax Obligations.** The parties intend and the Provider acknowledges that he/she is an independent contractor and not an agent or employee of the School District within the meaning of Worker's Compensation statutes, Unemployment Insurance statutes, Social Security Act, State Disability Insurance, and United States Internal Revenue Code. No employment relationship, partnership, joint venture or other association shall be deemed created by this Agreement. The School District shall pay the Provider directly, without payroll deductions of any kind whatsoever, all moneys that may become due and payable hereunder, as when, and to the extent those payments become payable. The School District shall issue to the Provider for each year of the term of this Agreement, a Form 1099 in the manner prescribed by law. The Provider shall have the entire responsibility to discharge all the obligations required by him/her under federal, state, and local laws, regulations, or orders now or hereafter in effect, relating to

3031 W. March Ln., Ste. 117S
Stockton, CA 95219

P 209.952.2588
F 209.952.2544

taxes, unemployment compensation or insurance, social security, worker's compensation, disability insurance or pensions and any and all tax withholdings (collectively, "Tax Obligations"). Furthermore, the Provider shall pay his/her own State, Federal, and local income taxes, disability and unemployment insurance, Federal self-employment taxes and Social Security liabilities, obligations, damages, expenses, attorney's fees, and court costs incurred by the School District resulting from any claims made by any taxing or governmental authority whatsoever (with respect to payroll, income, or any other taxes levied or assessed with respect to the earnings of the Provider), or the Provider's failure to properly discharge his/her Tax Obligation.

- **Supplies.** Equipment and Expenses. The parties agree and acknowledge that the Provider is an independent contractor. Accordingly, the Provider shall provide all of his/her own materials, supplies, and equipment. Also, the Provider shall provide all of his/her own expenses, including but not limited to, telephone expenses, professional license fees, and organization dues, automobile and other required insurance, business licenses and educational expenses.

2. **Confidentiality.** Contractor recognizes and acknowledges that the School District possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in possession of the School District relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Contractor, or (b) information that subsequently becomes public through no act or omission of the Contractor. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or in trusted to Contractor's custody. Contractor agrees that that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company.

3. **School District.** The School District will not, during the term of the Agreement and for one year thereafter, directly or indirectly, contact an employee/independent contractor of the Company for the purpose of attempting to employ or hire such employee/independent contractor for services that fare similar to the services conducted for the School District by the Company.

    - Should the employee/independent contractor of the Company become employed by the School District during the term of this contract or one year thereafter, the School District will pay the Company $20,000.00 (twenty thousand).

4. **State of Emergency.** The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control. During an unforeseen time, because CONTRACTOR provides critical programs and related services to students with disabilities, CONTRACTOR will bill for agreed upon service as encouraged by CDE for continued payment from DISTRICT. CONTRACTOR will continue to provide services during school closures while following DISTRICT protocol during an unforeseen time. DISTIRCT and CONTRACTOR will work collaboratively to ensure continuity of services for students served, pursuant to the IEP, including exploring options related to distance learning.

The Gift of Speech

A Professional Speech-Langua
Pathology Corporation

May 17, 2023

District: Jefferson School District

Contractor: The Gift of Speech, a Professional Speech-Language Pathology Corp.

RE: Proposed P.O. for 2023 – 2024 School Year

Description: Contractor will work according to the Jefferson School Calendar at 60% at a rate of one hundred-ten dollars ($110.00) per hour for licensed SLP (per published registered rate as a licensed Non Public Agency)

Equation: (SLP) 108 days X 8 hour/days = 864 hours X $110.00/hour = $95,040.00

Proposal: **Total P.O. not to exceed = 95,100.00**

3031 W. March Ln., Ste. 117S
Stockton, CA 95219

P 209.952.2588
F 209.952.2544

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 617

NAME: SWIRSKY, DARLENE GRACE

LICENSE TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT

LICENSE STATUS: VALID

ADDRESS

TRACY CA 95376
SAN JOAQUIN COUNTY

ISSUANCE DATE

AUGUST 16, 2007

EXPIRATION DATE

JUNE 30, 2025

CURRENT DATE / TIME

MAY 2, 2023
3:9:10 PM

LICENSE RELATIONSHIPS

NAME: GREEN, SEAN PATRICK
LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST
LICENSE NUMBER: 16656 **PRIMARY STATUS:** VALID

ADDRESS :
COLFAX CA 95713
PLACER COUNTY

NAME: MARTIN, LEILANI MARIE
LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST
LICENSE NUMBER: 11498 **PRIMARY STATUS:** VALID

ADDRESS :
STOCKTON CA 95209
SAN JOAQUIN COUNTY

PROFESSIONAL QUALIFICATIONS

The Speech Pathologist named above shall act in accordance with all state and federal laws regulating the practice of Speech-Language Pathology in the state of California. Provider shall professionally, ethically, and diligently carry out his/her responsibilities hereunder in order to serve the best interests of the School District's students.

DESCRIPTION OF SERVICES

Provider agrees to provide Speech Pathology services at facilities contracted with the School District. The Provider will:

1. Provide consultation, evaluation, and direct treatment of individuals requiring speech pathology services.
2. Caseload not to exceed 55 students per work week, on average, per full time therapist.
3. Adequately document individual student charts to comply with all applicable state laws, regulations and guidelines. Documentation to be completed as outlined by School District.
4. Identify potential therapy candidates, using assessment criteria in agreement with state guidelines.
5. Submit a monthly time sheet of services rendered to the School District by the last day of each month.
6. Follow all other procedures of the School District within the American Speech-Language-Hearing Association's code of ethics.
7. Maintain current licenses, credential and certification within the Provider's own profession.
8. Maintain current liability insurance in the amount of at least one million dollars.
9. Meetings will be attended if held within agreed upon hours of service. Hours of service agreed upon are set as:
    a. Speech-Language Pathologist (SLP) will work up to 24(twenty-four) hours per week.

School District agrees to:

1. Provide IEP paperwork with current assessment and goals for students serviced.
2. Provide School District expectations of The Provider, i.e. evaluation, treatment, IEP meetings, and student study team meetings.
3. Provide at least one-week prior written notice of any meetings the provider is expected to attend.

COMPENSATION ARRANGEMENTS

Provider will be compensated at the rate of $110.00 (one-hundred ten dollars) per billable hour for speech pathology services (i.e., direct therapy, screenings, consultation, evaluation and IEP/staff meetings) conducted by SLP. Provider will receive payment for services rendered by the 15th of the month for the previous month's billing. Billable time begins as the therapist enters the first school site and ends when the therapist leaves the last school site for the day.

Invoices are due and payable by the 15th of the month for the previous month's billing. If any fee is not paid within 30 days of billing, a late charge of one and one-half percent (1-1/2%) per month will be assessed on the unpaid balance.

Limitations of Compensation:
Contracted hours will not exceed compensation over $95,100.00 (Ninety-five thousand one hundred dollars) as agreed by both the Provider and the School District. Once said compensation limit is earned, this contract becomes null and void. Service will be resumed only with initiation of a new purchase order/contract.

INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the School District and its officers, agents, servants, representatives and employees from and against any and all loss, including loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including court costs or reasonable attorneys' fees, of whatsoever cause or nature on account of any intentional or negligent act or omission by Provider or any of its officers, agents, servants, representatives and employees. The School District shall indemnify and hold harmless Provider and its officers, agents, servants, representatives and employees, from and all loss including loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including court costs or reasonable attorneys' fees, of whatsoever cause or nature on account of any intentional or negligent act or omission by the School District or any of its officers, agents, servants, representatives and employees.

The indemnification provisions contained in this Agreement include, but are not limited to, any violation of applicable law, ordinance, regulation or rule, including where the loss of use, liability for damages, claim, demand, action, proceeding or cost and expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents or contractors, officers or employees or their performance under the terms of this Agreement.

The indemnity provision of this Agreement shall survive the expiration or earlier termination of this Agreement.

ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings whether written of otherwise between the parties relating to the subject matter hereof.

ASSIGNMENT

Nothing contained in the Agreement shall be construed to permit the assignment by the Provider of any rights or obligations hereunder, and such assignment is expressly prohibited without prior written contract or consent of the
School District. The School District may assign this Agreement.

ATTORNEY'S FEES

In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

LICENSES AND CERTIFICATIONS

The Provider shall maintain clearance of the following documentation. Further, the Provider shall keep all licenses and certifications up to date and provide a copy of changed/renewed material to the School District upon request.

1. Professional Liability Insurance
2. Professional License for the state of employment
3. TB Test Results
4. Fingerprint Report from DOJ/FBI
5. NPA certification
6. ASHA Certification

THE GIFT OF SPEECH, A PROFESSIONAL SPEECH-
LANGUAGE PATHOLOGY CORPORATION

Tracey McDonnell

Tracey McDonnell, Treasurer, Chief Financial Officer

Alyssa Wooten 7/25/2023

School District Signature Date

SPG | THERAPY & EDUCATION

July 16, 2023

Dear Alyssa,

On behalf of The Speech Pathology Group (SPG), I would like to convey our appreciation and thanks for allowing us the opportunity to collaborate once again with ***Jefferson School District*** in the provision of Speech Services.

Please review, sign and date the attached SPG Contract, Projections, NPA Certification, W9, Certificate of Insurance, Staff Clearance List with Licenses and return them to our Contracts Team, at contracts@speechpath.com (925) 945-1474 x 138. Please let us know if you would prefer a hard copy also be sent via mail.

In order to fulfill the Verification of Licenses, Credentials and Other Documents mandate that The Speech Pathology Group adheres to, we will be submitting updated license or credential information monthly with our invoices. We will also send CalSTRS/CalPERS notices monthly with invoices, if applicable.

If you have any questions or concerns, please contact me at contracts@spgtherapy.com 925-945-1474 x109.

The Speech Pathology Group looks forward to partnering with your district for the 2023-2024 School Year and supporting its efforts in helping special education students successfully access the social and academic curriculum.

Thank you,

Susan Stark, M.S., CCC-SLP
President
The Speech Pathology Group

The Speech Pathology Group, Inc. dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN
Jefferson School District
AND
SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2023, by and between the **Jefferson School District** (hereinafter "District") and **SPG Therapy & Education,** (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. **Performance of Services:**
   a. Contractor agrees to perform the services described on "Addendums A, B, C, D, E, F and/or G" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.

   b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment**: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on July 1, 2023. This Agreement will terminate upon the completion of the Services (as stated in addendums A (Speech) and/or B (Behavior) and/or C (Psychological Services) and/or D (Occupational Therapy Services) and/or E (Physical Therapy Services) and/or F (Mental Health) and/or G (Education) or when terminated as set forth below.

   a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.* The Contractor will inform its' employees of changes or cancellations to the contract.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
Phone: 209-836-3388
Fax: 209-836-2930

CONTRACTOR

SPG Therapy & Education
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA), Registered Behavior Technician (RBT), Behavior Technician (BT), School Psychologist (SP), Occupational Therapist (OT), Certified Occupational Therapy Assistant (COTA), Physical Therapist (PT), Physical Therapy Assistant (PTA), Mental Health Therapist or Education Specialist due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or or Education Technician or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist, if one is available in the area.
    a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
    b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
    c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of SPG Therapy & Education Staff:**

    a. Each SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A, for assigned SP in Addendum C, for assigned OT/COTA in Addendum D, for assigned PT/PTA in Addendum E, for assigned Mental Health Therapist in Addendum F and/or for assigned Education Specialist in Addendum G.

    b. Each BT/RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted BT/RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with

LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**

a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

b. Behavior Intervention Services: BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

c. Occupational and/or Physical Therapy Services: Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

11. **Indemnification:**

a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

12. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate twelve calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor. In the event that District/Facility breaches or violates this Paragraph 12, then District/Facility agrees to and shall pay to Contractor as damages the amount of $50,000 (fifty thousand dollars) within 21 calendar days. District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 12, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages to Contractor. District/Facility, therefore,

c. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

d. Professional Occupational and/or Physical Therapy services: Contractor will deliver Services in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of Occupational Therapy ("OT") and/or Physical Therapy ("PT") service delivery. The Services provided will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines as set forth by District. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

19. Entire Agreement of Parties: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted Speech Services will be provided and caseload demands will be met by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted Behavior Services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2023, and terminates on June 30, 2024, unless sooner terminated as provided herein.

DISTRICT	**CONTRACTOR**
Alyssa Wooten Director of Student Services and Special Education	Susan Stark
Name and Title of Authorized Representative Jefferson School District	Susan Stark, M.S., CCC-SLP President
Signature	7/26/23 Date
8/10/23 Date	

agrees that this amount of damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

13. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.

14. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

15. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

16. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Time for Site Specific Trainings/Requirements:**

    a. Speech Services, School Psychology and Mental Health Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech or Psych meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A and/or Addendum C.

    b. Behavior Intervention Services, Occupational Therapy Services, Physical Therapy Services and Education Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, staff meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendums B for Behavior Intervention Services, Addendum D of Occupational Therapy Services, and Addendum E for Physical Therapy Services.

    c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A, B, C, D, E, F and/or G and will require prior approval from District/Facility designee.

18. **List of Services to be Performed by Contractor:**

    a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public-school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

    District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

    b. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

Jefferson School District 2022-2023	SPG Therapy & Education Addendum D Speech Services	As of:	7/25/2023

School Based Speech-Language Pathologists

SPG Therapist	Service	Dates of Service	Total ESY hours	Notes	Hourly Rate[1]	Amount
ESY Services July 2023						
TBD						

[1]2023-2024 Rates Subject to COLA effective 7/1/2023

ESY Services July 2023: TBD

Fall/Spring School Based Services*

SPG Therapist	Service	Dates of Service	Hours per Day	Days per Week	Days	Notes	Discounted Daily Rate	Amount
Darlene Swirsky	Speech Services	8/2/23-5/31/24	8	5	180	Teletherapy	$693.00	$124,740
				FTEs	1.0			

Caseload requirements: For FT therapist, caseloads are not to exceed 55 students in a week.

Total 2023-24 Projection: $124,740

Caseloads consisting of Preschool students are not to exceed 40 students in a week.
*The Speech Pathology Group, Inc. utilizes a Professional Work Week.
Contractor agrees to provide services within the contracted hours, as set forth above.
Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

The Speech Pathology Group (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers**, Medical/MAA

**The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.

It is further understood that the district will inform The Speech Pathology Group of contracted staff who are out of compliance with the District's policies and procedures.

The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation. The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and necessary test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide therapy services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professional practice.

Susan Stark — 7/25/2023

Susan Stark, M.S., CCC-SLP — Date
President

Alyssa Worten — 8/10/23

Name and Title — Date
Jefferson School District
Director of Special Education & Student Services

8663

CALIFORNIA DEPARTMENT OF EDUCATION

NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: December 09, 2022

NPA ID: 9900164

Nonpublic Agency: The Speech Pathology Group, Inc. dba SPG Therapy & Education -Walnut Creek

Site Administrator: Susan Stark

Mailing Address: 2021 Ygnacio Valley Road, C102, C103 & C202

City: Walnut Creek CA 94598

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE ☑ Yes ☐ No

Grades: PK to 12

Ages: 1 to >22

Student Gender: All

Site Address: 2021 Ygnacio Valley Road, C102, C103 & C202

City: Walnut Creek CA 94598

2023 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2023 *through* December 31, 2023

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. Related services may not be provided in lieu of core academic direct instruction unless specifically stated on student IEPs.

☑ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services:

☐ APE	☑ BII	☑ LSDR	☑ PCT	☐ SDTI	☐ VECD
☐ AS	☑ CG	☐ MT	☑ PS*	☐ SW	☐ LI:
☑ ATS	☐ EE	☐ OM	☑ PT	☐ TS	☐ Other Services:
☑ BID	☐ HNS	☑ OT	☐ RS	☐ VS	*Other than Assessment and IEP Development

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Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

Nonpublic Agencies Unit, Special Education Division

SPG | THERAPY & EDUCATION

Staff Clearances and Annual Required Notices

SPG Therapy & Education certifies that pursuant to California Education Code sections 44237, 56366.1, 30521.1, and 35021.2 all employees of SPG Therapy & Education have obtained clearance from the California Department of Justice and the Federal Bureau of Investigation and none of its employees have been convicted of a violent or serious felony as defined in the California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or
(j). Records of these clearances are kept on file in SPG Therapy & Education's Human Resources Department and SPG Therapy & Education has enrolled in subsequent arrest notification service as specified for each owner, operator, and employee of SPG Therapy & Education, per the requirements of Assembly Bill 389 and California Penal Code section 11105.2.

Tuberculosis clearance has also been obtained for all SPG Therapy & Education employees per the requirements of California Education Code sections 35021 et. seq. SPG Therapy & Education complies with the OSHA Blood Borne Pathogens Standards, per Title 29 Code of Federal Regulations section 1910.1030 and provides annual trainings regarding blood borne pathogens health care precautions. Annual notices and procedures are distributed to all SPG Therapy & Education employees including but not limited to: Anti-Bullying and Harassment, also cited as the Safe Place to Learn Act (as defined by the California Education Code sections 48900 and 234-234.5), Child Abuse and Neglect Mandated Reporting, Positive Behavior Intervention (California Code of Regulations, Title 5, Section 3052(i)), Reporting of Missing Children (California Education Code 49370), and Sexual Harassment/Non- Discrimination.
Records of state license/credential, tuberculosis clearances, and confirmation of receipt of all required annual notices are kept on file in SPG Therapy & Education's Human Resources Department

Thank you,

Susan Stark, M.S., CCC-SLP
President
SPG Therapy & Education

2021 Ygnacio Valley Rd C103 / Walnut Creek, CA 94598 / 925.945.1474 / 925.946.1768 fax

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Speech Pathology Group, Inc

2 Business name/disregarded entity name, if different from above

SPG Therapy & Education

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2021 Yqnacio Valley Road C-103

Requester's name and address (optional)

6 City, state, and ZIP code

Walnut Creek, CA 94598

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

9 4 – 3 2 9 0 1 2 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▸ Susan Stark Date ▸ 1/1/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGENCY CUSTOMER ID: THESPEE-C1 MPHAI

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Bolton Insurance Services LLC		The Speech Pathology Group, Inc. dba SPG Therapy and Education 2021 Ygnacio Valley Road, #C-102-203 Walnut Creek, CA 94598
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Family Support Center of Colorado, LLC
Abrite, LLC
Autism Intervention Services, LLC
REP Behavioral Health, LLC
ABRITE, A Speech Pathology Corp.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $10,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

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A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V – Definitions** is deleted and replaced with the following:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or

f. Misappropriation of advertising ideas or style of doing business; or

g. Infringement of copyright, title, or slogan.

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III – Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

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The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended as follows:

Paragraph **b. (1) (a) (ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V – Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III – Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III – Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft," auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

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(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V – Definitions**, Paragraph **12.**, "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a., 2.b.,** and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V – Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or

c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II – Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds – Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C Medical Payments**.

(b) "Bodily Injury" to:

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(i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your volunteer worker, or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) Your ongoing operations performed for such Additional Insured; or

(ii) Such Additional Insured's financial control of you; or

(iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured – Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

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(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured – Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d. (1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

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(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured – Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment, or

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above;

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b) (i)** or **(b) (ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured – LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V – Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III – Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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District:						
Company:		Speech Pathology Group Inc (Speechpath)				
Last, First Name	Credential Type Of	Credential Document #	Credential Expires	TB Clearance Date	TB Exp Date	DOJ Clearan Date
Swirsky, Darlene	SLPA License	617	06/30/2025	11/12/2021	11/12/2025	09/20/

*Please note: The Speech Pathology Group requires all employees to complete the Mandated Reporter Training (and all additional required trainings) upon hire and/or annually, a information with monthly invoices.