

**The Speech Pathology Group, Inc.**

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

**AGREEMENT BETWEEN  
Making Waves Academy  
AND  
THE SPEECH PATHOLOGY GROUP, INC.**

THIS AGREEMENT is effective July 1, 2019 by and between the Making Waves Academy (hereinafter “District”) and The Speech Pathology Group (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, and/or C” (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, 2019 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)) 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**

Making Waves Academy  
4123 Lakeside Dr  
Richmond, CA 94806  
Phone: (510) 262-1511  
Fax:

**CONTRACTOR**

The Speech Pathology Group, Inc.  
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), or School Psychologist (SP), due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP 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, 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 Speech Pathology Group Staff:**
  - a. Each SLP/SLPA/SP 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 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 and for assigned SP in Addendum C.
  
  - 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 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 BCBAAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

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. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.

13. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time and money educating, training and mentoring its employees. The purpose of these investments by Contractor is to enhance employee retention and maintain a well-trained supply of employees capable of working at multiple Districts/Facilities. Contractor is not in the business of training individuals to be hired as employees of a District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District/Facility will not solicit any employee of Contractor placed at District/Facility, without the prior written consent of Contractor and not hire any employee of Contractor with the Period without paying the liquidated damages amount stated in this section. If District/Facility hires Contractor's employee during the Period, in which case, District/Facility shall pay to Contractor as liquidated damages and not as a penalty, the amount equal to one-half of the total amount District/Facility agreed to pay to Contractor for the full term of this Agreement. District/Facility agrees that the damage caused to Contractor if District/Facility hires Contractor's employees, including the loss of the return on Contractor's investment in its employee, is difficult to ascertain and that it would be impracticable or extremely difficult to fix the amount of actual damages. District/Facility, therefore, agrees that this stated amount of liquidated damages is reasonable under the circumstances existing at the time this Agreement is executed.

14. **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 hand written.

15. **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.
16. **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.
17. **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.
18. **Time for Site Specific Trainings/Requirements:**
  - a. **Speech 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 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.
  - b. **Behavior Intervention Services and School Psychology 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 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 Addendum B for Behavior Intervention Services and Addendum C for School Psychology 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, and/or C will require prior approval from District/Facility designee.
19. **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.
  - 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.
20. **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, 2019, and terminates on June 30, 2020, unless sooner terminated as provided herein.

**DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Name and Title of Authorized Representative  
Making Academy Waves

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

\_\_\_\_\_  
Signature

8/29/19  
Date

\_\_\_\_\_  
Date

The Speech Pathology Group, Inc.

Making Waves Academy		Addendum A				As of:		8/29/2019	
2019-20									
School Based Speech-Language Pathologists									
SPG Therapist	Site	Dates of Service	Days per Week	Days	Notes	Hourly	Rate	Amount	
<b>ESY Services July 2019</b>									
								\$	-
						The Bay Area Collaborative (BAC) granted The Speech Pathology Group a 2.71% COLA effective 7/1/19			
						<b>Total ESY Services July 2019: \$ -</b>			
<b>Fall/Spring School Based Services*</b>									
SPG Therapist	Site(s)	Dates of Service	Days per Week	Days	Notes	BAC Daily Rate	Amount		
TBD		9/3/19-TBD	2	74		\$830.00	\$	61,420.00	
						<b>Total Fall/Spring Projection: \$ 61,420.00</b>			
<b>ESY Services June 2020</b>									
SPG Therapist	Site	Dates of Service	Days per Week	Days	Notes	Hourly	Rate	Amount	
								\$	-
						<b>Total ESY Services June 2020: \$ -</b>			
<b>Individual Service Agreements</b>									
Student	Service	Dates	Site	Hours	Therapist	Hourly Rate	Amount		
							\$	-	
						<b>Total ISAs: \$ -</b>			

\*SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, i.e. IEP meetings, parent conferences, staff meetings, etc. 7-8 hour day. SLPs will adhere to district staff calendar (including teacher work days and staff development days). Contractor agrees to provide services within the contracted days, as set forth above.

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

**Caseloads consisting of Preschool students are not to exceed 40 students in a week.**

**Total 2019-20 Projection: \$ 61,420.00**

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 Billing.

\*\*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 speech-language services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professional practice.

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

8/29/2019

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

Date

Name and Title

Making Waves Academy

Date



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: October 15, 2018
NPA ID: 9900164
Nonpublic Agency: The Speech Pathology Group, Inc-Walnut Creek
Site Administrator: Susan Stark
Site Address: 2021 Ygnacio Valley Road, C202
City: Walnut Creek CA 94598

Maximum Capacity: 76+ Grades: PK to 12 Student Gender: Coed

2019 CERTIFICATION STATUS:

APPROVED

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.

EFFECTIVE DATES:

January 01, 2019 through December 31, 2019

Authorized Sites to Serve: [checked] LEAs [checked] NPA Site [checked] NPS Sites [ ] Virtual Services

Authorized to Provide the Following Related Services:

- [ ] APE [checked] BII [checked] LSDR [ ] PCT [ ] SDTI [ ] VECD
[ ] AS [ ] CG [ ] MT [checked] PS [ ] SW [ ] LI:
[checked] ATS [ ] EE [ ] OM [ ] PT [ ] TS [ ] Other Services Authorized:
[checked] BID [ ] HNS [ ] OT [ ] RS [ ] VS

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.

Focused Monitoring and Technical Assistance VI Unit
Special Education Division

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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. <b>The Speech Pathology Group, INC</b>	
2 Business name/disregarded entity name, if different from above	
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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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.  <input type="checkbox"/> 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2021 Ygnacio Valley Rd. C-103</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Walnut Creek, CA 94598</b>	
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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/14/19</u>
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### 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](http://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.*





## Staff Clearances and Annual Required Notices

The Speech Pathology Group certifies that pursuant to California Education Code sections 44237, 56366.1, 30521.1, and 35021.2 all employees of The Speech Pathology Group 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 The Speech Pathology Group's Human Resources Department and The Speech Pathology Group has enrolled in subsequent arrest notification service as specified for each owner, operator, and employee of The Speech Pathology Group, per the requirements of Assembly Bill 389 and California Penal Code section 11105.2.

Tuberculosis clearance has also been obtained for all Speech Pathology Group employees per the requirements of California Education Code sections 35021 et. seq. The Speech Pathology Group 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 Speech Pathology Group 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 The Speech Pathology Group's Human Resources Department.

A handwritten signature in blue ink, appearing to read "Susan Stark", is written over a horizontal line.

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

A handwritten date "5/8/19" in blue ink is written over a horizontal line.

Date

5/26/16

Please be advised that with the new carrier, Sentinel/Hartford, the Additional Insured wording is built into the policy form, and therefore, there is no separate additional insured endorsement to attach to the certificates. Please see the attached certificate with the policy form, for which we have added the insured name and policy number so that you can refer it back to the certificate. Please see starting at the bottom of page 11, paragraph 6 – Additional Insureds When Required by Written Contract.... This gives the same additional insured status as the additional insured endorsement that you are used to seeing.

Please let me know if you have any further questions.

**Jamie Yaudes**

Senior Account Manager



Arthur J. Gallagher & Co.

3697 Mt. Diablo Blvd., Suite 300, Lafayette, CA 94549

o925.627.8200 | f925.299.0328

[Jamie\\_Yaudes@ajg.com](mailto:Jamie_Yaudes@ajg.com)

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.  
CA License #0726293



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 3697 Mt. Diablo Blvd, Suite 300 Lafayette CA 94549	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 925-299-1112		<b>FAX (A/C, No):</b> 925-299-0328
	<b>E-MAIL ADDRESS:</b> jamie_yaudes@ajg.com		
<b>INSURED</b> The Speech Pathology Group, Inc. 2021 Ygnacio Valley Road, #C103-202 Walnut Creek CA 94598	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Republic Indemnity Company of America		22179
	<b>INSURER B:</b> Sentinel Insurance Company Ltd		11000
	<b>INSURER C:</b> Columbia Casualty Company		31127
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1773667754

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBARI4664	11/1/2018	11/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBARI4664	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	57SBARI4664	11/1/2018	11/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	18629506	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Sexual Molestation & Abuse	Y	Y	HMA403222287	3/1/2019	3/1/2020	Each Claim \$2,000,000 Aggregate Limit \$5,000,000 Each Claim & Aggregat \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Additional Insured, Primary and Waiver of Subrogation Endorsements are only valid if requested by written contract. Making Waves Academy is included as an additional insured per form SS 00 08 04 05 attached.

**CERTIFICATE HOLDER****CANCELLATION**

Making Waves Academy  
 4123 Lakeside Dr.  
 Richmond CA 94806  
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(b) 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", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.