

**RENEWAL AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Jennifer L. D'Attilio MS AND
THE NATIVIDAD MEDICAL CENTER
FOR
Speech Therapy SERVICES**

The parties to Professional Service Agreement, dated July 1, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Jennifer L. D'Attilio (Contractor), hereby agree to renew their Agreement No. (A-10748) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10748).
2. This Renewal Amendment shall become effective on April 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-10748) shall not exceed the total sum of \$711,000 for the full term of the Agreement; \$235,000 for fiscal year 2009-2010 and \$195,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10748).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature  Dated 3/25/10
 Printed Name Jennifer D'Attilio Title Owner

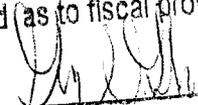
NATIVIDAD MEDICAL CENTER

Signature _____ Dated _____
 Purchasing Manager
 Signature  Dated 4/2/10
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By 
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 4/16, 2010

Reviewed (as to fiscal provisions)

 Auditor/Controller
 County of Monterey 4-7-10

**RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Jennifer L. D'Attilio MS AND
THE NATIVIDAD MEDICAL CENTER
FOR
Speacch Therapy SERVICES**

The parties to Professional Service Agreement, dated July 1, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Jennifer L. D'Attilio (Contractor), hereby agree to renew their Agreement No. (A-10748) on the following amended terms and conditions:

- 1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10748).
- 2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
- 3. The total amount payable by County to Contractor under Agreement No. (A-10748) shall not exceed the total sum of \$456,000 for the full term of the Agreement and \$175,000 for fiscal year 2009-2010.
- 4. All other terms and conditions of the Agreement shall continue in full force and effect.
- 5. A copy of this Amendment shall be attached to the original Agreement No. (A-10748).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

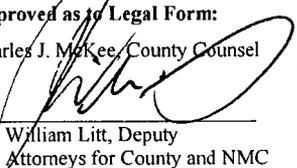
Signature  Dated 3/10/09
 Printed Name Jennifer D'Attilio Title owner

NATIVIDAD MEDICAL CENTER

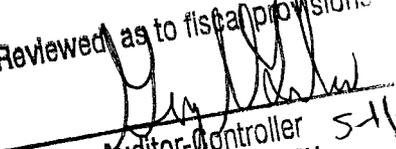
Signature  Dated 5/28/09
 Purchasing Manager

Signature  Dated 5/27/09
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By 
 William Litt, Deputy
 Attorneys for County and NMC

Dated: 5/6, 2009

Reviewed as to fiscal provisions

 Auditor-Controller
 County of Monterey 5-11-09

RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Jennifer L D'Attilio MS AND
THE COUNTY OF MONTEREY

FOR
Type of service here SERVICES
SPEECH THERAPY *nmc*

The parties to Professional Service Agreement, dated 7-1-06 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Jennifer L D'Attilio MS (Contractor), hereby agree to renew their Agreement No. (A-10748) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10748).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-10748) shall not exceed the total sum of ~~\$281,000~~ \$281,000 for the full term of the Agreement; and \$91,500 for fiscal year ~~2004-2009~~ 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10748)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Signature] Dated 3/5/08
 Printed Name Jennifer D'Attilio Title S/P

COUNTY OF MONTEREY

Signature [Signature] Dated 2/8/08
 Purchasing Manager

Signature [Signature] Dated APR 07 2008
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By W. Allen Bidwell
 W. Allen Bidwell, Deputy
 Attorneys for County and NMC

Dated: 03-26, 2008

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Jennifer D'Attilio AND
THE COUNTY OF MONTEREY
FOR
Speech Language Pathology SERVICES**

The parties to Professional Service Agreement, dated July 10, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Jennifer D'Attilio(Contractor), hereby agree to renew their Agreement. PO# B960767471 on the following amended terms and conditions:

- 1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement. PO# B960767471.
- 2. This Renewal Amendment shall become effective on December 12, 2006, and shall continue in full force until June 30, 2007.
- 4. The total amount payable by County to Contractor under Agreement .PO# B960767471 shall not exceed the total sum of \$66,500.
- 5. All other terms and conditions of the Agreement shall continue in full force and effect.
- 6. A copy of this Amendment shall be attached to the original Agreement .PO# B960767471.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature  Dated 

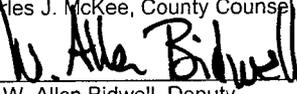
Printed Name Jennifer D'Attilio Title speech pathologist

COUNTY OF MONTEREY

Signature  Dated 12/21/06
Purchasing Manager

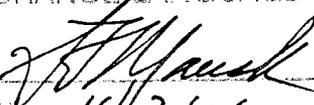
Signature  Dated 12.16.06
NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel
By 
W. Allen Bidwell, Deputy
Attorneys for County and NMC

Dated: 10-30- 2006

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: 
Date: 11/2/06

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT
BETWEEN JENNIFER D'ATTILIO, SLP
AND NATIVIDAD MEDICAL CENTER

THIS AGREEMENT is made and entered into effective July 1, 2006, by and between the County of Monterey on behalf of Natividad Medical Center, ("County") and Jennifer D'Attilio, SLP ("Contractor") for the provision of Speech Language Pathology services.

RECITALS

1. The County of Monterey owns and operates NATIVIDAD MEDICAL CENTER, a general acute care, teaching hospital located in Salinas, CA, requiring the services of a Speech Language Pathologist.
2. Hospital and CONTRACTOR desire that CONTRACTOR provide temporary Speech Language Pathology services, all in the capacity of an independent CONTRACTOR and in accordance with the terms and conditions of this Agreement.
3. CONTRACTOR is a qualified provider of the required professional services.

NOW, THEREFORE, the parties mutually agree as follows:

4. CONTRACTOR will perform the following professional services:

Speech Language Pathology services as scheduled and mutually agreed upon by both parties. The scope of services is more fully described in Exhibit "B," attached hereto and incorporated herein by this reference.

5. Compensation.

a. As full and total compensation for the performance of Speech Language Pathology services (including expenses) by CONTRACTOR pursuant to this Agreement, County shall pay CONTRACTOR at the rate of sixty-five dollars (\$65.00) per hour. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of twenty-five thousand dollars (\$25,000.00).

b. CONTRACTOR shall submit to the Hospital an invoice on a form acceptable to county. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Hospital or its designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall

promptly submit such invoice to the County Auditor-Controller. The Auditor shall pay the certified amount within 30 days of receiving the certified invoice.

c. The parties agree that CONTRACTOR shall not bill or charge any other party or entity including, without limitation, the Medicare program or any other third party payor, for contractual services. To the extent permitted by law, Hospital shall be solely responsible for billing and collecting fees and charges from patients, payers or other responsible third parties for any professional services performed by CONTRACTOR under this Agreement.

6. The term of this Agreement shall commence on July 1, 2006 through June 30, 2007. However, either party to this Agreement may terminate the Agreement without cause at any time by giving the other party hereto written notice, as specified above, of such termination at least thirty (30) days prior to said termination.

7. In the performance of the work, duties and obligations devolving upon Contractor, it is mutually understood and agreed that the above parties are at all times acting and performing as independent CONTRACTOR practicing their profession of Speech Pathologist, and nothing in this Agreement shall be construed to create among County, Hospital and CONTRACTOR an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Without limiting the foregoing, no offer or obligation of permanent employment with the County or with any department or agency of the County is intended or implied in any manner by this Agreement. CONTRACTOR and its employees or agents, shall not become entitled by virtue of this Agreement, to any form or type of employee fringe benefits whatsoever, including but not limited to, workers compensation, unemployment compensation or insurance, vacation pay, annual leave, sick leave, overtime pay, Public Employee Retirement System ("PERS") retirement benefits, social security benefits, disability insurance benefits, or any other employee benefits.

Neither County nor Hospital shall have or exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions. The sole interest of County and Hospital is to assure that the Service and the clinic is operated in a competent, efficient and satisfactory manner, and that all applicable provisions or law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation and regulation of allied professional staff and hospitals and to the operation of the Service and the Office shall be fully complied with by all parties hereto.

8. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, social security withholding ("FICA"), state disability and unemployment insurance. In connection therewith, CONTRACTOR shall indemnify and hold County harmless from any and all liability, including interest and penalties, which County may incur because of CONTRACTOR's failure to pay such taxes.

9. No offer or obligation of permanent employment with the particular County department or agency or with the County is intended or implied in any manner by this contractual agreement. CONTRACTOR shall not become entitled, by virtue of this Agreement to any form of benefits whatever (such as, e.g. workers' compensation, retirement, health care, unemployment and/or disability), other than those specifically set forth herein.
10. Professional and Provider Services. For purposes of this Agreement, Contractor's professional services shall constitute "professional services" which are outlined and fully described in Exhibit "B," attached hereto and by reference made a part of this Agreement.
11. Insurance. CONTRACTOR and County each acknowledge that appropriate professional liability insurance will be provided by the CONTRACTOR as shown in Exhibit "A," which is attached hereto and made a part of this Agreement by this reference.
12. Indemnification. CONTRACTOR agrees to indemnify and hold the County harmless in the manner and to the extent set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.
13. CONTRACTOR agrees for a period of four (4) years after furnishing services herein to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or to any of their duly authorized representatives, copies of this Agreement, documents, records and other data necessary to certify the nature and extent of costs incurred by County under this Agreement as required under the Omnibus Reconciliation Act, or any other law.
14. All necessary supplies and equipment required will be provided by the County; however, any specific supplies and/or equipment requested by CONTRACTOR for use at this facility shall be referred to the Product Standardization/Cost Containment Committee prior to decision regarding purchase approval.
15. It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code Section 1654.
16. Notices to parties in connection with the Agreement shall be given in writing, in person, or by regular mail addressed as follows:

COUNTY:
Natividad Medical Center
1441 Constitution Blvd.
Salinas, Ca. 93906

CONTRACTOR:
Jennifer D'Attilio
1760 Havana St.
Seaside, Ca. 93955

17. This Agreement may be amended at any time by subsequent written mutual Agreement, duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF MONTEREY

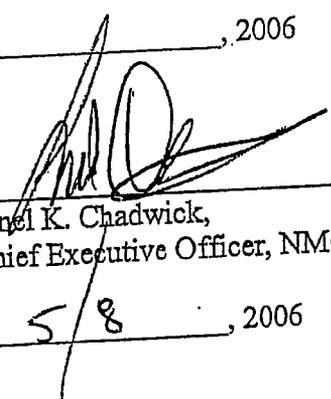
CONTRACTOR

By: _____
Mike Derr, Purchasing Manager

By: 
Jennifer D'Attilio, SLP

Date: _____, 2006

Date: 5/16/06, 2006.

By: 
Lionel K. Chadwick,
Chief Executive Officer, NMC

Date: 5/8, 2006

County Counsel's Office

By: W. Allen Bidwell
W. Allen Bidwell,
Deputy County Counsel

Date: 05-02-2006

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

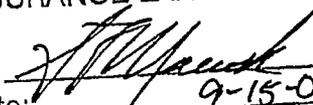
By: 
Date: 9-15-04

EXHIBIT "A"

INSURANCE & INDEMNIFICATION PROVISIONS

I. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

II. INSURANCE.

A. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (*Justification attached; subject to approval*).

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (*Justification attached; subject to approval*).

Justification: Contractor is not required to use vehicle in performing services in the contract. Contractor agrees to indemnify, defend and hold harmless, to the extent provided by applicable law, the County, Hospital, their officers, trustees, supervisors, employees and agents from and against any liability that accrues from actions that are beyond the scope of contractual duties, as set forth in this Agreement. Contractor will only be required to carry personal auto insurance at traditional combined single limit of \$300,000.

3. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

N/A Exemption/Modification (*Justification attached; subject to approval*).

Justification: Contractor is not required to have Worker's Compensation insurance at this time as she is not currently hiring any employees. Contractor will be required to provide Worker's Compensation Insurance and required endorsements PRIOR to the hiring of additional employees.

4. Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (*Justification attached; subject to approval*).

B. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37

10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy that would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement that entitles County, at its sole discretion, to terminate this Agreement immediately.

EXHIBIT "B"

SCOPE OF SERVICES

Among the results to be achieved are these key objectives:

1. Provide Bilingual Speech/Language Therapy.
2. Participate in Feeder Retraining Program.
3. Participate in Quality Assurance Program.
4. Participate in mandatory in-services.
5. Provision of adult and pediatric therapy materials (i.e. toys, workbooks, etc.).
6. Provision of adult and pediatric tests and protocols.
7. Provision of the marketing of speech/language therapy services.
8. Provision of typing services for speech/language evaluations.
9. CONTRACTOR shall return phone calls left on answering machine by M.D. offices, parents, adult patients, MCOE, schools, Head Start, and Elks regarding patient referrals.
10. CONTRACTOR shall make referrals to other Speech Therapy sources, including sending copy of evaluation or physician's prescription (if child is unable to be evaluated by Natividad Medical Center Speech Therapist), as well as, a letter to Head Start, a SELPA form to school district, and a phone call to Elks; Also, includes verifying correct school district via a phone call(s).
11. CONTRACTOR shall be prepare charts.
12. CONTRACTOR shall send for written prescription from referring physicians outside Natividad Medical Center.
13. CONTRACTOR shall proofread and type, if necessary, evaluation reports, print required number

PRODUCER 831.624.1234 FAX 831.624.4605
 Carmel Insurance Agency, Inc.
 San Carlos 2 NW of 8th
 P.O. Box 6117
 Carmel, CA 93921-6117

INSURED D'ATTILIO, JENNIFER
 13250 MIDDLE CANYON RD
 CARMEL VALLEY, CA 93924-9462

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual	23787
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7842191255	04/07/2010	04/07/2011	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7842191255	04/07/2010	04/07/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ INCLUDED
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS RESPECTS INSURED'S ONGOING OPERATIONS. IT IS UNDERSTOOD THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE IN REGARDS TO ALL OPERATIONS AS PERTAINS TO THE NAMED INSURED.

<p>CERTIFICATE HOLDER</p> <p>County of Monterey Natividad Medical Center Sid Cato 1441 Constitution Blvd. Salinas, CA 93902</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE Matthew Little, CIC/LMR <i>Matthew Little</i></p>
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COMMERCIAL COVERAGE
POLICY AMENDMENT
 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
 CG 70 67 (03-95)

SCHEDULE

NAME OF PERSON OR ORGANIZATION: THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS UNDERSTOOD THAT HIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE IN REGARDS TO ALL OPERATIONS AS PERTAINS TO
Project Name: THE NAMED INSURED.

NATIVIDAD MEDICAL CENTER

Project Location:

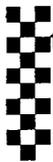
1441 CONSTITUTION BLVD., SALINAS, CA 93902

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to acts or omissions of the named insured in connection with the named insured's ongoing operations.

As respects coverage provided by this endorsement to the person or organization shown in the schedule, coverage does not apply to "bodily injury" to an "employee" of the named insured.

POLICY NUMBER AOP7802191255	INSURED JENNIFER D'ATTILIO	EFFECTIVE 4-7-06
INSURANCE COMPANY NATIONWIDE	PRODUCER CARMEL INSURANCE AGENCY, INC.	
COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Matthew A. Gillman</i>		



Company:
Unigard Insurance Company

6045-7900

P.O. Box 90701
Bellevue, WA 98009

Policy Number:
10065325

Named Insured:
Jennifer D'attilio & Anthony Herro
13250 Middle Canyon Rd
Carmel Valley CA 93924

Agent:
Carmel Insurance Agency, Inc.
PO Box 6117
Carmel CA 93921
(831) 624-1234

Renewal Declaration Issued on 01/22/10
replaces all prior declarations, if any, and with
policy provisions and endorsements, if any,
issued to form a part thereof completes this
Personal Auto Policy.

Policy period from 02/25/10 to 08/25/10
at 12:01 A.M. standard time at the
address of the named insured.

Coverage is provided only where a premium
and a limit of liability is shown for the
coverage.

Coverage Part	Limits of Liability	Vehicle Premiums	
		1	2
		09 VOLK	08 TOYT
A. Liability			
Bodily Injury	\$100,000 each person	\$ 178	\$ 80
	\$300,000 each accident		
Property Damage	\$100,000 each accident	\$ 112	\$ 50
B. Medical Payments	\$ 5,000 limit	\$ 18	\$ 9
C. Uninsured Motorist			
Bodily Injury	\$100,000 each person	\$ 110	\$ 41
	\$300,000 each accident		
D. Damage To Your Auto			
Other Than Collision	actual cash value minus deductible	\$ 93 \$250 ded	\$ 33 \$250 ded
Transportation Expense	\$20 per day/\$600 maximum	included	included
Collision	actual cash value minus deductible	\$ 286 \$500 ded	\$ 130 \$500 ded
Additional Coverages:			
Waiver of Collision Deductible		\$ 14	\$ 11
	Total premium by vehicle	\$ 811	\$ 354
	Total premium for policy period	\$ 1,165	↓ ↓ ↓

10.0 10.0

THANK YOU FOR CHOOSING UNIGARD FOR YOUR INSURANCE NEEDS.

100777GA

CERTHOLDER COPY

NG



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-01-2009

GROUP:
 POLICY NUMBER: 1847499-2009
 CERTIFICATE ID: 5
 CERTIFICATE EXPIRES: 06-01-2010
 06-01-2009/06-01-2010

NATIVIDAD HOSPITAL
 PO BOX 81611
 SALINAS CA 93912-1611

NG

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
 AUTHORIZED REPRESENTATIVE

Janet Frank
 PRESIDENT

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
 THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
 EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING
 CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'
 COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

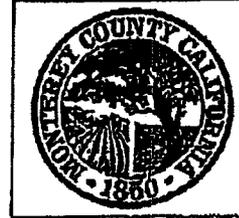
JENNIFER D'OTTILIO MS CCC
 13250 MIDDLE CANYON RD
 CARMEL VALLEY CA 93924

NG

[EM1,CN]

PRINTED : 03-25-2010

MONTEREY COUNTY VENDOR REGISTRATION FORM



RETURN THIS FORM TO:

Contracts Purchasing Division • 166 W. Alisal St. 3rd Floor • Salinas • CA • 93901
PH (831) 755-4990 FAX (831) 755-4988

BUSINESS NAME

Name Jennifer D'Attilio, MS CCC
DBA Jennifer D'Attilio, MS CCC

TAXPAYER IDENTIFICATION
(Enter Applicable Number)

Federal Employer ID No 26531624 Or Social Security No _____

BUSINESS ORGANIZATION
(Check one and follow the instructions)

Corporation - _____
President _____ Vice President _____
Secretary _____ Treasurer _____
 Subsidiary of - _____
(Parent Company)

Partnership - _____
Partner Name _____ Partner Name _____
Partner Name _____ Partner Name _____

Sole Proprietorship - Jennifer D'Attilio
Owner Name
dba (if applicable): _____

BUSINESS LOCATION
(Must be Completed)

Street Address 13250 Middle Camp Rd

City Carmel Valley State CA Zip Code 93924

PO Box (if applicable) _____ E-mail address jennifer-dattilio@comcast.net

Telephone No (831) 402-2918 Fax No _____

PAYMENT TERMS

monthly Discounts Offered: _____

BUSINESS TYPE
(Check applicable boxes)

Retail Minority / Women Owned
 Wholesale Veteran Owned
 Distributor Small Business
 Manufacturer

LICENSES

Contractor's License No SP13025 CA

MONTEREY COUNTY VENDOR REGISTRATION FORM



RETURN THIS FORM TO:

Contract Purchasing Division • 188 W. Alisal 5L3rd Floor • Salinas • CA • 93901
PH (831) 755-4980 FAX (831) 766-4989

Carefully examine the "List of Commodities". List the DESCRIPTION and NUMERIC CODE of each Commodity (product &/or Service(s)) that you wish to provide the county. (See attached list.)

Numeric Code	Description
1 <u>993</u>	1 <u>Medical Services psych therapy</u>
2 _____	2 _____
3 _____	3 _____
4 _____	4 _____
5 _____	5 _____
6 _____	6 _____
7 _____	7 _____
8 _____	8 _____
9 _____	9 _____
10 _____	10 _____

Use the spaces below for Commodities / Merchandise not listed OR to clarify a commodity you have already selected (Please feel free to attach any additional information you would like us to have. (ie Brochures, Line Cards, etc))

PREPARED BY:

Printed / Typed Name

Jennifer Patten Owner

Signature

[Handwritten Signature]

Telephone No

(831) 402-2918

Date

8/15/08

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) James Dattilo

Business name, if different from above _____

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company Enter the tax classification (Disregarded entity, C-corporation, P-partnership) > Exempt payee
 Other (see instructions) >

Address (number, street, and apt. or suite no.) 18250 Middle Crown Rd Requester's name and address (optional) _____
 City, state, and ZIP code Carmel Valley CA 93924
 (Use account number(s) here (optional)) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number _____
 OR
 Employer identification number 261531024

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).

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 on page 4.

Sign Here _____ Signature of U.S. person _____ Date 8/15/08

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

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COUNTY OF MONTEREY

DETERMINATION OF
CONTRACTOR'S STATUS FORM

Department: NARC RETIRED OT/P

Contact: ANTHONY GALICIA M.D.
Title: DIR. ACUTE ZENITH UNIT
Phone: () 4301

Contractor: JENNIFER D'ATTILIO

Contact: NAME
Title: _____
Phone: () _____

Brief description of contract work: SPEECH PATHOLOGY RETIRED SERVICES

Purpose of Form:

The purpose of this form is to determine for each proposed agreement or contract with a provider of services, the exact nature of the relationship between the contractor and the County.

Department Certification:

I certify that the contractor providing these services is (1) a non-profit organization, a partnership or a corporation, and (2) has two or more employees, and (3) the services of a specific individual are not required to fulfill the contract. Therefore, an employment tax status questionnaire is not required.

Date: _____

Department Representative

Title

I hereby certify that the answers to the following questions in the attached employment tax status questionnaire accurately reflect the anticipated working relationship for this contract. After reviewing the completed questionnaire, I have determined that:

Under the IRS/EDD rules, an employment relationship exists;

Contractor is properly classified an independent contractor.

Score: 25 (out of possible 33 points (IC))

Date: _____

Jim Lupo

Department Representative
DIR. HEALTH CONTRACTS

Title

Departments are encouraged to discuss the need for each professional/personal services agreement with the Personnel Division at the earliest possible point in time, in order to determine the appropriate means for obtaining the services sought.

If the questionnaire determines that an employment relationship exists, and if the contractor disagrees with this determination, the contractor may elect to submit a Form #SS-8 to the IRS. The IRS will then review the facts and determine the proper employment tax status. If any payments become due before the County is notified of the IRS determination, the individual will be deemed to be an employee and withholding deductions will be made from those payments, pending notification of the determination.

If you have determined that under IRS/EDD rules, an employment relationship exists, the use of an independent contractor for rendering this professional/personal service will not be allowed unless the IRS reviews the Form #SS-8 and determines that the individual is an independent contractor.

Section I - Contractor Information	
<p>1. What is the legal status of the contractor?</p> <p>If the expectation of the Department is that a particular individual will perform the work personally as opposed to having his/her partner or employees do the work, we are really contracting with an individual, and the contract should be written to reflect this relationship.</p>	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Incorporated <input type="checkbox"/> Other
<p>2. What is the contractor's Social Security Number (SSN) or Taxpayer Identification Number (TIN)?</p> <p>Possession of a TIN does not necessarily mean that a contractor is a partnership or corporation. It may only mean that the contractor has or has had employees.</p> <p>If an individual owns a business as a sole proprietor, the contract must be either with the individual or with the individual "doing business as" the firm name. Regardless of tax status, payments must be made to the individual and reported to the IRS using the individual's Social Security Number (not the Taxpayer Identification Number).</p>	<p>SSN _____</p> <p>TIN <u>76-591620</u></p>
Section II - What is the nature of the work?	
<p>3. Are personal services of the contractor required?</p> <p>If the expectation of the Department is that a particular individual will perform the work personally as opposed to having his/her partner or employees do the work, the answer is yes. This is a strong indicator that the contractor should be treated as an employee for employment tax purposes.</p> <p>If the contractor has the right to substitute other workers without prior permission from the County, the answer is no. This is a strong indicator that the contractor is an independent contractor.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 2 pts
<p>4. Has the contractor been employed by the County to perform similar services?</p> <p>If the contractor is a current or former employee of the County and work done as an employee was similar to, even if not identical to, the contract services, the answer is yes.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 1 pt

<p>5. Do County employees perform similar work?</p> <p>If the contract work is similar to work done (now or in the past) by County employees, the answer is yes.</p> <p>If the contractor is doing work created by a vacant County position, extended leaves, or layoffs, the answer is yes.</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No (IC) 2 pts</p>
<p>6. Are the contract services similar in nature to the normal operations of the department?</p> <p>An employee's services are usually integrated into the employer's operations. An independent contractor's services are not usually related to the employer's normal operations.</p> <p>The more integrated the contractor is with the normal operations of the County, the more likely the IRS would consider the contractor an employee.</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No (IC) 2 pts</p>

<p>Section III - Does the contractor operate a business?</p>	
<p>7. Does contractor offer services to the general public?</p> <p>Offering services to the general public is a strong indicator of independent contractor status.</p> <p>For a small practitioner, consider the presence or absence of signs such as listings in the yellow pages, other advertising, and the presence of business facilities such as office; clinic, or stores open to others.</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes (IC) 2 pts</p>
<p>8. Does the contractor work for others?</p> <p>If the contractor works only for the County, the answer is no.</p> <p>If the contractor works for others, but only for one firm at a time, the answer is no.</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes (IC) 1 pt</p>
<p>9. Does the contractor have a risk of loss?</p> <p>If the contractor's business incurs revenues and expenses such that it could result in either profits or losses, the answer is yes.</p> <p>If the contractor's business is primarily providing services to the County and the contractor has no significant business expenses, the answer is no.</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes (IC) 1 pt</p>
<p>10. Does the contractor have a significant investment in his/her business?</p> <p>If the contractor's business has offices, stores, clinics, etc. that are furnished and equipped by the business (not by the County) the answer is probably yes.</p> <p>If the contractor provides his/her own tools or other equipment, the answer is probably yes.</p> <p>If the contractor normally incurs regular business expenses such as rent, depreciation, and liability insurance, the answer is probably yes.</p> <p>Note that investment in education is not considered in this factor.</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes (IC) 2 pts</p>

Section IV - What control does the County have over work performed?	
<p>11. Does the County have the right to control the way in which the work will be done?</p> <p>If the contractor is subject to possible County control over methods and procedures, even if the control is not exercised, the answer is yes. This right to control is considered a very strong indicator that the contractor is an employee for employment tax purposes.</p> <p>If the County can only ensure that a result conforms to the agreed-upon contract specifications and cannot control how the result is achieved, the answer is no.</p> <p>If the County can specify the sequence of steps or the methods and procedures to be used to generate results, the answer is yes.</p> <p>If the County can direct the contractor to do a variety of jobs that differ from the primary activity, the answer is probably yes.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 3 pts</p>
<p>12. Will the contract work be done on County premises?</p> <p>Working on site in County facilities (whether owned, leased, or otherwise operated by the County) is indicative of employee status.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (IC) 1 pt</p>
<p>13. Will the County control when the contractor will work?</p> <p>If the contractor is expected to work specific hours, whether itemized in the contract or not, the answer is yes.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>
<p>14. Will the County provide staff support to the contractor (includes clerical, technical, professional, or similar help)?</p> <p>If the contractor hires his/her own assistants and pays them from his/her own resources, the answer is no.</p> <p>An independent contractor should perform all duties required of the job from beginning to end without any direction or assistance from the County. Integration of the contractor into the County's operations could create a level of control over the contractor's performance, which is indicative of an employer/employee relationship. If County employees do typing, develop forms, write computer programs, or provide other similar assistance to the contractor, the answer is yes.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (IC) 2 pts</p>
<p>15. Will the County provide or pay for training for the contractor?</p> <p>If the County provides internal training other than rudimentary orientation, the answer is probably yes.</p> <p>If the County pays for external training such as seminars, college courses, or conferences, which will teach the contractor how to perform the contracted services, the answer is yes.</p> <p>Seminars or conferences which are attended on behalf of the County or which will enhance the contractor's performance are NOT considered "how-to" training.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>

<p>16. Will the contractor provide training or supervision to County employees?</p> <p>If the contractor is providing routine supervision to County employees, the answer is yes.</p> <p>If County employees report to the contractor, the answer is yes.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>
<p>17. Will the contractor be responsible for making decisions to hire or fire County employees?</p> <p>If the contractor has the power to hire, fire, evaluate or direct the activities of County employees, the answer is yes.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 2 pts</p>
<p>18. Will the contractor provide regular reports to the County?</p> <p>If the individual attends regular staff meetings, the answer is probably yes.</p> <p>If the individual makes regular reports, either written or oral, to the County, the answer is probably yes.</p> <p>If the contractor's only reports are progress reports on specific jobs or projects, the answer is no.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (IC) 1 pt</p>
<p>Section V - What is the time frame of the contract?</p>	
<p>19. Is the relationship between the County and the contractor intended to be ongoing?</p> <p>If the contract is for a specific job or project, the answer is no.</p> <p>If the intent of department is to renew a contract after it has expired, or if the department has previously renewed a contract for essentially the same services with the contractor, the answer is yes.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (IC) 2 pts</p>
<p>20. Is there an expectation that the contractor will work for a specific number of hours, days, or weeks?</p> <p>If the intent of the department is to arrange specific work schedule with the contractor, the answer is yes. This is a strong indicator of employment status.</p> <p>If the department will rely on the contractor to staff an office or clinic, the answer is yes.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>
<p>21. Does the contract provide for termination without cause?</p> <p>The IRS considers the right to terminate at will, by either party, an indication of employer-employee relationship. For the contractor, if the right to terminate the relationship with the County exists without the contractor incurring any liability, such a right indicates that an employer/employee relationship exists. If an independent contractor terminates the relationship with the County, the contractor has likely breached the contract with the County and the County may be entitled to damages.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (IC) 1 pt</p>

Section VI - How will the contractor be paid?	
<p>22. Will the contractor be paid by a time period such as bi-weekly or monthly?</p> <p>If the contractor will be paid based on time periods such as hour, day, week, or month, the answer is yes.</p> <p>Contractors that are truly independent are generally paid by the job, not by time. Payment by the job can include periodic payments based on a percentage of the job completed. Payment can be based on the number of hours needed to do the job times a fixed hourly rate; however, the contract maximum must remain fixed. If it takes more hours than anticipated to complete the contract, the contractor could not receive any additional payment for those hours.</p>	<p>Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>
<p>23. Will the contractor report time worked to the County?</p> <p>Even if not used to control pay, reporting time is an indicator of employment status. If the contractor reports time worked to the County, the answer is yes.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (IC) 1 pt</p>
<p>24. Will the contractor bill the County for normal business expenses?</p> <p>Billing for overhead costs such as meals, clothing, transportation, rent, and insurance indicates status as an employee.</p> <p>An independent contractor generally includes these overheads as part of costs to be covered when developing fee schedules.</p>	<p>Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>
<p>25. Does the County provide any "benefits" to the contractor?</p> <p>If the County provides any leave periods similar to vacation or sick time, the answer is yes.</p> <p>If the County provides any liability, disability, health, life, etc., insurance, to the contractor (unless the benefit results from some other relationship, such as the relationship of the contractor's spouse to the County), the answer is yes.</p>	<p>Yes <input checked="" type="checkbox"/> No (IC) 1 pt</p>