

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2024-25

COMMUNICATION ACROSS BARRIERS SPEECH CLINICS

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Contract Year: 2024-2025

Contract Number:

LEA: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Communication Acorss Barriers Speech Clinics, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY
MASTER CONTRACT**

1) GENERAL PROVISIONS

- a) This Master Contract is entered into this 1st day of July, between the Oakland Unified School District (hereinafter referred to as "LEA") and Communication Across Barriers Speech Clinics, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents fourteen (14) SELPAs and member nonpublic schools (NPS) and nonpublic agencies (NPA (Collectively NPS/A) (see <https://www.solanocountyselpa.net/governance/bac> for a complete listing and contact information). NPS/A that are contracting within one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPS/As with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be

considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

- c) NPA/Ss that are not a member of the Bay Area Collaborative should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.
- d) Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORS shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by March 1 of the preceding year.
- e) The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.
- f) Upon CONTRACTOR's acceptance of a student referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the student's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the student's ISA, CONTRACTOR acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA students by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA student's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.
- g) Unless placement and or services are made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that an NPS placement is appropriate, and the IEP is signed by the student's parent.

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a) The term "CONTRACTOR" means an NPS/A certified by the California Department of Education and its officers, agents, and employees.
- b) The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c) The term "credential" means a valid credential, life diploma, permit, a county office of education Temporary County Certificate or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d) The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
 - i) Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e) The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall

be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f) Parent means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g) The term "days" means calendar days unless otherwise specified.
- h) The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
 - i) The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i) It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

3) TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. If the subsequent Master Contract has not been executed prior to June 30, 2024, this Contract shall remain in force and effect until terminated as provided herein or a new Master Contract is executed.

4) CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as an NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification

or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a non-public school or agency outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

- a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.
- b) A current copy of CONTRACTOR's licenses and NPS/A certifications, or a validly issued waiver of any such certification must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.
- c) Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of students notify the LEA of the change.

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

- a) During the term of this Master Contract the CONTRACTOR and the LEA shall comply with all applicable federal and state laws and regulations relating to the provision of

special education and related services, and facilities for individuals with exceptional needs.

- b) CONTRACTOR shall also comply with all applicable policies pursuant to the Local Plan, unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.
- c) CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable LEA policies and shall indemnify LEA under the provisions of section 16 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with LEA policies.
- d) The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA pupil enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

CONTRACTOR and LEA acknowledge and understands that either party may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE NPS/A certification pursuant to California Education Code section 56366.4(a) or action by the CDE against the LEA.

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

- a) This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms set forth in this Master Contract. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.
- b) CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.
- c) At a minimum, such information shall include current copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions

of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

8) INDIVIDUAL SERVICE AGREEMENT

- a) This contract shall include an Individual Service Agreement (ISA) developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).
- b) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.
- c) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.
- d) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.
- e) If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.
- f) Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the local SELPA office prior to appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366 (C) (2).

ADMINISTRATION OF CONTRACT

9) NOTICES

All notices provided for by this contract shall be in writing. Notices shall be faxed, emailed with verification of receipt, mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to both:

Name <u>SELPA Director</u>	Name _____
LEA <u>Oakland Unified School District</u>	LEA _____
Address <u>915 54th St.</u>	Address _____
City, State, Zip <u>Oakland, CA 94608</u>	City, State, Zip _____
Phone <u>510-879-5003</u>	Phone _____

Notices to CONTRACTOR shall be addressed as indicated on signature page.

10) MAINTENANCE OF RECORDS

- a) All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 306; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with Education Code 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws of current board of directors/trustees, if applicable; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

b) CONTRACTOR shall maintain LEA electronic and physical student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record (California Education Code Section 49064). Such logs shall be maintained as required and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the LEA student's record, and a description of the record(s) provided. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA student's current transcripts, IEP/IFSPs, , BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

11) SEVERABILITY CLAUSE

If any provision or portion of a provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

12) SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. Contractor shall notify the LEA within 30 days of any change of ownership or corporate control.

13) VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

14) MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

15) TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

This Master Contract may be terminated with or without cause by either the CONTRACTOR or LEA. To terminate the Master Contract either party shall give no less than twenty (20) calendar days prior written notice (California Education Code Section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) calendar days prior written notice (refer to Section 7).

In the event of the closure of a non-public school or agency, the LEA will be given as much notice as is reasonably possible.

16) INSURANCE

- a) CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.
- b) Prior to final approval of this Master Contract, CONTRACTOR shall deliver to the LEA a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. If at any time said policies of insurance lapse or become canceled, this MASTER CONTRACT shall become void. The acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.
- c) Insurance coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - ii) Insurance Services Office form number CA 0001 (Ed. 1/2010) covering Automobile Liability, code 1 (any auto).

- iii) Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

d) CONTRACTOR shall maintain limits of insurance no less than:

	Agencies with 1-5 providers	Agencies with 6+ providers and non-public school	Residential
General Liability			
Per occurrence	\$1,000,000	\$2,000,000	\$3,000,000
Fire damage	\$500,000	\$500,000	\$500,000
Medical expenses	\$5,000	5,000	5,000
Personal and adv. Injury	\$1,000,000	\$1,000,000	\$1,000,000
General aggregate	\$1,000,000	\$2,000,000	\$6,000,000
Business Auto Liability combined single limit	\$2,000,000	\$2,000,000	\$2,000,000
Professional Liability/Errors and Omissions coverage not to exclude sexual molestation and abuse coverage unless that coverage is afforded elsewhere in the commercial general liability insurance			
Per Occurrence	\$1,000,000	\$1,000,000	\$3,000,000
General Aggregate	\$3,000,000	\$3,000,000	\$6,000,000
Workers Compensation and Employers Liability	\$2,000,000	\$2,000,000	\$2,000,000

- e) For all insurance coverage procured by CONTRACTOR, the following terms apply:
- i) Any deductibles or self-insured retentions above \$25,000 must be declared in writing to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - ii) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a) The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 - b) For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.
 - f) Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.
 - g) The CONTRACTOR shall furnish the LEA with original or photocopies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance shall reference the contract number, the name of school or agency submitting the contract number, the name of school or agency submitting the certificate, an

indication if the school or agency is an NPS or NPA, and the location of the school or agency submitting the certificate.

- h) If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17) INDEMNIFICATION AND HOLD HARMLESS

- a) CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was caused, in whole or in part, by negligence, intentional act or willful misconduct of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.
- b) LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the gross negligence or willful act of LEA, including, without limitation, its agents, employees, subcontracts or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR indemnities).
- c) LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

18) INDEPENDENT CONTRACTOR

This Master Contract is by and between two independent entities that have an independent contractual relationship. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any

expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

19) SUBCONTRACTING

- a) CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as an NPS/A to delivery any of the instructional or related services contemplated under this Master Contract. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis. When subcontracting with an NPA, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.

- b) Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 16. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance affecting coverage required by Section 16. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by this Master Contract. All subcontractors must meet the requirements as contained in Section 46 Fingerprint Clearance Requirements and Section 47 Staff Qualifications of this Master Contract.

20) CONFLICTS OF INTEREST

- a) CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.

- b) LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or

whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

21) NON-DISCRIMINATION

CONTRACTOR and LEA programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is an NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).
- b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).

- c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

a) General Program

- i) All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.
- ii) When CONTRACTOR is an NPS, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.
- iii) LEA students shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted Common Core State Standards ("CCSS") for curriculum and instructional materials; and for grades 9-12 inclusive, standards-aligned, core curriculum and instructional materials used by an LEA that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA within 5 days upon request.
- iv) When NPS CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of diploma requirements. When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA student's IEP/IFSP and ISA. The NPA providing Behavior Intervention Development services shall review or develop a written plan that

specifies the nature of its' NPA service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present at the IEP meeting held to review and approve the plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a Board Certified Behavior Analyst, or an appropriately trained professional.

- v) Except for emergency situations requiring a change of location in order to continue the education of LEA students, school-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP/IFSP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of, or the prior written consent of a parent, guardian or adult caregiver during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

b) Transportation Services:

- i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or

equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.

- ii) When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

24) INSTRUCTIONAL MINUTES

- a) When CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools, unless otherwise specified in the student's IEP/IFSP, and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.
- b) For NPS students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum as specified in Education Code Sections 46110-46147, and in no case will be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP/IFSP.
- c) When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

25) CLASS SIZE

- a) When CONTRACTOR is an NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Each classroom with 2 or more students shall be assigned at least one paraprofessional. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) students for five consecutive school days, the CONTRACTOR shall have a 10% decrease in its approved daily rate for those LEA students that exceeded sixteen (16), for those days (over five).
- b) In the event an NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of student by

first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

- c) CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

26) CALENDARS

- a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.
- b) When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a LEA developed/approved calendar; CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar, or as specified in the LEA pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP/IFSP and ISA.
- c) CONTRACTOR shall identify at least five (5) "emergency days" in their calendar to be used as regular school days during school closure when no attendance waiver is approved by the CDE.

27) DATA REPORTING

- a) CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format require by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA students enrolled in CONTRACTOR's NPS/A.

- b) Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include, in this monthly report, incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.
- c) The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS-provided forms at their discretion.

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

- a) CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) placement options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.
- b) CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable students to transition to less restrictive settings. The District has the responsibility to determine the offer of FAPE in the Least Restrictive Environment.
- c) When an IEP/IFSP team has determined that an LEA student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team’s recommendations to support the transition.

29) STATEWIDE ACHIEVEMENT TESTING

- a) When CONTRACTOR is an NPS, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, English Language Proficiency Assessment for California (ELPAC) the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”),, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with the guidelines of Ed Code 56385. Verification of training will be maintained with CONTRACTOR.

- b) NPS CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested, as determined by the student's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.
- c) LEA shall provide NPS with the SSID for each LEA student. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). After attending one meeting during the school year (including Extended School Year), upon request, a CONTRACTOR who is providing NPA services may request payment for services for attending any additional meetings mandated by the LEA. The request for payment will be at the CONTRACTOR'S agreed upon hourly rate.

31) POSITIVE BEHAVIOR INTERVENTIONS

- a) CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP) team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals. NPS site based staff and relevant NPA staff will be trained in positive behavior strategies prior to working with students.
- b) CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and BERs. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and

emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population as related to appropriate behavior management strategies. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. This training shall include, but not be limited to:

- i) Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.
 - ii) How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.
 - iii) Evidence-based interventions for reducing and replacing challenging behaviors, including deescalation techniques.
- c) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.
- d) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.
- e) CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours

via telephone. If the student does not have a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

- f) Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
- i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock.
 - ii) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
 - iii) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
 - iv) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
 - v) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities. including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
 - vi) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - vii) An intervention that precludes adequate supervision of the individual.
 - viii) An intervention that deprives the individual of one or more of his or her senses.
- g) CONTRACTOR shall comply with Education Code section 48905.8. Specifically,
- i) CONTRACTOR shall not do any of the following:
 - a) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
 - b) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

- c) Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
 - d) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
 - e) Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
 - f) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.
- ii) CONTRACTOR shall:
- a) Keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.
 - b) Afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.
 - c) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.
- h) Notwithstanding the provisions of sections 31(f) and 31(g) above and Education Code 48905.8, NPS/NPA staff shall not use prone restraint.
 - i) In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

32) STUDENT DISCIPLINE

- a) CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by

CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include, in this monthly report, incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

- b) When NPS CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP/IFSP meeting no later than the tenth (10th) day of suspension. LEA shall notify and invite CONTRACTOR representatives to the IEP/IFSP team meeting where the manifestation determination will be made.

33) IEP / IFSP TEAM MEETINGS

- a) Upon referral of an LEA student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.
- b) An IEP/IFSP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.
- c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the

student's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

- d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP/IFSP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youth, in special education procedures pursuant to California government code section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A student in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in foster care is enrolled in an NPS by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

35) DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

36) COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Pupil Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA), if applicable. CONTRACTOR shall include verification of these procedures to the LEA upon request. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

- a) Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA students enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA student is scheduled for a review by the LEA's IEP/IFSP team or when an LEA student's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).

- b) CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. Additional formalized standardized assessments shall be at the determination of the IEP team and the responsibility of the LEA unless otherwise agreed upon between LEA and CONTRACTOR. If Contractor is asked to provide formalized standardized assessment, such service will be paid at the rate stated in Section 62.

38) GRADES, HIGHSCHOOL COURSE CREDIT, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA shall be invited via written notification.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA students in grades nine through twelve inclusive, and submit them to the LEA student's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39) LEA STUDENT CHANGE OF RESIDENCE

- a) Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.
- b) If the LEA student's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence. LEAs will adhere to requirements for students identified as homeless or foster youth under current education code.

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call with written submission within three (3) days.

41) PARENT ACCESS

- a) CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.
- b) CONTRACTOR operating programs associated with an NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.
- c) CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.
- d) All problems and/or concerns, both verbal and written, reported to pupil's parents, shall also be provided to the LEA.

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

- a) If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and shall follow the procedures of the campus at which services are being provided.
- b) CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

- c) In the event CONTRACTOR wishes to bring an animal, other than a bona fide service animal, on LEA premises, both CONTRACTOR'S management and LEA must agree in writing.

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

- a) If CONTRACTOR is a licensed children's institution (LCI), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a student be placed in its NPS as a condition of being placed in its residential facility.
- b) If CONTRACTOR is an NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.
- c) In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

44) STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-22); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal

pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

45) MONITORING

- a) CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR employees, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.
- b) The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.
- c) The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.
- d) When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS at which where the LEA has placed a pupil attending and with which it entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or

SELPA shall report the findings resulting from the monitoring visit to the California Department of Education CDE within 60 calendar days of the onsite visit.

- e) If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).
- f) During the term of this Master Contract, CONTRACTOR shall participate in a District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the NPS/A, compliance with relevant state and federal regulations, and Master Contract compliance.
- g) CONTRACTOR shall participate in compliance reviews of LEA in accordance with requirements of CDE. CONTRACTOR will use all SELPA IEP forms. CONTRACTOR will adhere to all SELPA assurances and procedures required for compliance.
- h) CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.
- i) When CONTRACTOR is an NPS, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

- a) CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 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 students, prior to service with any LEA student. 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 students, in-person or virtually, 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 students, or contractors who may come into contact with LEA students 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. Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2.

- b) According to Education Code sections 44237 and 56366.1 CONTRACTOR shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the NPS/A who may have contact with students**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence with their "Custodian of Records", as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request to the State Superintendent.

47) STAFF QUALIFICATIONS

- a) CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations sections 3064 and 3065.
- b) Only those NPS/A located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified. NPA/NPS staff shall be required to hold credentials and licenses within the state where they are providing services regardless of where the agency is located.
- c) In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited

postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences (California Education Code Section 56366.1. (a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

- d) CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.
- e) Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents, which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

- b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

49) CALSTRS REPORTING REQUIREMENT

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

Pursuant to Education Code 22164.5(b), the activities of an employee of CONTRACTOR shall not be included in the definition of "retired member activities" if all of the following conditions apply:

- (1) The employee performs a limited-term agreement.
- (2) The third-party employer does not participate in a California public pension system.
- (3) The activities performed by the individual are not normally performed by employees of an employer, as defined in Section 22131.

50) STAFF ABSENCE

- a) When CONTRACTOR is an NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

- b) When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. Provider shall notify LEA immediately of the development of the plan for any missed services that include: 5 or more consecutive days of specialized academic instruction (SAI) or more than 2 weeks of missed related services. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA.

HEALTH AND SAFETY MANDATES

51) HEALTH AND SAFETY

- a) CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 49406et. seq. regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student. CONTRACTOR will comply with the requirements of California Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.
- b) CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

- a) Facilities: CONTRACTOR shall provide special education and/or related services to LEA pupils in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related to, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and

occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

- b) Fire Drills: When CONTRACTOR is an NPS, CONTRACTOR shall conduct fire drills monthly for elementary and intermediate students and twice per school year for secondary students, as required by Title 5 California Code of Regulations, Section 550.

53) ADMINISTRATION OF MEDICATION

- a) CONTRACTOR shall comply with the requirements of Federal Regulations and California Education Code and the California Code of Regulations, when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR:
 - i) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and
 - ii) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.
- b) CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.
- c) CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders or current student's Individual Health Care Plan. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54) INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify the LEA within 12 hours of learning of any significant accident or incident. CONTRACTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified in LEA Procedures.

55) MANDATED REPORTING REQUIREMENTS

- a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting

obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

- b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.
- c) CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

56) SEXUAL HARASSMENT

CONTRACTOR shall maintain, and provide upon request, a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

57) REPORTING OF MISSING CHILDREN

- a) CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA upon request.

- b) In the event a child elopes from an NPS or Residential Treatment Center and evades adult supervision, the LEA shall be notified immediately following contact to law enforcement.

FINANCIAL

58) ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

- a) CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every student.
- b) CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.
- c) CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.
- d) CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.
- e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

59) RIGHT TO WITHHOLD PAYMENT

- a) LEA may withhold payment to CONTRACTOR when:
- i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract
 - ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records
 - iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57
 - iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified
 - v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program
 - vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation
 - vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.
- b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:
- i) the value of the service CONTRACTOR failed to perform
 - ii) the amount of overpayment
 - iii) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR
 - iv) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified
 - v) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured

- vi) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vii) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.
- c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment, submit a written request for extension of time to correct the deficiencies, or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
- d) If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR shall invoke the following escalation policy.
- i) Persons involved after forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Specialist, LEA's Administrator will become involved and shall attempt to resolve the dispute. The LEA Coordinator shall respond to the CONTRACTOR in writing within ten (10) business days.
 - ii) Persons involved after fifty-one (51) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Administrator, the SELPA Director shall become involved. The SELPA Director shall respond to the CONTRACTOR in writing within ten (10) business days. This shall be the final LEA determination regarding the withholding of payment.
 - iii) Persons involved after sixty-one (61) business days: Dispute Resolution, as defined in the SELPA's Local Plan, shall be followed.
- e) If the dispute has not been resolved through the SELPA's Dispute Resolution process, the party claiming injury may seek legal or CDE redress, or may submit, if mutually

agreed to in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

60) PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services covered by this Master Contract or the ISA to LEA pupils. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services covered by this Master Contract or ISA to LEA pupils. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

61) PAYMENT FOR STUDENT ABSENCES

- a) For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.
- b) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance."
 - i) **Positive Attendance Method**
 - a) A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.
 - ii) **Excused Absence Method**
 - a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

- b) In addition to regular school year absences listed above, LEA shall not be responsible for more than 1 day of absence during Extended School Year services.
- c) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
- d) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
- e) Only the individuals listed below may verify the reason for absence:
 - (1) School or public health nurse
 - (2) Physician
 - (3) Principal
 - (4) Teacher
 - (5) School employee assigned to make such verification
 - (6) Student eighteen years of age or over
 - (7) Parent
- f) Any reasonable method which established the reason for the absence may be used:
 - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
 - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- g) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

62) SCHOOL CLOSURE

The following shall apply in the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422 and 46392:

In the event of an NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed

upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9).

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

62) NPA PUPIL ABSENCE

If CONTRACTOR is an NPA, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. A unit of service for payment purposes shall not be credited for an excused absence when CONTRACTOR is provided 24 hours advance verbal notification of the student's absence. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

63) INSPECTION AND AUDIT

- a) The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.
- b) CONTRACTOR shall provide access to LEA to all records including, but not limited to student records as defined by California Education Code section 49061(b). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- c) CONTRACTOR shall provide access to LEA to all records including, but not limited to:
 - i) student records as defined by California Education Code section 49061(b)
 - ii) registers and roll books of teachers
 - iii) daily service logs and notes or other documents used to record the provision of related services
 - iv) Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors
 - v) absence verification records (parent/doctor notes, telephone logs, and related documents)
 - vi) bus rosters
 - vii) staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination
 - viii) staff time sheets; non-paid staff and volunteer sign-in sheets
 - ix) transportation and other related service subcontracts

- x) school calendars
 - xi) bell/class schedules
 - xii) liability and worker's compensation insurance policies
 - xiii) state NPS/A certifications
 - xiv) marketing materials
 - xv) by-laws
 - xvi) lists of current board of directors/trustees, if incorporated, statements of income and expenses
 - xvii) general journals
 - xviii) cash receipts and disbursement books
 - xix) general ledgers and supporting documents
 - xx) federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.
 - xxi) Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- d) CONTRACTOR shall make all records, or copies of records, available at either the office of the LEA or at the CONTRACTOR's offices (to be specified by LEA) at all times and without charge. All records shall be provided to LEA within ten (10) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld.
- e) If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that the CONTRACTOR or the LEA owes the other monies as a result of over billing, underpayment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. Unless otherwise agreed in writing, the party that owes money shall make such payment within thirty (30) days of receipt of the written notice demanding payment. In the event that a party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the dispute resolution section of this Master Contract.
- f) The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special

education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Section 62.

64) RATE SCHEDULE

Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of the required minimum number of minutes per grade level as set forth in paragraph 24, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated below.

The CONTRACTOR: Communication Across Barriers Speech Clinics, Inc.

The CONTRACTOR CDS NUMBER: NPA # 9903258

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:5

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

a) Non-Bundled Education Program

- i) General Program Tuition Daily Rate: _____
- ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415) INDIVIDUAL	English \$110 Bilingual \$112	Hourly
Language and Speech (415) GROUP	English \$110 Bilingual \$112	Hourly
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		

Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	\$121	Hourly
Occupational Therapy (450) INDIVIDUAL		
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	\$138	Hourly
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Service		

b) Bundled Education Program


- i) Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.
- ii) Daily Rate: _____

APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed \$400,000.00

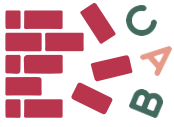
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR	DISTRICT
Communication Across Barriers Speech Clinics, Inc. (Name of NPS/A)	Oakland Unified School District (Name of SELPA / LEA)
 (Signature & Date) 5/15/24	 (Signature & Date)
Anna Krajcin, M.S., CCC-SLP, BCBA Owner/ President (Name & Title of Authorized Representative)	 (Name & Title of Authorized Representative)
Anna Krajcin, M.S., CCC-SLP, BCBA Owner/ President (Notices to Contractor shall be addressed to)	SELPA Director (Notices to LEA shall be addressed to)
1849 Willow Pass Rd. Suite 420 (Contractor Address)	915 54th St. (LEA Address)
Concord, CA 94520 (Contractor City, State, Zip Code)	Oakland, CA 94608 (LEA City, State, Zip Code)
Phone: (925)672-9440 Fax: 8882032118 Email: info@cabtherapy.com Website: communicationacrossbarriers.com	Phone: 510-879-5003 Fax: Email: rain.johnson@ousd.org Website: www.ousd.org/specialeducation

	(Address Additional Notices to)
	Phone: Fax: Email:

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature:  Date: 5/2/24

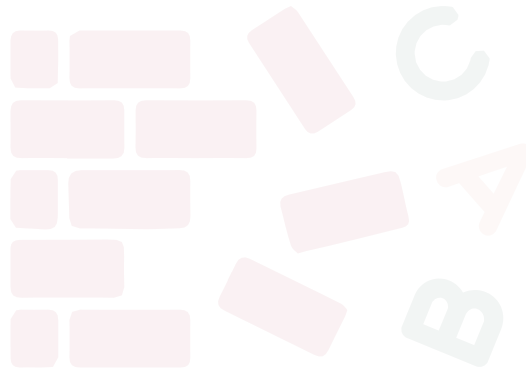


COMMUNICATION
ACROSS BARRIERS SPEECH CLINICS, INC.

Rate Sheet 2024-2025

TAX-ID 86-2615173
NPA-ID 9903258

Speech Language Pathologist (SLP)	Group \$110/hour Individual \$110/hour
Bilingual Speech Language Pathologist (SLP)	Group \$112/hour Individual \$112/hour
Speech Language Pathology Assistant (SLPA)	Group \$83/hour Individual \$83/hour
Bilingual Speech Language Pathology Assistant (SLPA)	Group \$85/hour Individual \$85/hour
Assistive Technology Services (ATS)	\$121/hour
Behavior Intervention Services (BIS)	\$138/ hour





CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: December 12, 2023

NPA ID: 9903258

Nonpublic Agency: Communication Across Speech Barriers Speech Clinics, Inc.

Site Administrator: Anna Krajcin

Mailing Address: 1849 Willow Pass Road Suite 420

City: Concord CA 94520

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE [checked] Yes [] No

Grades: PK to 12

Site Address: 1849 Willow Pass Road Suite 420

Ages: 3 to 21

City: Concord CA 94520

Student Gender: All

2024 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2024 through December 31, 2024

[] 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 Service

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

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 occurrence: 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/14/2024
--

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).

PRODUCER WestCorp Financial & Insurance Services 110 Blue Ravine Rd, Ste 158 Folsom CA 95630	CONTACT NAME: PHONE (A/C, No, Ext): 916-985-0288		FAX (A/C, No): 916-985-0289	
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Sequoia Insurance Company			
	INSURER B: CNA - Continental Casualty Company			20443
	INSURER C: INSURER D: INSURER E: INSURER F:			
INSURED Comm Across Barriers Therapy Clinics Inc DBA Speech at Home 1849 Willow Pass Rd #420 Concord CA 94520				

COVERAGES **CERTIFICATE NUMBER:** **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	SUBR	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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7012767397	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 2,000,000			
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:									
	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 - COMPROP AGS \$ 4,000,000 \$									
	AUTOMOBILE LIABILITY									
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	QWC1367600	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000									
	Business Personal Property									
B		<input type="checkbox"/>	<input type="checkbox"/>	7012767397	06/01/2024	06/01/2025	Loc 1 - 25,000 Loc 2 - 5,000 Loc 3 - 5,000			

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

CERTIFICATE HOLDER Oakland Unified School District 1011 Union Street Oakland CA 94607	CANCELLATION 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 05/14/2024
---	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization as required by written contract.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	6/1/2023	Policy No.	QWC1285706	Endorsement No.	0
Insured	Communication Across Barriers Therapy Clinics Inc			Premium \$	2,327
Insurance Company	Sequoia Insurance Company				

Countersigned by _____



General Endorsement

CSAA Insurance Exchange
P.O.Box 22221, Oakland, CA 94623-2221

TO

Mount Diablo Unified School District and the Board of Education
1936 Carlotta Dr
CONCORD, CA 94519

TO BE COMPLETED WHEN THIS ENDORSEMENT IS ISSUED

ATTACHES TO AND FORMS A PART OF POLICY NUMBER
CAAS200613465
ENDORSEMENT EFFECTIVE DATE
03-19-2024
POLICY EXPIRATION
03-19-2025

NAMED INSURED

ANNA M KRAJCIN
ALEN KRAJCIN

The Policy identified above is changed only as follows:

1. The following person or organization:

Name: MOUNT DIABLO UNIFIED SCHOOL DISTRICT AND THE BOARD OF EDUCATION

Address: 1936 CARLOTTA DR
CONCORD CA 94519

Will be considered an **insured person**, under and subject to the terms and conditions specified in Item 2 below.

2. For an additional premium, subpart (3) of the section entitled "ADDITIONAL DEFINITION USED IN THIS PART ONLY", under PART I - LIABILITY, COVERAGE A - LIABILITY COVERAGE, on page 4 of the Policy, is added to the Policy:
 - (3) any other person or organization with respect only to legal liability for acts or omissions of:
 - (a) any person covered under this Part while using **your insured car**, or
 - (b) **you** or any **relative** covered under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.
3. Prior to cancellation of this policy, **we** will give to the person or organization shown above 10 days' notice of cancellation for non-payment of premium, 20 days' notice of cancellation for any other reason or lapse of the Policy.
4. Terms in bold text are defined in the Policy. All other terms, conditions and exclusions of the Policy remain unchanged.



AMBA
CA Insurance License #0I96562
P.O. Box 14554
Des Moines, IA 50306
www.proliability.com

January 30, 2024

Communication Across Barriers Speech
Clinics, Inc.
Suite 420
1849 Willow Pass Road
Concord, CA 94520

Re: Allied Health Professional Liability
Customer Number: 2836818
Policy Number: AHY-993419005
Expiration Date: 03/09/2025

Dear Anna Krajcin,

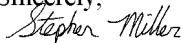
I am pleased to enclose your insurance policy through the Liberty Insurance Underwriters Inc. Please review the material carefully and take specific notice of any endorsements to the policy. These policy documents should be kept with your important papers.

Please note the important information below:

Address or Mid-Term Changes: Any change of address or request for mid-term change should be sent to the following address to assure timely receipt of future notices. All requests must be signed and dated by the policy holder. Also note that requests for mid-term changes to your coverage must be approved by an underwriter prior to binding coverage.

AMBA
CA Insurance License #0I96562
P.O. Box 14554
Des Moines, IA 50306
Fax:515-506-5089
Phone: 1-800-375-2764

If you have any questions, please contact our office Monday through Friday from 8:15 a.m. to 5:00 p.m. (CT). Thank you for the opportunity to serve your insurance needs.

Sincerely,


Stephen Miller
Sr. Vice President | CA License #0G07163
AMBA

Enclosure

Speech/Language/Hearing Firm
Renewal Submission

NOTICE

CLAIM REPORTING INSTRUCTIONS

In the event you receive notice of a Claim, Suit, **Incident** or **Occurrence**, you must provide written notice to Liberty Insurance Underwriters Inc. (LIUI). A claim must be reported to LIUI for assignment to a Claims Professional. Please follow the instructions below:

Please send written notice to: AMBAClaims@libertyiu.com

OR mail to: Liberty International Underwriters
28 Liberty Street
5th Floor
New York, NY 10005

When contacting LIUI, please provide the following:

- Your policy number
- The telephone number and best time you can be reached
- An address where you can receive mail
- An email address
- The date you received the claim
- The date of the incident
- The claimant name (if available)
- A brief description of the facts of the claim (if available)

If you would like to speak with someone regarding your Claim, Suit, **Incident** or **Occurrence**, please contact: 1-855-511-8097

Terms in bold face are defined by your policy. Please refer to your policy for relevant definitions and reporting obligations.

RECEIPT OF PAYMENT	
Date:	01/30/2024
Named Insured: Policy Number: Effective Date:	Communication Across Barriers Speech Clinic, Inc. AHY-993419005 03/09/2024
Amount Due: *	\$488.00
Status:	Paid in Full

*Please be advised that the receipt of payment does not include payments for changes made to the policy after the initial policy issuance.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

55 Water Street, 18th Floor
New York, NY 10041

DECLARATIONS

Policy Number: AHY-993419005

Renewal Of: AHY-993419004

SECTION I

Item

- 1. Named Insured: Communication Across Barriers Speech Clinic, Inc.

- 2. Mailing Address: Suite 420
1849 Willow Pass Road
Concord, CA 94520

- 3. Policy Period: From: 03/09/2024 To: 03/09/2025
12:01 A. M. Standard Time At Location of Designated Premises

- 4. Business or Profession: Affiliation: 3153- American Speech-Language-Hearing Assoc.
Speech Language Pathologist / Behavioral Therapist

- 5. The Named Insured is a(n): Partnership Corporation Individual LLC
 Sole Proprietor (with employees) Professional Association Other

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsements(s): HCPL-2037 (01/14), HCPL-2038 (11/09), HCPL-8101A (04/14) HCPL-8020 (Ed. 12/10), HCPL-2037-9000 CA (11/09) ADM-OFAC-0419,

HCPL-8320 (01/15), HCPL-8321 (01/15), HCPL-8324 (01/15), HCPL-8328 (02/15)

SECTION II

Item	COVERAGE	Premium
A.	Professional Liability [X]	\$483.00
B.	General Liability []	
	Terrorism Risk Insurance Act []	
C.	Endorsements []	

TOTAL: \$483.00
Minimum Premium

LIMITS OF LIABILITY

\$1,000,000 Each Incident and Each Occurrence \$3,000,000 Aggregate

SECTION III

SUPPLEMENTARY PAYMENTS

- A. First Party Assault
- B. Licensing Board Reimbursement
- C. Wage Loss and Expense
- D. Deposition Expense
- E. First Aid Reimbursement

Representative Agent: AMBA
CA Insurance License #0I96562
P.O. Box 14554
Des Moines, IA 50306

Healthcare Professional Liability



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinic, Inc.

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED OCCUPATIONS ENDORSEMENT

The business, occupation and/or profession shown in the Declarations of this policy is amended to include the following:

Speech Language Pathologist, FT, Owner, 1

Speech Language Pathologist Aide/Assistant, Employee(s), 3

Speech Language Pathologist, Employee(s), 9

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

HCPL-8020 (Ed. 12/10)

MEMORANDUM OF INSURANCE

Date Issued 01/30/2024

Producer

AMBA
 CA Insurance License #0196562
 P.O. Box 14554
 Des Moines, IA 50306
 1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters Inc.

Insured

Communication Across Barriers Speech
 Clinics, Inc.
 Suite 420
 1849 Willow Pass Road
 Concord, CA 94520

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH Fm Speech Language Pathologist Behavioral Therapist	AHY-993419005	03/09/2024	03/09/2025	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

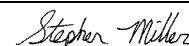
PROOF OF INSURANCE

Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
 Stephen Miller



MEMORANDUM OF INSURANCE	Date Issued 01/30/2024
--------------------------------	------------------------

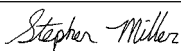
Producer AMBA CA Insurance License #0I96562 P.O. Box 14554 Des Moines, IA 50306 1-800-375-2764	This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
--	---

Insured Communication Across Barriers Speech Clinics, Inc. Suite 420 1849 Willow Pass Road Concord, CA 94520	Company Affording Coverage Liberty Insurance Underwriters Inc.
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This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH Fm Speech Language Pathologist Behavioral Therapist	AHY-993419005	03/09/2024	03/09/2025	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

Anna Krajcin, Speech Language Pathologist is/are covered under the provisions of the policy.

Memorandum Holder: PROOF OF COVERAGE ONLY	Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative Stephen Miller
	

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

THIS IS AN OCCURRENCE POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

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

I. COVERAGES

A. COVERAGE A, PROFESSIONAL LIABILITY COVERAGE

If indicated by a specific premium in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Incident** or **Personal and Advertising Injury** offense, to which this insurance applies in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations; which occurs during the **Policy Period**.

B. COVERAGE B, GENERAL LIABILITY COVERAGE

If indicated by a specific premium in the Declarations, the Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Bodily Injury**, **Property Damage** or **Personal and Advertising Injury** to which this insurance applies in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, caused by an **Occurrence** during the **Policy Period**. This coverage specifically includes the following extensions:

1. Contractual Liability: **Bodily Injury** or **Property Damage** resulting from any **Incidental Contract** relating to the operation of the **Named Insured's** business, except if such injury or damage occurred prior to the execution of the **Incidental Contract**;
2. Host Liquor Liability: **Bodily Injury** or **Property Damage** arising out of the giving or serving of alcoholic beverages at functions incidental to the **Named Insured's** business;
3. Damage To Premises Rented To You: **Property Damage** to structures or portions thereof rented to or leased to the **Named Insured**, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire. Solely as respects Damage To Premises Rented To You coverage, all of the exclusions of the policy, other than Exclusions 6, 12 and 13 and the Nuclear Energy Liability Exclusion (Broad Form) are deleted;

As respects coverage(s) provided by this insurance, the Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** on account of such **Bodily Injury**, **Property Damage**, **Personal and Advertising Injury**, even if any of the allegations of the **Suit** are groundless, false or fraudulent, but the Company shall not be obligated to pay any claim or judgment or continue to defend any **Suit** after the applicable limit of the Company's liability has been exhausted by payment of **Damages**.

The Company, at its option, shall select and assign defense counsel; however, the **Named Insured** may engage additional counsel, solely at their expense, to associate in the defense of any claim covered hereunder. **Claims Expenses** incurred by the Company shall be paid in addition to the applicable Limits of Liability. The Company shall also have the right to investigate any claim and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the Company and elects to contest the claim or continue any legal proceedings in connection with such claim, then the Company shall be relieved of any

Healthcare Professional Liability

claim or continue any legal proceedings in connection with such claim, then the Company shall be relieved of any further duty to defend the claim, and the liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the claim could have been settled as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal. The **Insured** shall not admit liability, nor assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's written consent.

II. PERSONS INSURED

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

- A. If the **Named Insured** is an individual, the **Named Insured** so designated in the Declarations;
- B. If the **Named Insured** is a sole proprietorship, the **Named Insured** so designated in the Declarations;
- C. If the **Named Insured** is a partnership, the partnership so designated in the Declarations and any partner thereof;
- D. If the **Named Insured** is other than an individual, sole proprietorship or partnership, the organization so designated in the Declarations, and any owner, officer, director, principal, trustee or stockholder thereof;
- E. Any employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan or unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. Any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**;
- G. Any professional serving as a temporary replacement or substitute for an **Insured**, but solely while such person was acting within their duties for, and on behalf of, the **Named Insured**. During the term of such replacement, the person who is replaced by, or substituted for, shall not be an **Insured** under this policy, as respects COVERAGES A. and B.

III. LIMITS OF LIABILITY

Regardless of the number of Coverage Parts that apply, the number of **Insureds** under this insurance, the number of persons and/or organizations who sustain **Bodily Injury, Property Damage, Personal Injury** and/or **Advertising Injury**, or the number of claims made or **Suits** brought, the Company's liability is limited as follows:

- A. The Limit of Liability stated in the Declarations as applicable to "each **Incident**" or "each **Occurrence**" is the total limit of the Company's liability for all Damages for "each **Incident**" and/or "each **Occurrence**" covered by the policy. All claims arising from the same or related **Incident, Occurrence** and/or **Personal Injury** shall be considered a single claim for the purpose of this insurance and shall be subject to the same Limit of Liability.
- B. The Limit of Liability stated in the Declarations as "Aggregate" is, subject to the above provisions involving "each **Incident**" and/or "each **Occurrence**," the total limit of the Company's liability under this policy for all **Damages**. However, the Limit of Liability stated in the Declarations as "Aggregate" shall apply separately to any individual defined as an **Insured** under Section II, PERSONS INSURED, Subsections A, B, C or E, or any organization defined as an **Insured** under Subsection D.

IV. POLICY TERRITORY

This insurance applies to **Bodily Injury, Property Damage, Personal Injury, or Advertising Injury** which occurs anywhere in the world, provided that claim is made or **Suit** is brought within the United States of America, its territories or possessions, or Canada.

V. SUPPLEMENTARY PAYMENTS

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

Healthcare Professional Liability

A. FIRST PARTY ASSAULT:

Up to \$10,000, for:

1. medical expenses incurred as a result of **Bodily Injury** to the **Insured**; and
2. repair or replacement of personal property owned by the **Insured**;

caused by any one **Assault** by, or at the direction of, a person other than an **Insured** during the **Policy Period**, which happens on the **Insured's** workplace premises, including the ways immediately adjoining such workplace premises, while away from such workplace premises while conducting an authorized work activity, or while travelling to or from such workplace premises.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$25,000 for all **Assaults** which happen during the **Policy Period**.

This coverage does not apply to damage to any mode of transportation used by the **Insured** to go to and from the **Insured's** workplace premises, or damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.

This coverage applies as excess over any other available insurance covering such loss;

B. LICENSING BOARD REIMBURSEMENT:

Up to \$10,000 for attorney fees, and other costs, expenses or fees resulting from the investigation or defense of all proceedings before any entity responsible for regulating the **Insured's** professional conduct, arising out of an **Incident**, incurred as a result of notice or notices of proceedings first received by the **Insured** during the **Policy Period**. This payment, however, does not apply to any expenses or fees resulting from criminal proceedings.

All such proceedings arising out of the same or related Incident shall be:

1. considered first made during the **Policy Period** in which the earliest complaint arising out of such same or related **Incident** was made; and
2. subject to a single limit as stated above.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$25,000 for all **Incidents** of which notice or notices are first received by all **Insureds** during the **Policy Period**.

C. WAGE LOSS AND EXPENSE:

For lost wages, costs and expenses, caused by the **Insured's** attendance at the Company's request at any trial(s), hearing(s) or arbitration proceedings(s) involving a civil **Suit(s)** against such **Insured** for covered **Damages** the Company will pay up to \$500 per Insured per day for the Insured's lost wages, costs and expenses. Regardless of the number of **Insureds**, trials, hearings or arbitration proceedings, the amount so payable for any one series of trials, hearings or arbitration proceedings arising out of the same **Incident** and/or **Occurrence** shall not exceed \$10,000. The maximum amount the Company will pay for all Incidents and/or Occurrences during the Policy Period shall not exceed \$25,000.

D. DEPOSITION EXPENSE:

Up to \$10,000, for all reasonable fees, costs and expenses necessary to represent the **Insured** at all depositions, which the **Insured** is required to attend, arising out of the profession indicated in the Declarations, of which notice or notices of required attendance are first received by the **Insured** during the **Policy Period**. This payment does not apply to any deposition where the **Insured** is acting as a paid expert.

Healthcare Professional Liability

E. FIRST AID REIMBURSEMENT:

Up to \$10,000, for all medical related expenses for which the **Insured** has voluntarily made payment or incurred, for first aid rendered to others because of any **Bodily Injury** covered by this policy. For purposes of this Supplementary Payment, first aid is the provision of initial care for an illness or injury until definitive medical treatment can be accessed.

This provision does not apply to **Bodily Injury** to any person defined as an **Insured** in this policy.

F. MEDICAL PAYMENTS:

The Company will pay, in addition to the applicable Limit of Liability, up to \$10,000 per person, to or for each person who sustains **Bodily Injury** caused by an **Occurrence** during the **Policy Period**:

1. while on the premises owned by or rented to the **Insured** with the permission of the **Insured**;
or
2. while elsewhere if such **Bodily Injury**:
 - a. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining; or
 - b. is caused by the activities of the **Insured**; or
 - c. is caused by the activities of, or is sustained by, a residence employee while engaged in activities as a lawful employee of the **Insured**;

the reasonable expense of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four (4) years from the date of **Occurrence**.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$100,000 for all persons who sustain **Bodily Injury**.

G. DAMAGE TO PROPERTY OF OTHERS:

The Company will pay, in addition to the applicable Limit of Liability, up to \$10,000 for all damage to the property of others that is caused by the **Insured** during the **Policy Period**. The Company will not pay for damage to the property of others if such damage arises out of:

1. any act or omission with regard to any premises, other than your residence premises, which is owned, rented or controlled by an **Insured**; or
2. the **Insured's** ownership, use, care, or entrustment to others of an **Automobile, Mobile Equipment**, watercraft or aircraft.

Within sixty (60) days from the date of loss, the **Insured** must submit a sworn statement of such loss to the Company. The **Insured** must also exhibit the damaged property if such property is in the **Insured's** possession and/or control.

Subject to the foregoing, the total amounts payable under this extension shall not exceed \$10,000 during the **Policy Period**.

VI. EXCLUSIONS

This insurance does not apply:

1. with respect to **Advertising Injury**:
 - a. to any **Insured** in the business of advertising, broadcasting, publishing or telecasting; or

Healthcare Professional Liability

- b. to any injury arising out of any act committed by any **Insured** with actual malice;
- 2. to **Advertising Injury** arising out of:
 - a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract; or
 - b. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
 - c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- 3. to any obligation for which the **Insured**, or any carrier as his/her insurer, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- 4. to **Bodily Injury** or **Personal Injury** to any employee of the **Insured** arising out of and in the course of his/her employment by the **Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
- 5. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any watercraft owned or operated by or rented or loaned to any **Insured**; or
 - b. any other watercraft operated by any person in the course of his/her employment by any **Insured**.

This exclusion does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **Named Insured** nor being used to carry persons or property for a charge. Irrespective of this coverage, where the **Insured** is covered or protected by other insurance against any loss or claim which would otherwise have been paid by the Company under this policy there shall be no contribution or participation by this Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise;

- 6. to any claim, action, judgement, liability, settlement, loss, defense, cost or expense in anyway arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, sound or noise, heat or cold, into or upon land, the atmosphere or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

But this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

- a. materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
- b. any premises, site or location:
 - i. which is or was at any time used for handling, storage, disposal, processing or treatment of waste; or
 - ii. on which any **Insured** or contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
- 7. to **Bodily Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition **Incident** to any of the foregoing;

Healthcare Professional Liability

8. to **Bodily Injury** or **Property Damage** for which the **Insured** or the **Insured's** indemnitee may be liable:
 - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of, the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, including the selling, serving or giving of any alcoholic beverage to a minor;
9. to **Property Damage** included within:
 - a. the **Explosion Hazard**;
 - b. the **Collapse Hazard**;
 - c. the **Underground Property Damage Hazard**;
10. to any dishonest, fraudulent, criminal or malicious act or omission of any **Insured**;
11. to any claim made by an employer against an **Insured** if the **Insured** is a salaried employee of such employer;
12. to acts or omissions by any **Insured** expected or intended to cause **Bodily Injury** or **Property Damage** regardless or whether or not such act or omission was intended to cause the specific **Bodily Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured** which results in **Bodily Injury**, if such **Bodily Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property;
13. to liability assumed by any **Insured** under any contract or agreement except to the extent:
 - a. such **Insured** would be liable in the absence of such contract or agreement, including liability assumed by any **Insured** under a contract or agreement with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization;
 - b. the contract or agreement is an **Incidental Contract** and COVERAGE B, GENERAL LIABILITY COVERAGE has been purchased;
14. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any **Automobile** or aircraft owned or operated by or rented or loaned to any **Insured**; or
 - b. any other **Automobile** or aircraft operated by any person in the course of his or her employment by any **Insured**; but this exclusion does not apply to the parking of an **Automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **Automobile** is not owned by or rented or loaned to any **Insured**;
15. to **Bodily Injury** or **Property Damage** arising out of:
 - a. the ownership, maintenance, operation, use, loading or unloading of any **Mobile Equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - b. the operation or use of any snowmobile or trailer designed for use therewith;
16. to **Bodily Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**;
17. to **Property Damage** to:
 - a. property owned, rented or occupied by, the **Named Insured**; or
 - b. personal property in the care, custody or control of the **Insured**;

Healthcare Professional Liability

18. to **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
19. to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a. a delay in or lack of performance by or on behalf of the **Named Insured** or any contract or agreement; or
 - b. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet with the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's Product** or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;
20. to **Property Damage** to the **Named Insured's Products** arising out of the use of such products or any part of such products;
21. to claims brought for the withdrawal, inspection, repair, replacement, or loss of use of the **Named Insured's Products** or work completed by or for the **Named Insured** or any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
22. to claims brought against any **Insured** as a proprietor, owner, partner, manager, superintendent, or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility, foster care agency, adoption agency or any other facility not specified in the Declarations or any endorsement thereto;
23. to claims arising out of the services performed by any **Insured** as a physician, surgeon, dentist, nurse midwife, chiropractor, podiatrist, osteopath, psychiatrist, cytotechnologist, or perfusionist, except for services performed as an optometric physician, or to claims brought against the **Insured** arising out of any trade, business, employment, profession or occupation other than as specified in the Declarations or any endorsement thereto;
24. to claims based on or arising out of the practice of the **Named Insured's** business or professional occupation as stated in the Declarations unless the **Insured** is properly licensed or certified by the laws of the state(s) in which the **Insured** practices or conducts business or is otherwise qualified to practice the **Named Insured's** business or professional occupation in the absence of such law;
25. to claims based on or arising out of services provided by any **Insured**, to the extent such services are not authorized or permitted by the laws of the state(s) in which such **Insured** practices or conducts business;
26. to any claims based on or arising out of any act or omission by an **Insured** with respect to hiring, termination, harassment, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person;
27. to any claims made or **Suits** brought against any **Insured** alleging in whole or part;
 - a. physical assault, abuse, molestation, or habitual neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed, by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
 - b. sexual assault, abuse, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part, for any **Damages** arising out of sexual and/or physical abuse,

Healthcare Professional Liability

including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the sexual abuse and/or physical abuse, failure to prevent assault and battery, failure to discharge the employee.

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any claim upon which **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to any **Insured** or an admission by any **Insured**, shall establish that such behavior caused, in whole or part, the injury claimed in such claim or **Suit**. The Company shall not be required to appeal a judgment or final adjudication adverse to the **Insured**. This duty to defend will not apply to claims brought alleging conduct specified in Exclusion 26, above;

28. to **Bodily Injury** and **Property Damage** included within the **Products Hazard** or **Completed Operations Hazard**;
29. to **Personal Injury** or **Advertising Injury** arising out of:
 - a. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 - b. a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the **Named Insured** was made prior to the effective date of this insurance;
 - c. libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **Insured** with knowledge of falsity thereof;
30. to any claim brought by, or on behalf of, any **Insured** under this policy against any other **Insured** under this policy, except if such claim results from services rendered in a patient or client relationship;

VII. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

“**Advertising Injury**” means injury arising out of an offense committed during the **Policy Period** occurring in the course of the **Named Insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation or right of privacy, piracy, or infringement of copyright, title or slogan;

“**Assault**” means any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm;

“**Automobile**” means any land motor vehicle, tractor, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**;

“**Bodily Injury**” means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any person which occurs during the **Policy Period** including death at any time resulting therefrom;

“**Claims Expenses**” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the Company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, **Suit** or proceedings arising in connection therewith, if incurred by the Company, or by the **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company;
- B. all costs taxed against the **Insured** in such **Suits** and all interest on the entire amount of any judgment therein which accrues after entry of the judgement and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgement which does not exceed the limit of the Company's liability;

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- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Suits**, but not for bond amounts in excess of the applicable Limit of Liability of this policy, but the Company shall have no obligation to apply for or furnish any such bond;

“**Collapse Hazard**” includes “**Structural Property Damage**” as defined herein and **Property Damage** to any other property at any time resulting therefrom. “**Structural Property Damage**” means the collapse of or structural injury to any building or structure due to:

- A. grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- B. moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support thereof.

The **Collapse Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- C. for which liability is assumed by the **Insured** under an **Incidental Contract**;

“**Completed Operations Hazard**” includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Named Insured**. “Operations” includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- A. when all operations to be performed by or on behalf of the **Named Insured** under the contract have been completed; or
- B. when all operations to be performed by or on behalf of the **Named Insured** at the site of the operations have been completed; or
- C. when the portion of the work of which the **Bodily Injury** or **Property Damage** arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service, maintenance work, correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising out of:

- A. operations in connection with the transportation of property, unless the **Bodily Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
- B. the existence of tools, installed equipment or abandoned or unused material; or
- C. operations for which the classification stated in the policy or in the Company’s manual specifies “including completed operations”;

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

“**Explosion Hazard**” includes **Property Damage** arising out of blasting or explosion. The **Explosion Hazard** does not include **Property Damage**:

Healthcare Professional Liability

- A. arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- B. arising out of operations performed for the **Named Insured** by independent contractors; or
- C. included within the **Completed Operations Hazard** or the **Underground Property Damage Hazard**; or
- D. for which liability is assumed by the **Insured** under an **Incidental Contract**;

“**Hostile Fire**” means one which becomes uncontrollable or breaks out from where it was intended to be;

“**Incident**” means any act or omission:

- A. in the rendering of or failure to render services by the **Insured**, or by any person for whom the **Insured** is legally responsible; including but not limited to services as a Good Samaritan; or
- B. in the performance of services by the **Insured** as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a professional organization; in the conduct of the business or professional occupation specified in the Declarations.

Any such act or omission together with all related acts or omissions shall be considered one **Incident** and be subject to the same Limit of Liability;

“**Incidental Contract**” means any oral or written contract or agreement relating to the operation of the **Named Insured’s** business, except as respects Fire Legal Liability;

“**Insured**” means any person or organization qualifying as an **Insured** in Section II, PERSONS INSURED. The insurance afforded applies separately to each **Insured** against whom claim is made or **Suit** is brought, except with respect to the Company’s “Each **Incident**” or “Each **Occurrence**” Limit of Liability, but this provision does not expand or alter the coverage under this policy;

“**Mobile Equipment**” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled:

- A. not subject to motor vehicle registration; or
- B. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining; or
- C. designed for use principally off public roads; or
- D. designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

“**Named Insured**” means the organization named in Item 1 of the Declarations of this policy. “**Named Insured**” also shall include any organization which is acquired or formed by the **Named Insured** and over which the **Named Insured** maintains ownership or majority interest, other than a joint venture, but this insurance shall not apply if such new organization is also an **Insured** under any other similar liability or indemnity policy or would be insured under any such policy but for exhaustion of its limits of liability. Unless written notice is given to the Company, this coverage shall terminate ninety (90) days from the date any such organization is acquired or formed by the **Named Insured**, or the end of the **Policy Period** whichever is earlier, and shall only apply to claims brought against the **Insured** arising out of the business or professional occupation specified in the Declarations;

“**Named Insured’s Products**” means goods or products manufactured by the **Named Insured** or by others trading under the name of the **Named Insured**, including any container thereof;

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“**Occurrence**” means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **Bodily Injury** or **Property Damage**, neither expected nor intended from the standpoint of any **Insured** or **Advertising Injury**;

“**Personal Injury**” means injury arising out of an offense committed during the **Policy Period**, if such injury result from:

- A. false arrest, detention or imprisonment, or malicious prosecution; or
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Named Insured**; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy;

Any such act, described in A, B or C above, together with all related acts described in A, B or C above shall be considered one **Personal Injury** and be subject to the same Limit of Liability.

“**Policy Period**” means, whenever used in this policy, the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any;

“**Products Hazard**” includes **Bodily Injury** and **Property Damage** arising out of the **Named Insured’s Products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from the premises owned by or rented to the **Named Insured** and after physical possession of such products has been relinquished to others. Equipment specifically designed, made or altered by the **Insured** for a patient or client in the performance of the **Insured’s** profession or operation of business, shall not be included in the “**Products Hazard**”;

“**Property Damage**” means:

- A. physical injury to or destruction of tangible property which occurs during the **Policy Period**, including the loss of use thereof at any time resulting therefrom; or
- B. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the **Policy Period**; or
- C. economic loss, whether or not resulting from physical injury or damage to person or property, except if such loss was caused, or alleged to have been caused, in whole or part, by anti-trust, breach of contract, price-fixing, restraint of trade or unfair business practices by any **Insured**;

“**Suit**” includes lawsuit and/or arbitration proceedings to which the **Insured** is required to submit to or to which the **Insured** has submitted with the Company’s consent;

“**Underground Property Damage Hazard**” includes **Underground Property Damage** as defined herein and **Property Damage** to any other property at any time resulting therefrom. “**Underground Property Damage**” means **Property Damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The **Underground Property Damage Hazard** does not include **Property Damage**:

- A. arising out of operations performed for the **Named Insured** by independent contractors; or
- B. included within the **Completed Operations Hazard**; or
- C. of which liability is assumed by the **Insured** under an **Incidental Contract**.

VIII. CONDITIONS

A. LEGAL ACTION AGAINST THE COMPANY

Healthcare Professional Liability

A person or organization may bring **Suit** against the Company including, but not limited to, a **Suit** to recover on an agreed settlement or on a final judgement against an **Insured**; but the Company will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured** and the claimant or the claimant's legal representative.

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

B. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed herein; if, however, the **Named Insured** shall die, such insurance as afforded by this policy shall apply (1) to the **Named Insured's** legal representative as the **Named Insured**, but only while acting within the scope of his/her duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

C. ASSISTANCE AND COOPERATION OF INSURED

The **Insured** shall give written notice to the Company as soon as practicable of any claim made against the **Insured** or of any specific circumstances involving a particular person likely to result in a claim. The notice shall identify the **Insured** and contain reasonably obtainable information with respect to the time, place and circumstances of the injury, including the names and addresses of the injured and of available witnesses and the extent of the type of claim anticipated. If a claim is made or **Suit** is brought against the **Insured**, the **Insured** shall immediately forward to the Company every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

The **Insured** and each of its employees shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of **Suits** and enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of injury or **Damage** with respect to which this insurance is afforded under this policy; and the **Insured**, and any of its members, partners, officers, directors, stockholders and employees that the Company deems necessary shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligations or incur any expense.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

E. CANCELLATION AND NONRENEWAL

1. CANCELLATION

This insurance may be canceled on the customary short-rate basis by the **Named Insured** at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

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

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This insurance may also be canceled, with or without the return or tender of the unearned premium, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the **Named Insured**. In case of nonpayment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.

Cancellation by the Company shall only be effective if based on one or more of the following reasons:

- a. nonpayment of premium;
- b. the policy was obtained through material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
- c. material failure to comply with any policy term, condition or contractual duty;
- d. the risk originally accepted has measurably increased; or
- e. loss by the Company of reinsurance which provided coverage for all or a substantial part of the risk insured.

2. NONRENEWAL

The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days before the policy expires. "Nonrenewal" shall include the failure of the Company to offer a renewal policy which provides types and limits of coverage substantially equivalent to those contained in the expiring policy.

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

F. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy.

G. DECLARATIONS

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations are the **Insured's** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

H. OTHER INSURANCE

If there is other valid insurance (whether primary, excess, contingent or self-insurance) which may apply against a loss or claim covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance. When this insurance is excess, the Company shall have no duty under this policy to defend any claim or **Suit** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such claim or **Suit**, the Company shall be entitled to the **Insured's** rights against all such other insurers or self-insurers for any **Claims Expenses** incurred by the Company.

When both this insurance and other insurance or self-insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss or defense costs than the applicable Limit of Liability under this policy for such loss bears to the total

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applicable limit of liability of all valid and collectible insurance against such loss. Subject to the foregoing, if a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro-rata.

I. REIMBURSEMENT

While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

- a. within the amount of the applicable Deductible;
- b. in excess of the applicable Limit of Liability,

all **Insureds** shall be jointly and severally liable to the Company for such amounts. Upon written demand, the **Insured** shall repay such amounts to the Company within thirty (30) days thereof. Failure to pay any amount indicated may lead to policy cancellation.

J. SUBROGATION

To the extent of any payment under this policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefore against any person, organization or entity and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after any loss to prejudice such rights.

K. PREMIUM

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the **Policy Period**. At the close of each period (or part thereof terminating with the end of the **Policy Period**) designated in the Declarations as the audit period the earned premium shall be computed for such period, and upon notice thereof to the **Named Insured**, shall become due and payable. If the total earned premium for the **Policy Period** is less than the premium previously paid, the Company shall return to the **Named Insured** the unearned portion paid by the **Named Insured**.

The **Named Insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the **Policy Period** and at such times during the **Policy Period** as the Company may direct.

L. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time. Neither the Company's rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Named Insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the **Named Insured's** books and records at any time during the **Policy Period** and extensions thereof and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance.

M. AUTHORIZATION

The first **Named Insured** listed in the Declarations or in any amendment thereto, agrees to act on behalf of all other **Insureds** with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy and in the receiving of any return premiums that may become due hereunder.

All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any amendment thereto, is hereby designated to so act on their behalf.

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N. LIBERALIZATION

If the Company adopts a revision, at any time during the **Policy Period**, which would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

Handwritten signature of Christopher L. Peirce in black ink.

PRESIDENT
Christopher L. Peirce

Handwritten signature of Mark C. Touhey in black ink.

VICE PRESIDENT and SECRETARY
Mark C. Touhey



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinics, Inc.

Return Premium \$

Additional Premium

SCHEDULE

Information Privacy Aggregate Limit of Liability \$25,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFORMATION PRIVACY SUPPLEMENTARY PAYMENT ENDORSEMENT HIPAA FINES AND PENALTIES AND NOTIFICATION COSTS

In consideration of the premium charged, it is hereby understood and agreed that this endorsement amends the following:

I. The following is added to the SUPPLEMENTARY PAYMENTS section:

HEALTH INFORMATION PRIVACY AND NOTIFICATION COSTS

Subject to the Information Privacy Aggregate Limit of Liability shown in the Schedule above, the Company will:

1. pay **HIPAA Fines and Penalties** pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), which the **Insured** becomes legally obligated to pay arising from a **HIPAA Proceeding** with respect to the management and transmission of **Confidential Health Information**;
2. reimburse the insured for notification costs related to the disclosure of **Confidential Personal Information** provided that the insured obtain the Company's prior approval before incurring such costs; and
3. pay **Claims Expenses** related to 1. and 2. above.

II. With respect to the coverage provided by this endorsement, the following are added to the DEFINITIONS section of the policy:

Confidential Health Information means information pertaining to a patient or a client that has been received or created by the **Insured** or provided by the **Insured** to another, subject to protection pursuant to HIPAA, including, but not limited to, an individual's health information, healthcare treatment information and the fact that the such individual has been treated by any provider.

Confidential Personal Information means information not available to the general public from which an individual may be identified, including, without limitation, an individual's name, address, telephone number, social security number, account relationship, account number(s), account balance(s) and account history(ies).

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HIPAA Fines and Penalties means fines and penalties for failure to comply with the requirements and standards of HIPAA, including fines and penalties imposed by the Department of Health and Human Services or its designees. HIPAA fines and penalties do not include fines and penalties imposed for a knowing wrongful disclosure of individually identifiable health information.

HIPAA Proceeding means an administrative proceeding, including a complaint, investigation or hearing instituted against the **Insured** by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon the Insured under HIPAA or any rules or regulations promulgated thereunder, with respect to the management of **confidential health information**, but solely to the extent that:

1. such proceeding is commenced during the policy period; and
2. reported to the **Insured** within sixty (60) days after the Insured receive notice of such proceeding.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinics, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT BROAD FORM

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to **Bodily Injury** or **Property Damage**:
 - (1) with respect to which an **Insured** under the policy is also an **Insured** under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon the exhaustion of its Limit of Liability; or
 - (2) resulting from the **Hazardous Properties of Nuclear Material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law mandatory thereof, or (b) the **Insured** is, or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments or Claims Expenses provision relating to first aid, to expenses incurred with respect **Bodily Injury** resulting from the **Hazardous Properties of Nuclear Material** and arising out of the operation of a **Nuclear Facility** by any person or organization.
 - C. Under any Liability Coverage, to **Bodily Injury** or **Property Damage** resulting from the **Hazardous Properties of Nuclear Material**; if
 - (1) the **Nuclear Material**: (a) is at any **Nuclear Facility** owned by, or operated by or operated on behalf of, any **Insured** or (b) has been discharged or dispersed therefrom;
 - (2) the **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or

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- (3) the **Bodily Injury or Property Damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possession or Canada, this exclusion (3) applies only to **Property Damage** to such **Nuclear Facility** and any property thereof.

II. As used in this endorsement:

"**Hazardous Properties**" include radioactive, toxic or explosive properties;

"**Nuclear Material**" means **Source Material, Special Nuclear Material** or **By-product Material**;

"**Source Material**" "**Special Nuclear Material**" and "**By-product Material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**Spent Fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**;

"**Waste**" means any waste material:

- (a) containing **By-product Material** other than the tailings or **Wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
- (b) resulting from the operation by any person or organization of any **Nuclear Facility** included under the first two paragraphs of the definition of **Nuclear Facility**;

"**Nuclear Facility**" means:

- (a) any **Nuclear Reactor**;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **Spent Fuel**, or (3) handling, processing or packaging **Waste**;
- (c) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basis, excavation, premises or place prepared or used for the storage of disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**Nuclear Reactor**" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contains critical mass of fissionable material;

"**Property Damage**" includes all forms of radioactive contamination of property.



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New York - It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement-Board Form" printed above, do not apply in New York with respect to any Non-Owned Auto Liability Coverage afforded by this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA AMENDATORY ENDORSEMENT

- I. In consideration of the premium paid, it is hereby agreed and understood that Paragraph 1. of Part VIII.E., CONDITIONS, of the above referenced policy is hereby deleted in its entirety and replaced with the following:

1. CANCELLATION

This insurance may be canceled on the customary short-rate basis by the **Named Insured** at any time by written notice or by surrender of this policy to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the **Insured's** notice of intent to cancel, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

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

This insurance may also be canceled, by the Company or by its authorized representative on its behalf, by sending to the **Named Insured**, by first-class registered or certified mail, at the **Named Insured's** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the **Named Insured**. In case of non-payment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Minimum premium shall not apply to the return of unearned premium if cancellation is by the Company.

A copy of such notice shall also be sent to the **Named Insured's** producer, if any (provided that the **Named Insured's** producer is not an employee of the Company).

If the policy has been in effect for sixty (60) days or less, cancellation by the Company shall only be effective if based on one or more of the following reasons:

- a. non-payment of premium;
- b. this policy was obtained through material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
- c. material failure to comply with any policy term, condition or contractual duty;
- d. the risk originally accepted under this policy has measurably increased; or
- e. the Company's loss of the reinsurance that provided coverage for all or a substantial part of the risk insured under this policy.

If the policy has been in effect for more than sixty (60) days, cancellation by the Company shall only be effective if based on one or more of the following reasons:



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- a. non-payment of premium when due, including payment due on a prior policy issued by the Company and due during the current **Policy Period** covering the same risks insured under the policy;
 - b. any **Insured** has violated any law of this state or of the United States pursuant to a judgment by a court or administrative tribunal and such violation has as one of its elements an act that materially increases a risk insured against under the policy;
 - c. discovery of fraud or material misrepresentation committed by any **Insured** or any **Insured's** representative in either obtaining this insurance or pursuing a claim under the policy;
 - d. discovery of a wilful or grossly negligent act or omission or of a violation of state law or regulation governing safety standards committed by any **Insured** that materially increases a risk insured against under the policy;
 - e. any **Insured** or any **Insured's** representative has failed to implement any reasonable loss control requirement, agreed to as a condition of this insurance, and such failure materially increases a risk insured against under the policy;
 - f. discovery of a change any **Insured** has made in any activity or property of the commercial or industrial enterprise resulting in a material, added risk, a materially-increased risk or a materially-changed risk, unless the added, increased or changed risk is included in the policy;
 - g. determination by the California Commissioner of Insurance that loss of or change to any of the Company's reinsurance covering all or part of the risk insured against would threaten the Company's solvency or financial integrity; or
 - h. determination by the California Commissioner of Insurance that continuation of the policy's coverage would place the Company in violation of any law in California or New York or that continuation of coverage would jeopardize the Company's solvency.
- II. In addition, it is hereby agreed and understood that Paragraph 2. of Part VIII.E., CONDITIONS, of the above referenced policy is hereby deleted in its entirety and replaced with the following:

2. NONRENEWAL

The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days but no more than one hundred twenty (120) days before the policy expires. "Nonrenewal" shall include the failure of the Company to offer a renewal policy which provides types and limits of coverage substantially equivalent to those contained in the expiring policy.

A copy of such notice shall also be sent to the **Named Insured's** producer, if any (provided that the **Named Insured's** producer is not an employee of the Company).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

ENDORSEMENT NO. []

Effective Date: 03/09/2024
Policy Number: AHY-993419005
Issued To: Communication Across Barriers Speech

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinics, Inc.

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

INTRAOPERATIVE NEUROPHYSIOLOGICAL MONITORING PROCEDURE EXCLUSION ENDORSEMENT

In consideration of the premium charged, the following is added to SECTION VI, EXCLUSIONS:

to **Bodily Injury** arising out of any:

- a. intraoperative neurophysiological monitoring services; or
- b. supervision of intraoperative neurophysiological monitoring services provided by the **Insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinics, Inc.

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

STUDENT PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY –
STUDENT INDIVIDUAL

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY
MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

EXCLUSION OF SPECIFIED ACTIVITIES – REUSE OF PARENTERAL DEVICES AND SUPPLIES

In consideration of the premium charged, this policy shall not apply to **Bodily Injury** or **Property Damage for**, based upon, arising out of or related to any acts, errors or omissions involving **Reuse** of:

1. needles or syringes;
2. catheters or ports, including implanted ports;
3. intravenous solution, whether intended for direct intravenous administration or as a source of diluent for medication or any other substance to be administered parenterally;
4. intravenous medications intended for direct intravenous administration, including heparin or sodium chloride used for flushing venous access devices;
5. lines, including intravenous lines, tubing and any connectors thereto; or
6. any other types of parenteral device or supply used to inject medications, administer parenteral substances or withdraw blood samples;

in contravention of the instructions, warnings or recommendations of the manufacturer of such parenteral device or supply, or any standards regarding safe injection practices, intravenous therapy guidelines, infection control or any other pertinent recommendations or guidelines promulgated by

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the Center for Disease Control and Prevention or any other state or federal agency or governmental authority regulating the use of such parenteral device or supply.

Reuse includes:

1. the use of any catheter, line or tubing, including any connectors thereto, on any person after its removal from a person, or after its use for any other purpose wherein it may have become contaminated or is otherwise no longer sterile; or
2. the introduction of any syringe, needle, or other parenteral device or supply into a multi-dose vial or intravenous solution after such syringe's, needle's, device's or supply's initial use.

Reuse does not include more than one parenteral access of a single patient by means of an implanted port or an indwelling various-access device intended to be used for multiple parenteral access, including but not limited to peripheral various devices, arterial devices and central venous devices, including tunneled and non-tunneled devices, or a PICC (peripherally inserted central catheter) line provided that any such procedure comports with:

1. the instructions, warnings and recommendations of the manufacturer of such parenteral device or supply; and
2. any standards regarding safe injection practices, intravenous therapy guidelines, infection control or any other pertinent recommendations or guidelines promulgated by the Center for Disease Control and Prevention or any other state or federal agency or governmental authority regulating the use of such parenteral device or supply, including any protocol prohibiting reuse of any syringe, needle or other parenteral device or supply to access such port or device.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinics, Inc.

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY – INDIVIDUAL

SEXUAL MISCONDUCT ENDORSEMENT

SEXUAL MISCONDUCT AGGREGATE SUBLIMIT OF LIABILITY:

\$25,000

In consideration of the premium charged, the following changes are made to the policy:

- I. Solely with respect to coverage provided under this endorsement, SECTION I, COVERAGES, COVERAGE A, PROFESSIONAL LIABILITY COVERAGE is amended to include the following:

With respect to **Incidents** alleging **Sexual Misconduct** on behalf of the **Insured**, the Company will pay **Covered Sexual Misconduct Damages** because of **Bodily Injury** or **Personal and Advertising Injury** to which this insurance applies, subject to the **Sexual Misconduct** Aggregate Sublimit of Liability stated above. Such **Sexual Misconduct** must actually or allegedly occur:

- 1. in the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations; and
- 2. during the **Policy Period**.

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II. Solely with respect to COVERAGE A. PROFESSIONAL LIABILITY COVERAGE, the following is added to SECTION III, LIMITS OF LIABILITY:

The **Sexual Misconduct** Aggregate Sublimit of Liability indicated above is the limit of the Company's liability for the sum of all amounts the **Insured** is legally obligated to pay as a result of **Claims** involving any act of **Sexual Misconduct** arising out of or related to the operation of the business or conduct of the profession of the **Named Insured** as specified in the Declarations, provided that **Sexual Misconduct** has not been determined to have occurred by any civil or criminal trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not.

This **Sexual Misconduct** Aggregate Sublimit of Liability shall apply:

1. in the event that **Sexual Misconduct** is alleged, whether in a complaint, during discovery at trial or otherwise, regardless of the legal or factual theory of recovery advanced, including but not limited to assertions of improper or negligent hiring or employment, or failure to investigate or supervise; and
2. to any and all such **Claims** arising out of the same or related acts or omissions.

The **Sexual Misconduct** Aggregate Sublimit of Liability shall be the only source of payment of **Covered Sexual Misconduct Damages**, and shall be included within, and not in addition to, the Aggregate Limit of Liability specified in the Declarations.

III. SECTION VI, EXCLUSIONS, paragraph 27. is replaced by the following:

27. to any **Claims** made or **Suits** brought against any **Insured** alleging, in whole or part, **Sexual Misconduct**, and/or physical abuse of a non-sexual nature.

This exclusion applies to any **Damages** arising out of **Sexual Misconduct** other than **Covered Sexual Misconduct Damages**, and/or physical abuse of a non-sexual nature, regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Sexual Misconduct** and/or physical abuse of a non-sexual nature, and failure to discharge the employee.

However, notwithstanding the foregoing exclusion, with respect to COVERAGE A, PROFESSIONAL LIABILITY COVERAGE only, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which **Suit** is brought for any such alleged behavior, unless the behavior has been determined to have occurred by any civil or criminal trial verdict, court ruling, regulatory ruling or admission, whether appealed or not. The Company shall not be required to appeal a judgment or final

Healthcare Professional Liability

adjudication adverse to the **Insured**. This duty to defend will not apply to **Claims** brought alleging conduct specified in Exclusion 26. above;

IV. The following is added to SECTION VII, DEFINITIONS:

“Covered Sexual Misconduct Damages” means that portion of any settlement falling within the **Sexual Misconduct** Aggregate Sublimit of Liability pertaining to any **Claim** for, based on, alleging in whole or in part, or arising out of **Sexual Misconduct**;

“Sexual Misconduct” means:

- a. physical sexual assault, abuse of a sexual nature, molestation, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by, and/or
- b. sexual assault, abuse of a sexual nature, or molestation, or licentious, immoral, amoral or other behavior which was threatened, intended to, lead to or culminated in, any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by,

an **Insured**, two or more **Insureds** acting together, or any person(s) for whom the **Insured** is legally responsible. Multiple, continuous or sporadic or related acts by an **Insured**, or person(s) for whom the **Insured** is legally responsible, shall be deemed one **Incident of Sexual Misconduct**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 03/09/2024

Policy Number: AHY-993419005

Issued To: Communication Across Barriers Speech Clinics, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF CLAIM

In consideration of the premium charged:

I. The following is added to the DEFINITIONS Section of the policy:

"Claim" means any written demand, **suit**, and/or any proceeding as described in Section V., Supplementary Payments, Item B, Licensing Board Reimbursement based on or arising out of an **Incident** or **Occurrence**.

II. Further, wherever the word "claim" appears as a noun in the policy, it shall be replaced by **"Claim"**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Request for Taxpayer Identification Number and Certification

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

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

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

Communication Across Barriers Speech Clinics, Inc.

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.

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.

1849 Willow Pass Rd, Suite 420

6 City, state, and ZIP code

Concord, CA 94520

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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									
8	6	-	2	6	1	5	1	7	3

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶

Anna Krajcin

Date ▶ 5/2/2024

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.