The Speech Pathology Group, Inc.

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

AGREEMENT BETWEEN

Alameda Unified School District AND THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective <u>July 1, 2019</u> by and between the <u>Alameda Unified School District</u> (hereinafter "District") and **The Speech Pathology Group** (hereinafter "Contractor").

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

1. Performance of Services:

- a. Contractor agrees to perform the services described on "Addendums A, B, and/or C" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
- 2. <u>Compensation & Terms for Payment</u>: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty $\frac{1}{15}$ days of receipt of invoice. Any amounts past-due shall-accrue-interest-from the due date-until paid-at the rate of 18% per-annum.
- <u>Contract Term and Termination</u>: This Agreement will become effective on <u>July 1, 2019</u> This Agreement will terminate upon the completion of the Services (as stated in addendums A (speech) and/or B (behavior) and/or C (Psychological Services)) or when terminated as set forth below.
 - a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. <u>As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.</u> The Contractor will inform its' employees of changes or cancellations to the contract.
- 4. <u>Notice:</u> Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501 Phone: (510) 337-7000 Fax:

CONTRACTOR

The Speech Pathology Group, Inc. 2021 Ygnacio Valley Rd, C-103 Walnut Creek, CA 94598 Phone: (925) 945-1474 Fax: (925) 945-1768 Tax ID# 94-3290122 Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

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

6. Management of Speech Pathology Group Staff:

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

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

- 7. <u>Federal & State Taxes:</u> Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
- 8. Fingerprinting and Criminal Records Check of Contractor's Employees: CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers, unless CONTRACTOR determines that the LEA pupils, be contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In

addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

9. Caseload Maximum:

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

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

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

11. Indemnification:

- a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.
- 12. <u>Ownership of Designs and Plans</u>: Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 13. Non-Solicitation: District/Facility understands and acknowledges that Contractor expends extensive amounts of time and money educating, training and mentoring its employees. The purpose of these investments by Contractor is to enhance employee retention and maintain a well-trained supply of employees capable of working at multiple Districts/Facilities. Contractor is not in the business of training individuals to be hired as employees of a District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District/Facility will not solicit any employee of Contractor placed at District/Facility, without the prior written consent of Contractor and not hire any employee of Contractor's employee during the Period, in which case, District/Facility shall pay to Contractor as liquidated damages and not as a penalty, the amount equal to one-half of the total amount District/Facility agrees to Contractor if District/Facility hires Contractor for the full term of this Agreement. District/Facility agrees that the damage caused to Contractor if District/Facility hires Contract's employee, is difficult to ascertain and that it would be impracticable or extremely difficult to fix the amount of actual damages. District/Facility, therefore, agrees that this stated amount of liquidated damages is reasonable under the circumstances existing at the time this Agreement is executed.
- 14. <u>Supplies & Equipment:</u> Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.

- 15. <u>California Law:</u> This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 16. <u>Attorneys' Fees:</u> If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 17. <u>Waiver:</u> The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. <u>Time for Site Specific Trainings/Requirements:</u>

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

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

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

19. List of Services to be Performed by Contractor:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2019, and terminates on June 30, 2020, unless sooner terminated as provided herein.

DISTRICT

Wasten Zazo, Chief Student Support Officer Alameda Unified School District

()Signature

CONTRACTOR

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

Mialisa Bonta, President of the Board of Education Alameda Unified School District

Date

ADDENDUM

Insurance: CONTRACTOR will provide AUSD with evidence of the following insurance coverage 21. prior to commencing the work under this Agreement:

21.1 Workers' Compensation Insurance: If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

General Liability Insurance: CONTRACTOR shall maintain general liability insurance, including 21.2 automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

21.3 Professional Liability Insurance: If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

CONTRACTOR:

Signature of Authorized Representative

DISTRICT:

ature of Authorized Representative

Alameda Unified School District 2019-20		Addend	um A			· Revised:	8/8/201
and a second	-Language Pathologists		ATE CARL				
SPG Theraplet	Site	Dates of Service	Daysipar Week	Days	Notes	BAC Hourly Rate	Amount
ESY Services July 201	9	超示: 10 m 10	an earlier an	STATEMENTS OF			Contraction of the state of the
Heslop, Meghan	Woodstock Child Development Center/High School Consult	7/1/19-7/19/19	5	14	4 hours per day	\$103.75 \$	5,810.00
	The Bay Area Collaborative	(BAC) granted The Speech Path	ology Group a 2.	71% COLA effe	clive 7/1/19		-
				相關	Forellattly 20	DESY SOMEON 6	564000
Fall/Spring School Bas	sed Services*	5月1日,中国中国大学的10月1日,10月1日, 19月1日———————————————————————————————————	and the states of the	<u>出现长期的</u> 。193			NERGER
SPG Theraplet	Site(s)	Dates of Service	Dayspor Week	Days	Notes	EAC Dally Rate	Amount
Valdez, Anna	Ruby Bridges Elem/TBD	8/14/19-6/9/20	5	182	SLPA	\$600.00 \$	109,200.00
Pittluck, Arielle	Lincoln Middle	8/14/19-6/9/20	5	182		\$830,00	151,060.00
Simms, Cari	Will C. Wood Middle (.8)/Amelia Earhart Elem (.2)	8/14/19-6/9/20	5	182		\$830.00	151,060.00
Agostino, Caroline	Amelia Earhart Elem	8/14/19-6/9/20	5	182		\$830.00	151,060,00
Chapey, Danielle	Maya Lin K-5	8/14/19-6/9/20	5	182		\$830,00	151,060,00
Kneafsey, EmmaLee	Henry Haight Elem	8/14/19-6/9/20	5	182	SLPA	\$600.00	109,200.00
Yee, Jenica	Henry Haight Elem/SLPA Sup	8/14/19-6/9/20	2	76		\$830.00	63,080,00
Baca, Karen	TBD	8/14/19-6/9/20	2	76	AT	\$928,00	70,528,00
Hohm, Sarah	Prek/Evals	8/14/19-6/9/20	3	109		\$830,00	90,470.00
	Itinerant AAC	8/14/19-6/9/20	2	72	AAC	\$928.00	66,816,00
				1000	Tiotal 2019-20 Stars	the second s	1,4666699,000
ESY Services June 20	20		Daysipar	States States	and a second second second	BACHouty	
SPG Thorapist	Site	Dates of Service	Weak	Davs	Notes	Rate	Amount

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

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

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

Total 2019-20 Projection: \$1,119,344.00

The Speech Pathology Group (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers**, Medical/MAA Billing.
**The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.

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

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

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

Susan Stark, M.S., CCC-SLP, President	8/8/2019	
Susan Stark, M.S., CCC-SLP, President	Date	
The Speech Pathology Group, Inc.		

Name and Title Alameda Unified School District Date



CALIFORNIA DEPARTMENT OF EDUCATION NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date:	October 15, 2018		
NPA ID:	9900164		
Nonpublic Agency:	The Speech Pathology C	Group, I	nc-Walnut Creek
Site Administrator:	Susan Stark		
Site Address:	2021 Ygnacio Valley Roa	ad, C20)2
City:	Walnut Creek	CA	94598

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

2019 CERTIFICATION STATUS:

APPROVED

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

EFFECTIVE DATES:

January 01, 2019 through December 31, 2019

Authorized S	ites to Serve:	🗹 LEAs	🗹 NPA S	Site 🔽	NPS Sites	□ Virtual Services
Authorized to	o Provide the	Following Rela	ted Services:			
APE	🖌 BII	✓ LSDR	🗌 РСТ	🗌 SDTI		
🗌 AS	🗆 CG	🗌 MT	✓ PS	□ sw	🗆 LI:	
ATS	🗆 EE	OM	🗌 PT	🗌 TS	Other Serv	vices Authorized:
🖌 BID	☐ HNS	🗌 ОТ	RS	🗌 VS		

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

Focused Monitoring and Technical Assistance VI Unit

Special Education Division

Request for Taxpayer Identification Number and Certification

2

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 blan	k.	
	The Speech Pathology Group, INC		
	2 Business name/disregarded entity name, if different from above		
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. C following seven boxes.	heck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
ы	Individual/sole proprietor or C Corporation S Corporation Partnership	Trust/estate	
oe.	single-member LLC		Exempt payee code (if any)
Lty!	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partn		
rint or type. Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the		Exemption from FATCA reporting
	another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sin	ngle-member LLC that	code (if any)
P Specific	is disregarded from the owner should check the appropriate box for the tax classification of its ow Other (see instructions) >	mer.	(Applies to accounts maintained outside the U.S.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	and address (optional)
See ?	2021 Ygnacio Valley Rd. C-103		
S	6 City, state, and ZIP code	-	
	Walnut Creek, CA 94598		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a		urity number
	p withholding. For individuals, this is generally your social security number (SSN). However, nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other		
	s, it is your employer identification number (EIN). If you do not have a number, see How to g		
TIN, la			

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Str-	Date► 1/14/19
			, , , , , ,

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)

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- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



Staff Clearances and Annual Required Notices

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

Tuberculosis clearance has also been obtained for all Speech Pathology Group employees per the requirements of California Education Code sections 35021 et. seq. The Speech Pathology Group complies with the OSHA Blood Borne Pathogens Standards, per Title 29 Code of Federal Regulations section 1910.1030 and provides annual trainings regarding blood borne pathogens health care precautions. Annual notices and procedures are distributed to all Speech Pathology Group employees including but not limited to: Anti-Bullying and Harassment, also cited as the Safe Place to Learn Act (as defined by the California Education Code sections 48900 and 234-234.5), Child Abuse and Neglect Mandated Reporting, Positive Behavior Intervention (California Code of Regulations, Title 5, Section 3052(i)), Reporting of Missing Children (California Education Code 49370), and Sexual Harassment/Non-Discrimination.

Records of state license/credential, tuberculosis clearances, and confirmation of receipt of all required annual notices are kept on file in The Speech Pathology Group's Human Resources Department.

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

8/19

2021 Ygnacio Valley Rd., Suite C-103 • Walnut Creek, CA 94598 925.945.1474 • fax 945.1768 • speechpathologygroup.com 5/26/16

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

Please let me know if you have any further questions.

Jamie Yaudes Senior Account Manager

G

Arthur J. Gallagher & Co.

3697 Mt. Diablo Blvd., Suite 300, Lafayette, CA 94549 o925.627.8200 | f925.299.0328 Jamie Yaudes@ajg.com Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. CA License #0726293

AC	ORD
6	/

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2019

C B R	THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN MPORTANT: If the certificate holder i	VEL URA	Y OF NCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTENTE A C	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED B HE ISSUING INSURER(Y THE S), AU	POLICIES THORIZED
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PRO	DDUCER				CONTAC		<i>.</i>			
Art	thur J. Gallagher & Co. surance Brokers of CA. Inc, LIC # 07	262	03		PHONE (A/C, No	, Ext): 925-29	9-1112	FAX (A/C, No): S	925-299	9-0328
369	97 Mt. Diablo Blvd, Suite 300	202	00		EMAIL		udes@ajg.co	m		
Laf	fayette CA 94549					INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
		00000			INSURE	RA: Republic	c Indemnity C	ompany of America		22179
	ured le Speech Pathology Group, Inc.	SPEEI	PAT-01				Insurance Co			11000
202	21 Ygnacio Valley Road,						a Casualty Co	ompany		31127
	103-202 alnut Creek CA 94598				INSURE					
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INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	6	
В	X COMMERCIAL GENERAL LIABILITY	Y	Y	57SBARI4664		11/1/2018	11/1/2019	DAMAGE TO RENTED	\$2,000,	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$1,000,	
									\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$2,000, \$4,000,	
									\$4,000,	
	OTHER:								\$	
В	AUTOMOBILE LIABILITY	Y	Y	57SBARI4664		11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,	000
	ANY AUTO								\$	
	OWNED SCHEDULED AUTOS								\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	X UMBRELLA LIAB X OCCUR	Y	Y	57SBARI4664		11/1/2018	11/1/2019	EACH OCCURRENCE	\$2,000,	000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$2,000,	000
A	DED RETENTION \$	_	×	10000500		10/1/0010	10/1/00/10		\$	
A	AND EMPLOYERS' LIABILITY Y / N		Y	18629506		10/1/2018	10/1/2019	▲ STATUTE ER		
		N/A							\$1,000,	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	<u>\$1,000,</u> \$1,000,	
С	Professional Liability	Y	Y	HMA403222287		3/1/2019	3/1/2020	Each Claim	\$2,000	0,000
	Sexual Molestation & Abuse							Aggregate Limit Each Claim & Aggregat	\$5,000 \$2,000	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL									
Alar	e Additional Insured, Primary and Waiver meda Unified School District is included	of S as ai	ubrog n add	ation Endorsements are o itional insured per form SS	nly valid 00 08 (1 if requested 04 05 attache	l by written co ed.	ontract.		
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CEF	RTIFICATE HOLDER			1	CANC	ELLATION				
	Alameda Unified School Dis	stric	t		THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
	2060 Challenger Drive Alameda CA 94501				AUTHOR	ZED REPRESE	NTATIVE			
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						© 19	88-2015 AC	ORD CORPORATION. A	All righ	ts reserved.

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BUSINESS LIABILITY COVERAGE FORM

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

- Coverage under this provision does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

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

a. Vendors

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

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

This insurance does not apply to:

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

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

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

TB Exp	7/15/2019	8/11/2020	1/28/2022	12/29/2022	12/29/2022
Mandated Reporter Training	09/09/2018	09/07/2018	09/07/2018	01/28/2019	01/28/2019
TB Clearance Date	07/15/2015	08/11/2016	01/28/2018	12/29/2018	12/29/2018
DOJ Clearance Date	09/18/2007	02/16/2014	01/25/2018	01/02/2019	01/02/2019
Credential Expires	03/31/2021	04/30/2021	05/21/2020	06/05/2079	
Credential Type Of Credential Document #	16463	19201	13372	030172658	The Roland Tseng College
Credential Type Of	SLP License	SLP License	RPE License	Teaching Credential	ATS Certificate
Last, First Name	Hohm, Sarah	Yee, Jenica	Chapey, Danielle	Baca, Karen	Baca, Karen

057.21

*Please note: The Speech Pathology Group requires all employees to complete the Mandated Reporter Training (and all additional required trainings) upon hire and/or annually, as outlined in AB-1432. The Speech Pathology Group will include updated Staff Clearance List information with monthly invoices.





SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 4763

NAME: VALDEZ, ANNA MICHELLE

LICENSE TYPE: SPEECH SANGUAGE PAT HOLOGY ASSISTANT

JANUARY 29, 2018 LICENSE STATUS: VALID EXPIRATION DATE

MARCH 31, 2021

CURRENT DATE / TIME ADDRESS JUL 9, 2019 9:23:46 AM ALAMEDA CA 94501 ALAMEDA COUNTY

LICENSE RELATIONSHIPS

NAME: ENGLISH, MONICA LYNN

LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 15867 PRIMARY STATUS: VALID

ADDRESS : SAN RAMON CA 94582 CONTRA COSTA COUNTY

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 13372

NAME: CHAPEY, DANIELLE FRANCES LICENSE TYPE: RPE TEMPORARY LICENSE LICENSE STATUS: VALID ADDRESS

DANVILLE CA 94506 CONTRA COSTA COUNTY

LICENSE RELATIONSHIPS

NAME: ZOLLAR, ANNA HELENE LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 17766 PRIMARY STATUS: VALID

ADDRESS : CONCORD CA 94519 CONTRA COSTA COUNTY

ISSUANCE DATE

FEBRUARY 21, 2019

EXPIRATION DATE

MAY 21, 2020

CURRENT DATE / TIME

FEBRUARY 25, 2019 4:14:31 PM





SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 22484

NAME: PITTLUCK, ARIELLE KATELIN

LICENSE TYPES HATE OLOGIST

DECEMBER 18, 2014 LICENSE STATUS: VALID EXPIRATION DATE

NOVEMBER 30, 2020

CURRENT DATE / TIME ADDRESS 9:27:10 AM INGLEWOOD CA 90304 LOS ANGELES COUNTY



Disclaimer

BREEZE





SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 4879

NAME: KNEAFSEY, EMMALEE MAE

LICENSE TYPE: SPEECH SANGUAGE PATEHOLOGY ASSISTANT

APRIL 13, 2018 LICENSE STATUS: VALID EXPIRATION DATE

SEPTEMBER 30, 2019

CURRENT DATE / TIME

ADDRESS 9:31:05 AM ALBANY CA 94706 ALAMEDA COUNTY



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SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 19201

NAME: LEE, JENICA A LICENSE TYPE: SPEECH PATHOLOGIST LICENSE STATUS: VALID PREVIOUS NAMES: LEE, JENICA ANN

ADDRESS

ALAMEDA CA 94502 ALAMEDA COUNTY

LICENSE RELATIONSHIPS

NAME: GHAFFARI ANARAKI, SIMIN LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT LICENSE NUMBER: 4585 PRIMARY STATUS: VALID INCORRECT ADDR ADDRESS : LIVERMORE CA 94550 ALAMEDA COUNTY

ISSUANCE DATE

AUGUST 18, 2011

EXPIRATION DATE

APRIL 30, 2021

CURRENT DATE / TIME

APRIL 11, 2019 3:08:34 PM

New Search Note: If you have any questions,	please view the <u>CTC Online – Written Instructions for Applica</u>	tion and Payment page.					
Last Name BACA	Last Known County of Employr	and an and a state		ease verify County of Employment is curr splayed, click the Adverse and Commissi		field under the All Documents tab to v	riew any adverse action taken.
First Name KAREN	Adverse and Commission Actions Indic	ator:					
Middle Name MARIE							
Current Document All Documents Advers	e and Commission Actions						
1-1of1 🔇 🕨							
Document Number Term	Document Title	Status	Issue Date	Expiration Date Grade	Original Issue Date	Special Grade	
> 030172658	Education Specialist Instruction Credential	Valid	5/24/2003		5/24/2003		

Authorization/Subjects

1-2 of 2 🔹 🕨

Authorization Description	Authorization Code	Subject Code	Subject Description	Major/ Minor	Added Authorization Date	
The holder of this Certificate of Eligibility has completed the						
college or university program and all other requirements for the						
Preliminary Level I Education Specialist Instruction Credential and is						
authorized to seek employment in a position providing direct						
nstruction to special education students as specified in the						
authorization statement. The Preliminary Level I Credential will be	R3CE	NONE				
ssued when the holder submits (1) verification of employment in a	HJUL	HUNL				
appropriate position on a form provided by the Commission, and (2)						
an application form and appropriate fee to the Commission on						
Feacher Credentialing. The fee for the Preliminary Level I Credential						
has been established at one-half of the application fee in effect at						
he time the application is submitted.						
> This document authorizes the holder to provide instruction and						
elated services to individuals with a primary disability of orthopedic						
mpairment, other health impairment, multiple disabilities, and						
raumatic brain injury, from birth through grade 12, and in classes						
organized primarily for adults, across the continuum of program						
· · · · · · · · · · · · · · · · · · ·	R3PI	PHI	Physical and Health Impairments	MAJ		
56360, and 56361. The continuum includes: regular classrooms;						
esource rooms; special day classrooms; special schools;						
nome/hospital settings; correctional facilities; non-public, non-						
sectarian schools and agencies; and alternative instructional						
settings other than classrooms.	5					

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 16463

NAME: HOHM, SARAH ELIZABETH LICENSE TYPE: SPEECH PATHOLOGIST LICENSE STATUS: VALID ADDRESS WALNUT CREEK CA 94598 CONTRA COSTA COUNTY **ISSUANCE DATE**

-

OCTOBER 11, 2007

EXPIRATION DATE

MARCH 31, 2021

CURRENT DATE / TIME

FEBRUARY 25, 2019 4:38:19 PM