

**AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Jennifer L. D'Attilio MS AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Speech Therapy Services**

This Amendment No. 7 to Professional Services Agreement ("Agreement"), dated July 1, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Jennifer L. D'Attilio (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on December 12, 2006 via Renewal Amendment No. 1, on July 1, 2008 via Renewal Amendment No. 2, on July 1, 2009 via Renewal Amendment No. 3, on April 1, 2010 via Renewal Amendment No. 4, on July 1, 2011 via Renewal Amendment No. 5, and on March 1, 2012 via Amendment No. 6.

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

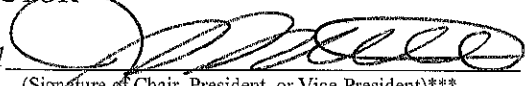
**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.A-10748).  
  
Exhibit B to the Agreement is replaced with Amendment-7 to Exhibit B, attached to this Amendment. All references in the Agreement to Exhibit B shall be construed to refer to Amendment-7 to Exhibit B.
2. Section 5. "COMPENSATION" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$25,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10748) shall not exceed the total sum of \$1,433,000.*"
3. Section 6. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement shall commence on July 1, 2006 through June 30, 2007*" and replacing it with "*The term of this Agreement shall commence on July 1, 2006 through June 30, 2014 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5 and 6 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-10748).
6. The effective date of this Amendment is July 1, 2013.

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

**CONTRACTOR**

Signature 1  Dated 9/31/13  
(Signature of Chair, President, or Vice-President)\*\*\*

Printed Name Jennifer Pattenio Title owner

Signature 2 \_\_\_\_\_ Dated \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*\*\*

Printed Name \_\_\_\_\_ Title \_\_\_\_\_


\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**NATIVIDAD MEDICAL CENTER**

Signature \_\_\_\_\_ Dated \_\_\_\_\_  
Purchasing Manager

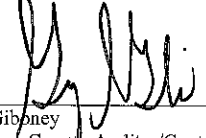
Signature  Dated 4/21/13  
NMC - CEO

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

By   
Anne Brauer  
Deputy Attorney for County and NMC

Dated: April 22, 2013

Approved as to Fiscal Provisions:

By   
Gary Giboney  
Monterey County Auditor/Controller's Office

Dated: 4-23, 2013

AMENDMENT-7 to Exhibit B

(Agreement No. A-10748)

FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN JENNIFER L. D'ATTILIO, M.S., CCC  
AND THE NATIVIDAD MEDICAL CENTER

The following will be effective July 1, 2013 and shall continue in full force until June 30, 2014.

COMPENSATION:

Compensation for the performance of Speech Language Pathology services (including expenses) by CONTRACTOR pursuant to the agreement above, County shall pay CONTRACTOR at the rate of seventy-five dollars (\$75.00) per hour for services provided by a licensed Speech-Language Pathologist (Weekday Rate). County shall pay CONTRACTOR eighty-five dollars (\$85.00) per hour for services provided by licensed Speech-Language Pathologist (Weekend Rate).

*[Handwritten signature]* 3/21/13

*Jennifer D'Attilio*

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>March 13, 2012</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10748) with Jennifer D'Attilio for Speech Therapy Services at NMC extending the Agreement to June 30, 2013 and adding \$360,577 for a revised total Agreement amount not to exceed \$1,229,000 in the aggregate.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10748) with Jennifer D'Attilio for Speech Therapy Services at NMC extending the Agreement to June 30, 2013 and adding \$360,577 for a revised total Agreement amount not to exceed \$1,229,000 in the aggregate.

**SUMMARY/DISCUSSION:**

Jennifer D'Attilio has been providing Speech Therapy Services at NMC since July 1, 2006. This request is to cover contract service costs for the remainder of Fiscal Year 2012 through Fiscal Year 2013. As it is very difficult to recruit qualified Speech Therapists in the Salinas area, NMC needs to continue this contract service through Fiscal Year 2012-2013. The Joint Commission and California Title 22 require hospitals to make Speech Therapy Services available. The services that Jennifer D'Attilio provide include assessment and treatment for both adult and pediatric patients and treatment for Inpatient Neonatal Intensive Care Unit (NICU) and outpatient children with suspected feeding, swallowing or cognitive deficits and/or language disabilities. The adult services include inpatient and outpatient evaluation of dysphasia, aphasia post stroke, traumatic brain injury and treatment for deficits resulting from surgery, Alzheimer's, Parkinson's disease and trauma.

The contracted Speech Therapists work as part of the Natividad team of physicians, nurses and therapy staff to provide services and education to our patients. Literature shows that patients receiving speech and language services have faster recovery and increased functioning in overall communication, language and feeding skills.

Recent history shows how our actual volume has increased from July- December 2010 until July- December 2011. The volume history for contracted Speech Therapy Services is as follows:

July 2010- December 2010	1,012 actual volume
July 2011- December 2011	1,452 actual volume

As NMC did not anticipate such a spike in volume, we request an increase to the current Fiscal Year (Fiscal Year 2012) contract as well as a spend amount for next Fiscal Year (Fiscal Year 2013) (see Amendment #6).

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment is \$360,577. \$228,000 is included in the Fiscal Year 2011/2012 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by:

Andrea Rosenberg; 783-2562

Assistant Administrator

February 7, 2012

Attachments: Amendments 6, 5, 4, 3, 2, 1, Agreement, Board Order

Attachments are on file with the Clerk of the Board



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Harry Weis

Chief Executive Officer

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No.: A-10748**  
Authorize the Purchasing Manager for )  
Natividad Medical Center (NMC) to execute )  
Amendment No: 6 to the Agreement (A-10748) )  
with Jennifer D'Attilio for Speech Therapy )  
Services at NMC extending the Agreement to )  
June 30, 2013 and adding \$360,577 for a revised )  
total Agreement amount not to exceed )  
\$1,229,000 in the aggregate..... )

Upon motion of Supervisor Parker, seconded by Supervisor Salinas, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10748) with Jennifer D'Attilio for Speech Therapy Services at NMC extending the Agreement to June 30, 2013 and adding \$360,577 for a revised total Agreement amount not to exceed \$1,229,000 in the aggregate.

PASSED AND ADOPTED on this 13<sup>th</sup> day of March, 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on March 13, 2012.

Dated: March 13, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Denise Hancock*  
Deputy

AMENDMENT NO. 6  
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 amend their Agreement No. (A-10748) on the following 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 Amendment shall become effective on March 1, 2012 and shall continue in full force and extending the term date until June 30, 2013.
3. The total amount payable by County to Contractor under Agreement No. (A-10748) shall not exceed the total sum of \$1,229,000 for the full term of the Agreement; and \$228,000 for fiscal year 2011-2012.
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 1 [Signature] Dated 12/5/11  
 Printed Name Jennifer D'Attilio Title owner  
 Signature 2 \_\_\_\_\_ Dated \_\_\_\_\_  
 Printed Name \_\_\_\_\_ Title \_\_\_\_\_

*\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

Signature [Signature] Dated 12-15-11  
 Purchasing Manager  
 Signature [Signature] Dated 12/5/11  
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]

Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions

Dated: 12/13, 2011

[Signature]  
Auditor-Controller  
County of Monterey 12-13-11

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>June 14, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (# A-10748) with Jennifer L. D'Attilio, MS for Speech Therapy Services at NMC in an amount not to exceed \$764,000 in the aggregate and \$176,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (# A-10748) with Jennifer L. D'Attilio, MS for Speech Therapy Services at NMC in an amount not to exceed \$764,000 in the aggregate and \$176,000 for the period July 1, 2011 to June 30, 2012.

### **SUMMARY/DISCUSSION:**

Jennifer D'Attilio has been providing speech therapy services at NMC since July 1, 2006, as it is very difficult to recruit qualified Speech Therapists in the Salinas area. The Joint Commission and California Title 22 require hospitals to make Speech Therapy Services available. The services that Jennifer D'Attilio's contract provide include assessment and treatment for both adult and pediatric patients and treatment for inpatient Neonatal Intensive Care Unit (NICU) and outpatient children with suspected feeding, swallowing or cognitive deficits and/or language disabilities. The adult services include inpatient and outpatient evaluation of dysphasia, aphasia post stroke, traumatic brain injury and treatment for deficits resulting from surgery, Alzheimer's, Parkinson's disease and trauma. In this past fiscal year 2010 - 2011 Speech Therapy saw 2,334 patients.

The contracted Speech Therapists work as part of the Natividad team of physicians, nurses and therapy staff to provide services and education to our patients. Literatures shows that patients receiving speech and language services have faster recovery and increased functioning in overall communication, language and feeding skills.

NMC will evaluate in Fiscal Year 2012 the practicality of bringing Speech Therapy services in house. This could be a potential cost savings for the hospital as well as allow for a tighter linkage between speech therapy services and the other in-house therapies, such as physical therapy and occupational therapy. The proposed agreement with Jennifer D'Attilio will allow for early termination (there is a "30 day without cause" clause in the agreement) if the hospital decides to move in this direction.

### **OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

### **FINANCING:**

The cost for this Amendment is \$176,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.



Prepared by:  
Chris Esposto, Director Physical Therapy 769-8698  
April 5, 2011



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Harry Weis  
Chief Executive Officer

Attachments: Amendments #1, 2, 3, 4, 5, Original Agreement, Board Order

Before the Board of Supervisors in and for the  
County of Monterey, State of California

**Agreement No. A-10748**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment )  
No. 5 to the agreement with Jennifer L. D'Attilio, )  
MS for Speech Therapy Services at NMC in an )  
amount not to exceed \$764,000 in the aggregate )  
and \$176,000 for the period July 1, 2011 to June )  
30, 2012..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement A-10748 with Jennifer L. D'Attilio, MS for Speech Therapy Services at NMC in an amount not to exceed \$764,000 in the aggregate and \$176,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14<sup>th</sup> day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Christ A. Neal  
Deputy

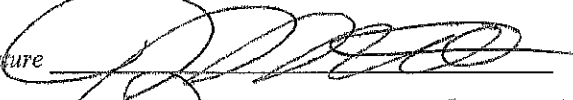
**RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Jennifer L. D'Attilio MS AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Speech Therapy SERVICES**

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:


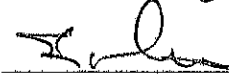
- 1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10748). Additionally, services and compensation will include those on Attachment A attached to this Amendment #5.
- 2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
- 3. The total amount payable by County to Contractor under Agreement No. (A-10748) shall not exceed the total sum of \$~~74~~<sup>76</sup>,000 for the full term of the Agreement; \$176,000 for fiscal year 2011-2012.
- 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).

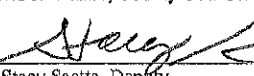
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

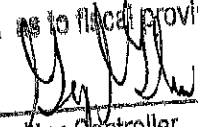
**CONTRACTOR**

Signature  Dated 4/11/11  
 Printed Name Jennifer D'Attilio Title owner

**NATIVIDAD MEDICAL CENTER**

Signature  Dated 7-18-11  
 Purchasing Manager  
 Signature  Dated 4/11/11  
 NMC - CEO

Approved as to Legal Form:  
 Charles J. McKee, County Counsel  
 By   
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Reviewed as to fiscal provisions Dated: 4/11, 2011  
  
 Auditor-Controller  
 County of Monterey 4-2011

*ATTACHMENT*  
AMENDMENT-A (Agreement No. A-10748)

FOR PROFESSIONAL SERVICE AGREEMENT

BETWEEN JENNIFER L. D'ATTILIO, M.S., CCC AND THE NATIVIDAD MEDICAL CENTER

The following will be effective July 1, 2011 and shall continue in full force until June 30, 2010.

COMPENSATION:

Compensation for the performance of Speech Language Pathology services (including expenses) by CONTRACTOR pursuant to the agreement above, County shall pay CONTRACTOR at the rate of seventy-five dollars (\$ 75.00) per hour for services provided by a licensed Speech-Language Pathologist. County shall pay CONTRACTOR thirty-five dollars (\$35.00) per hour for services provided by qualified administrative staff for services including scheduling, administrative duties related to speech pathology services and related services. The total hours for administrative duties will not exceed 60 hours per month.

SCOPE OF SERVICES

KEY OBJECTIVES:

1. Provide bilingual speech and language assessment and intervention
2. Participate in feeding clinic to be established in the 2011-2012 fiscal year
3. Collaborate and treat inpatient and outpatient pediatric and adult patients based on medical necessity.
4. Participate in quality assurance program
5. Participate in mandatory in-services
6. Provision of pediatric and adult therapy materials
7. Provision of adult and pediatric tests and protocols
8. Provision of administrative duties necessary with medically based services for adults and pediatrics
9. CONTRACTOR shall handle referrals from local agencies, pediatricians, early start agencies and make appropriate referrals to agencies as deemed appropriate.
10. CONTRACTOR will ensure appropriate scheduling, follow-up, and case management for pediatric and adult patients.

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>May 11, 2010</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement (A-10748) with Jennifer L. D'Attilio MS for Speech Language Pathology Services at NMC in an amount not to exceed \$711,000 (an increase of \$255,000) for the period April 1, 2010 and extending the term date to June 30, 2011.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement (A-10748) with Jennifer L. D'Attilio MS for Speech Language Pathology Services at NMC in an amount not to exceed \$711,000 (an increase of \$255,000) for the period April 1, 2010 and extending the term date to June 30, 2011.

**SUMMARY/DISCUSSION:**

Jennifer D'Attilio has been providing speech language pathology services at NMC for a period of six years. Services provided include assessment and treatment for both adult and pediatric patients. Also included are Inpatient Neonatal Intensive Care Unit (NICU) and outpatient services for children with suspected feeding, swallowing or cognitive deficits as well as language disabilities and autism. Adult services include inpatient and outpatient evaluation of dysphagia, aphasia post stroke, traumatic brain injury and treatment for deficits resulting from surgery, Alzheimer's, Parkinson's disease and trauma.

Speech pathologists work as part of the Natividad team of physicians, nurses and rehabilitation staff to provide services and education. Patients receiving speech and language services have faster recovery and increased functioning in overall communication, language and feeding skills.

The speech therapy department has experienced substantial growth (have exceeded budget by more than 30% for the first two quarters of fiscal year 2010) this fiscal year, and as a result, NMC requests an increase in the previously established purchase order for Jennifer D'Attilio in the amount of \$255,000 which will cover the remainder of FY 2010 and all of FY 2011. The increased workload requires additional staffing provided by the contractor under this contract.

**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$255,000; \$60,000 is included in the approved FY 2009-10 Budget and \$195,000 will be included in the 2010-2011 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Sid Cato, Management Analyst/Contracts  
March 25, 2010  
Attachments: Agreement, Amendment #4, Board Order

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A - 10748**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to )  
 execute Amendment No. 4 to the Agreement (A-10748) with Jennifer L. D'Attilio )  
 MS for Speech Language Pathology Services at NMC in an amount not to exceed )  
 \$711,000 (an increase of \$255,000) for the period April 1, 2010 and extending the )  
 term date to June 30, 2011. )

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-10748) with Jennifer L. D'Attilio MS for Speech Language Pathology Services at NMC in an amount not to exceed \$711,000 (an increase of \$255,000) for the period April 1, 2010 and extending the term date to June 30, 2011.

PASSED AND ADOPTED this 11<sup>th</sup> day of May, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter

NOES: None

ABSENT: Supervisor Parker

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 11, 2010.

Dated: May 13, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors  
 County of Monterey, State of California

By         P - P - P          
 Deputy

**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 [Handwritten Signature] Dated 3/25/10  
 Printed Name Jennifer D'Attilio Title Owner

**NATIVIDAD MEDICAL CENTER**

Signature [Handwritten Signature] Dated 3-14-10  
 Purchasing Manager  
 Signature [Handwritten Signature] Dated 4/2/10  
 NMC - CEO

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

By [Handwritten Signature]  
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Dated: 4/6, 2010

Reviewed as to fiscal provisions  
[Handwritten Signature]  
 Auditor/Controller  
 County of Monterey 4710

Vendor Name	Service	Current Contract Term Dates	# MOS.	Current Accumulative Contract Amt.	CURRENT CONTRACT EST. ANNUALIZED AMOUNT	FY 10 AMOUNT	DOLLAR VARIANCE	% VARIANCE	COMMENTS
3M	Service	1-26-98 thru 8-8-10	150	NA	\$95,000.00	\$95,000.00	\$0.00	0.00%	
3M	Coding Software License Agreement	8-6-07 thru 8-5-10	36	\$138,300.00	\$68,000.00	\$68,000.00	\$0.00	0.00%	
3M	Transcription Software License Agreement	1-21-08 thru 6-30-10	30	\$600,000.00	\$400,000.00	\$200,000.00	-\$200,000.00	-50.00%	
Allen Radner MD	Internal Medicine & Infectious Disease Services	6-1-06 thru 6-30-10	49	\$347,000.00	\$87,000.00	\$87,000.00	\$0.00	0.00%	
Anthony Galicia MD Inc	Rehab and Occ Med Services	3-1-04 thru 6-30-10	64	\$1,002,200.00	\$170,000.00	\$175,000.00	\$5,000.00	2.90%	
Armanesso Public Relations Inc	Media Training/Relations & Strategic Counsel Services	11-1-08 thru 6-30-10	20	\$155,000.00	\$65,000.00	\$90,000.00	\$25,000.00	38.50%	Added time to original Agreement
Arthur A Schwartz MD	General Surgical Services	9-11-07 thru 6-30-10	34	\$309,000.00	\$120,000.00	\$89,000.00	-\$31,000.00	-25.80%	
Aureus Radiology LLC	Ancillary Registry Services	11-9-05 thru 6-30-10	56	\$1,348,800.00	\$375,400.00	\$200,000.00	-\$175,400.00	-13.00%	
Automatic Door Systems Inc	Maintenance & Repair	7-1-06 thru 6-30-10	36	\$120,000.00	\$25,000.00	\$25,000.00	\$0.00	0.00%	
Beacon Partners ORM Services	Pcis ORM System Implementation	1-1-09 thru 1-31-10	18	\$165,600.00	\$165,600.00	\$165,600.00	\$0.00	0.00%	
Calif St-Health Services Dept/NBS Accounting	Newborn Screening Tests	State fee paid yearly no contract	NA	\$742,000.00	\$282,051.00	\$210,000.00	-\$72,051.00	-25.50%	
California Emergency Physicians Community Hospital of the Monterey Peninsula	ER Physician Services	11-1-05 thru 6-30-11	80	\$5,054,000.00	\$950,000.00	\$1,074,000.00	\$124,000.00	13.10%	Increased services in 2010 and 2011
Coyote Creek Consulting	Histology Processing & Referral Lab Testing Services	9-17-07 thru 6-30-10	34	\$137,000.00	\$43,500.00	\$50,000.00	\$6,500.00	14.90%	
Credit Consulting Services	Consulting Services	7-1-08 thru 6-30-10	24	\$96,000.00	\$216,000.00	\$120,000.00	\$24,000.00	11.10%	Added Services
Danny Tan DDS	Bad Debt Collection Services	8-1-07 thru 6-30-10	35	\$2,700,000.00	\$930,550.00	\$700,000.00	-\$230,550.00	-24.80%	
Development Dimensions International Inc.	Dental Services	6-3-08 thru 6-30-10	25	\$130,000.00	\$65,000.00	\$65,000.00	\$0.00	0.00%	
Don Givroy MD	Leadership Development Services	11-15-07 thru 6-30-10	20	\$125,000.00	\$50,000.00	\$25,000.00	\$25,000.00	50.00%	
Don T Williams MD	Psychiatric Services	2-1-08 thru 6-30-10	17	\$107,500.00	\$47,500.00	\$47,500.00	\$0.00	0.00%	
Donald Porpan MD	Orthopedic Services	3-1-04 thru 6-30-10	63	\$293,100.00	\$84,000.00	\$65,100.00	-\$18,900.00	-22.50%	
First Alarm	Orthopedic Services	5-31-09 thru 5-31-10	12	NA	NA	\$120,000.00	\$0.00	0.00%	
Full Steam Marketing	Maintenance & Repair of Alarm, Fire, Closed-Circuit TV Systems	County Master Agreement	NA	\$120,000.00	\$60,000.00	\$60,000.00	\$0.00	0.00%	
Healthport Technologies LLC	Marketing & PR Services	7-1-05 thru 6-30-10	60	\$675,000.00	\$100,000.00	\$75,000.00	-\$25,000.00	-25.00%	
HHS Consultants	On-Site Management & Operation Services in Medical Record	7-1-09 thru 6-30-10	12	\$200,000.00	\$200,000.00	\$200,000.00	\$0.00	0.00%	New Agreement
Jenniter D'Attilio	Med Record Scanning, Coding Absatracting and OSHPD Correction	7-1-05 thru 6-30-10	60	\$3,020,000.00	\$604,000.00	\$604,000.00	\$0.00	0.00%	
Joel Weinstein, MD	Speech Therapy Services	7-1-06 thru 6-30-10	48	\$456,000.00	\$141,500.00	\$175,000.00	\$25,000.00	17.67%	Increased services in 2009
John Schatz, MD	General Surgical Services	7-1-06 thru 6-30-10	48	\$976,672.00	\$287,672.00	\$264,000.00	-\$23,672.00	-8.22%	
Johnson Controls	Cardiology Services	3-1-06 thru 6-30-10	39	\$767,900.00	\$220,000.00	\$220,000.00	\$0.00	0.00%	
Jose Felix Huerta-Ibarra	Engineering Repair & Maintenance Internal Medicine & Hospitalist Services	7-1-06 thru 6-30-10	48	\$260,000.00	\$70,000.00	\$70,000.00	\$0.00	0.00%	
Juan Calzetta, MD	Vascular Surgery Services	2-24-06 thru 6-30-10	48	\$690,531.00	\$173,000.00	\$173,000.00	\$0.00	0.00%	
Kenneth Ishitane MD	Orthopedic Surgery Services	7-1-06 thru 6-30-10	48	\$568,400.00	\$158,000.00	\$158,000.00	\$0.00	0.00%	
Maxim Healthcare Services	Medical & Skilled Nursing Services	5-31-09 thru 5-31-10	12	NA	NA	\$120,000.00	\$0.00	0.00%	
Medical Information Technology	Medical Support Services	3-1-08 thru 6-30-10	16	\$300,000.00	\$125,000.00	\$100,000.00	-\$25,000.00	-20.00%	
Metro Republic	Meditech Support Services	7-19-04 thru 6-30-10	62	\$638,530.00	\$230,530.00	\$150,000.00	-\$80,530.00	-34.93%	
	Bad Debt Collection Services	8-1-07 thru 6-30-10	35	\$2,700,000.00	\$1,000,000.00	\$700,000.00	-\$300,000.00	-30.00%	



**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Contract Amendments with multiple vendors for various services at Natividad Medical Center..... )  
 )  
 )

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried by those members present, effective July 7, 2009 the Board hereby:

Authorizes the Purchasing Manager for Natividad Medical Center (NMC) to execute the Contract Amendments with multiple vendors for various services at Natividad Medical Center.

PASSED AND ADOPTED this 7<sup>th</sup> day of July 2009, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_ for the meeting on \_\_\_\_\_.

Dated:

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_  
Deputy

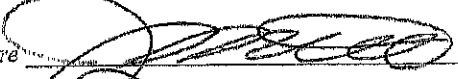
**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Jennifer L. D'Attilio MS AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Speech Therapy SERVICES**

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:

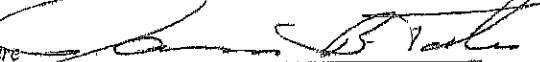
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10748).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by 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**

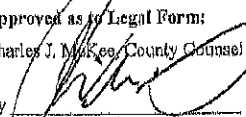
Signature  Dated 3/10/09  
 Printed Name Jennifer D'Attilio Title owner

**NATIVIDAD MEDICAL CENTER**

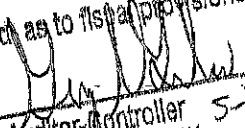
Signature  Dated 5/28/09  
 Purchasing Manager

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

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>June 10, 2008</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager to execute the Contract Amendments with multiple vendors for various services at Natividad Medical Center.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager to execute the Contract Amendments with multiple vendors for various services at Natividad Medical Center.

### **SUMMARY/DISCUSSION:**

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A is a list of current vendor service contracts requiring renewal for Fiscal Year 2008-09.

### **OTHER AGENCY INVOLVEMENT:**

The Amendments have been reviewed and approved by County Counsel except for those marked with an asterisk. County Counsel anticipates approving those amendments prior to July 1, 2008 because they do not contain any changes in material terms from the original contracts. The Amendments have been approved by the Natividad Medical Center Board of Trustees. Board approval is contingent upon review and approval of County Counsel.

### **FINANCING:**

The cost of the Contract Amendments is included in the FY 2008-09 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Sid Cato, Management Analyst  
May 27, 2008  
Attachments: Attachment A

---

William Foley  
Chief Executive Officer

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No: A - 11190

Authorize the Purchasing Manager to execute the )  
Contract Amendments with multiple vendors for )  
various services at Natividad Medical Center. )

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, effective June 10, 2008, the Board hereby:

Authorized the Purchasing Manager to execute the Contract Amendments with multiple vendors for various services at Natividad Medical Center.

PASSED AND ADOPTED this 10<sup>th</sup> day of June, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutcheon, Potter  
NOES: None  
ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 10, 2008.

Dated: June 12, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors  
County of Monterey, State of California

By P. F. M.  
Deputy

Vendor Name	Service	Current Contract Term Dates	# MOS.	Current Accumulative Contract Amt.	CURRENT CONTRACT EST. ANNUALIZED AMOUNT	FY 09 AMOUNT	DOLLAR VARIANCE	% VARIANCE	COMMENTS	PO #
A R Galina MD Inc	Service Rehab and Occ Med Services	3-1-04 thru 6-30-08	52	\$664,000.00	\$166,000.00	\$170,000.00	\$4,000.00	2%		P960869066
Allen Radner MD	Internal Medicine & Infectious Disease Services	6-1-06 thru 6-30-08	25	\$173,000.00	\$86,500.00	\$87,000.00	\$5,000.00	6%		P960869330
Anthony Caporaso	Orthopedic PA Clinical Services	7-1-06 thru 6-30-08	24	\$120,000.00	\$60,000.00	\$61,800.00	\$1,800.00	3%		P960869342
Arthur A Schwartz MD	General Surgical Services	9-1-07 thru 6-30-08	10	\$100,000.00	\$100,000.00	\$120,000.00	\$20,000.00	20%	Added Coverage	P960871240
Auruss Radiology LLC	Ambulatory Registry Services	7-1-06 thru 6-30-08	24	\$773,400.00	\$398,000.00	\$175,400.00	(\$222,600.00)	-29%		P960865871
BFI	Non-Medical Waste Disposal Services	Utility	NA	\$110,000.00	\$55,000.00	\$55,000.00	\$0.00	0%		P960849448
Calif St-Health Services Dep/NBS Accounting	Newborn Screening Tests	NA	NA	\$532,000.00	\$256,410.00	\$282,051.00	\$2,541.00	10%		P960800099
Central Coast Head & Neck Surgeons	Otolaryngology & Audiology Services	7-1-06 thru 6-30-08	24	\$560,000.00	\$280,000.00	\$280,000.00	\$0.00	0%		P960869509
Cynthia Harlowe	JCAHO Consulting Services	9-1-07 thru 6-30-08	10	\$150,000.00	\$100,000.00	\$50,000.00	(\$50,000.00)	-50%		P960871216
Don J Williams MD	Orthopedic Services	3-1-04 thru 6-30-08	52	\$144,000.00	\$84,000.00	\$84,000.00	\$0.00	0%		P960869684
Evryston Resources Inc	Drug Recovery Services	7-1-06 thru 6-30-08	24	\$400,000.00	\$200,000.00	\$200,000.00	\$0.00	0%		P960854872
First Alarm	Maintenance & Repair of Alarm, Fire, Closed-Circuit TV Systems	County Master Agreement	NA	\$120,000.00	\$60,000.00	\$60,000.00	\$0.00	0%		P96081932
Foley & Lardner LLP	Independent Consulting & Legal Services	1-1-07 thru 6-30-08	20	\$552,000.00	\$276,000.00	\$75,000.00	(\$201,000.00)	-73%		P960869527
Full Steam Marketing	Marketing & PR Services	7-1-05 thru 6-30-08	36	\$500,000.00	\$100,000.00	\$100,000.00	\$0.00	0%		P96084511
HFS Consultants	Med Record Scanning, Coding	9-20-05 thru 6-30-08	34	\$2,416,000.00	\$604,000.00	\$604,000.00	\$0.00	0%		P960856987
Jack English MD	Pathology Services	7-1-14 thru 6-30-08	24	\$45,000.00	\$15,000.00	\$15,000.00	\$0.00	0%		P960869687
Jennifer D Aftilio	Speech Therapy Services	7-1-06 thru 6-30-08	24	\$281,000.00	\$66,500.00	\$91,500.00	\$25,000.00	38%		P960867471
Joel Weinstein, MD	General Surgical Services	7-6-06 thru 6-30-08	24	\$462,672.00	\$250,000.00	\$250,000.00	(\$37,672.00)	-13%		P960869325
John Kitzmiller, MD	OB/Gyn/Pediatric Services	8-1-05 thru 6-30-08	35	\$138,000.00	\$46,000.00	\$46,000.00	\$0.00	0%		P960869688
John Schatz, MD	Cardiology Services	3-1-06 thru 6-30-08	16	\$374,000.00	\$154,000.00	\$220,000.00	\$66,000.00	43%	Added Services	P960869517
John Stumhofer MD	Pediatric Services	8-17-04 thru 6-30-08	47	\$285,000.00	\$74,000.00	\$80,000.00	\$6,000.00	8%		P960769504
Johnson Controls	Engineering Repair & Maintenance Internal Medicine & Hospitalist Services	7-16-07 thru 6-30-08	12	\$140,000.00	\$70,000.00	\$70,000.00	\$0.00	0%		P960869240
Jose Felix Huerta-Ibarra	Vascular Surgery Services	7-1-06 thru 6-30-08	24	\$344,530.00	\$172,265.50	\$173,000.00	\$734.50	0%		P960866647
Juan Calzetta, MD	Medical & Skilled Nursing Services	7-1-06 thru 6-30-08	24	\$427,400.00	\$144,000.00	\$158,400.00	\$14,400.00	10%		P960869508
Maxim Healthcare Services	Medical & Skilled Nursing Services	3-1-08 thru 6-30-08	4	\$75,000.00	\$75,000.00	\$125,000.00	\$50,000.00	67%	previously for 4 months now for full 12 months	P960872360
Medassess Net Revenue Systems LLC	Improved Revenue Cycle & Updating the Charge Master System	7-1-06 thru 6-30-08	24	\$331,000.00	\$157,000.00	\$177,000.00	(\$140,000.00)	-89%	Reduced services Added Modules for ER and Health Information/Quality Mgt.	P960866335
Medical Information Technology	Meditech Support Services	7-19-04 thru 6-30-08	36	\$258,000.00	\$129,000.00	\$150,000.00	\$21,000.00	16%		P960860358
Mohammad Khan	Internal Medicine/Hospitalist Services	2-3-06 thru 6-30-08	28	\$250,800.00	\$83,600.00	\$70,400.00	\$13,200.00	\$0.16		P960866645
Monterey County Eye Associates	Ophthalmology & Call Services	5-1-06 thru 6-30-08	26	\$170,400.00	\$85,200.00	\$168,000.00	\$82,800.00	97%		P960866320
Munitz G Tabbaa MD	Gastroenterology Services	7-1-05 thru 6-30-08	36	\$450,000.00	\$150,000.00	\$150,000.00	\$0.00	0%		P960869881
NMC Auxiliary	Management Services	7-1-05 thru 6-30-08	36	\$227,025.00	\$75,675.00	\$80,675.00	\$5,000.00	7%		P96083453
Nursing Registry Master Agreement (RFP # 9770)	Nurse Registry Services to extend unit completion on the new RFP	7-1-04 thru 6-01-08	48	\$3,500,000.00	\$5,500,000.00	\$1,400,000.00	(\$2,100,000.00)	-150%		Various (9)
Pharmedium Services LLC	Compounding Pharmaceutical Services	1-31-06 thru 6-30-08	30	\$180,000.00	\$60,000.00	\$60,000.00	\$0.00	0%		P960868277
Professional Research Consultants	Survey Services	7-1-05 thru 6-30-08	36	\$146,437.50	\$16,437.50	\$26,000.00	\$9,562.50	58%		P960869698
Quest Diagnostics	Reference Lab Testing Services	6-27-06 thru 6-30-08	24	\$1,850,000.00	\$450,000.00	\$300,000.00	(\$150,000.00)	-33%		P960866025
R Backley Sweet MD's	Urology Clinic & Call Services	7-1-06 thru 6-30-08	24	\$540,000.00	\$270,000.00	\$270,000.00	\$0.00	0%		P960866653
Reliab Care Group Management	ARJ Management Services	7-1-06 thru 6-30-08	24	\$3,428,500.00	\$1,600,000.00	\$1,600,000.00	\$0.00	0%		P960860741
Rodrick Peggionin DPM	Podiatric Clinic Services	12-1-05 thru 6-30-08	31	\$110,200.00	\$46,300.00	\$46,300.00	\$0.00	0%		P960869529
Saltinas Valley Radiologists	Radiology	7-1-00 thru 6-30-08	96	\$671,000.00	\$167,000.00	\$167,000.00	\$0.00	0%		P960869682
Shainzad Ahmad MD	Internal Medicine Services	7-1-07 thru 6-30-08	12	\$100,000.00	\$100,000.00	\$105,000.00	\$5,000.00	5%		P960871295

**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

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 ~~\$781,000~~ \$781,000 for the full term of the Agreement; and \$91,500 for fiscal year 2007-2008.
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 2/28/08  
 Purchasing Manager  
 Signature [Signature] Dated APR 07 2008  
 NMC - CEO

Approved as to Legal Form:  
 Charlet J. McKee, County Counsel  
 By W. Allen Bidwell  
 W. Allen Bidwell, Deputy  
 Attorneys for County and NMC

Dated: 03-26, 2008

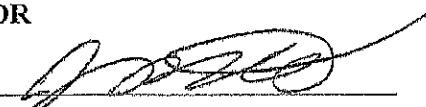
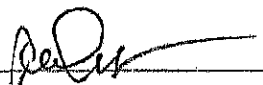
**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Jennifer D'Attilio AND  
THE COUNTY OF MONTEREY  
FOR  
Speech Language Pathology SERVICES**

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.

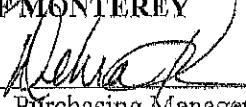
**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

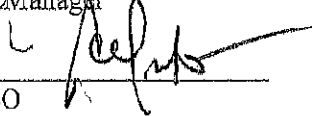
**CONTRACTOR**

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

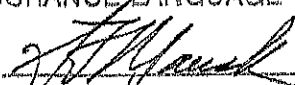
Approved as to Legal Form:

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 of 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:
- |   |   |
|---|---|
| <p><u>COUNTY:</u><br/>Natividad Medical Center<br/>1441 Constitution Blvd.<br/>Salinas, Ca. 93906</p> | <p><u>CONTRACTOR:</u><br/>Jennifer D'Attilio<br/>1760 Havana St.<br/>Seaside, Ca. 93955</p> |
|---|---|
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

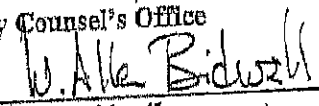
Date:                     , 2006

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

Date: 5/8, 2006

By:   
Jennifer D'Attilio, SLP

Date: 5/16/06, 2006.

County Counsel's Office  
By:   
W. Allen Bidwell,  
Deputy County Counsel

Date: 05-02-2006

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

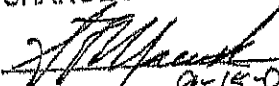
By:   
Date: 9-15-04

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.

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 Additional Insureds shall not be called upon to contribute to a loss covered by 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