



# NATIVIDAD MEDICAL CENTER

## PURCHASE ORDER

ORDER DATE 09-05-2013

DO 9600 000005391

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">VENDOR</p> <p>Shred-it U.S.A. 350 Hatch Drive Foster City CA 94404</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">SHIP TO</p> <p>NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">BILL TO</p> <p>NATIVIDAD MEDICAL CENTER P O BOX 81611 SALINAS CA 93912-1611</p>
<p>VENDOR NUMBER: VS0000001668</p>		<p>DELIVERY DATE: F.O.B.:</p>

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		94899	<p>PURCH DESC: CC: 8650 THIS PURCHASE ORDER IS ISSUED TO SHRED-IT USA INC. FOR DOCUMENT SHREDDING SERVICES AT NATIVIDAD MEDICAL CENTER.</p> <p>ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT.</p> <p>TERM OF THE AGREEMENT JUNE 1, 2011 THROUGH JUNE 30, 2014 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.</p> <p>THIS PURCHASE ORDER IS VALID 7-1-13 THROUGH 6-30-14. A NEW PURCHASE ORDER WILL BE ISSUED AFTER THAT TIME TO THE CURRENT AGREEMENT.</p> <p>THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$80,144.81.</p>	.00	.00	66,749.68
				<p>COMM LINE DESC: Document Shredding Services</p> <p>451 - 9600 - 8142 - NMC001 - 6613 - - - - - 66749.68</p>			
2	0.0		94899	<p>COMM LINE DESC: Document Shredding Services</p> <p>EXTENDED DESC: Final FY 12/13 Payment</p>	.00	.00	7,541.60

THE SHADED ROWS ARE FOR NMC DEPARTMENT USE ONLY **ORDER TOTAL**

All Vendors are required to review the NMC general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with NMC unless otherwise noted. Said terms and conditions can be found on the NMC website at <http://www.Natividad.com>

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION  
TELEPHONE:  
EMAIL:

AUTHORIZED BY NMC  
DEPUTIZED PURCHASING AGENT



# NATIVIDAD MEDICAL CENTER

## PURCHASE ORDER

ORDER DATE 09-05-2013

DO 9600 0000005391

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR Shred-it U.S.A. 350 Hatch Drive Foster City CA 94404	S H I P T O NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906	B I L L T O NATIVIDAD MEDICAL CENTER P O BOX 81611 SALINAS CA 93912-1611
VENDOR NUMBER: VS0000001668		DELIVERY DATE: _____ F.O.B.: _____

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
		451 -	9600 -	8142 - NMC001 - 6613 -	-	-	7541.60

THE SHADED ROWS ARE FOR NMC DEPARTMENT USE ONLY **ORDER TOTAL** 74,291.28

All Vendors are required to review the NMC general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with NMC unless otherwise noted. Said terms and conditions can be found on the NMC website at <http://www.Natividad.com>

TAX EXEMPTION INFORMATION:  
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION  
 TELEPHONE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

AUTHORIZED BY NMC  
 DEPUTIZED PURCHASING AGENT



## COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 13-071	Name:	Shred-it USA Amendment #2
Type:	BoS Agreement	Status:	Consent Agenda
File created:	5/4/2013	In control:	Board of Supervisors
On agenda:	6/11/2013	Final action:	

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA73) with Shred It USA for Document Shredding Services at NMC, extending the Agreement to June 30, 2014 and adding \$80,000 for a revised total Agreement amount not to exceed \$179,620 in the aggregate.

**Sponsors:** Sid Cato

**Attachments:** 1. [Shred-it USA Amendment #2](#), 2. [Completed Board Order](#)

[History \(0\)](#)   
[Text](#)

### **Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA73) with Shred It USA for Document Shredding Services at NMC, extending the Agreement to June 30, 2014 and adding \$80,000 for a revised total Agreement amount not to exceed \$179,620 in the aggregate.

### **Report**

#### **RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA73) with Shred It USA for Document Shredding Services at NMC, extending the Agreement to June 30, 2014 and adding \$80,000 for a revised total Agreement amount not to exceed \$179,620 in the aggregate.

#### **SUMMARY/DISCUSSION:**

Currently Natividad Medical Center utilizes Shred-It USA to provide over 100 consoles throughout the facility to ensure appropriate destruction of confidential and patient care information. These consoles are positioned near nurses' stations, under admissions clerks' desks and in other areas as needed to ensure that important information is destroyed immediately.

Shred It USA provides regularly scheduled pickups and provides an unbroken chain of custody services to ensure sensitive day to day information is secure from the moment it is placed in the console until it is shredded here at NMC. In addition assisting with day to day paper destruction the company provides Hard Drive and Media destruction.

The increase in the Agreement Aggregate Amount of \$80,000, will allow Natividad to continue to utilize these services for Fiscal Year 2013/2014.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 2 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 2 as to fiscal provisions. The Amendment No. 2 has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment No. 2 is \$80,000 and is included in the Fiscal Year 2013/2014 Recommended Budget. There is no impact to the General Fund.

Prepared by: Janine Bouyea, HR Director, 783-2701

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment No. 2, Agreement, Amendment 1



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-12468

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA73) with Shred It USA for Document Shredding Services at NMC, extending the Agreement to June 30, 2014 and adding \$80,000 for a revised total Agreement amount not to exceed \$179,620 in the aggregate.

PASSED AND ADOPTED on this 11th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

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 June 11, 2013.

Dated: June 18, 2013  
File Number: A 13-071

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

By Denise Hancock  
Deputy

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Shred-It USA AND  
THE NATIVIDAD MEDICAL-CENTER  
FOR  
Document Shredding Services**

This Amendment No. 2 to Professional Services Agreement ("Agreement"), dated June 1, 2011 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Shred-it USA (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on June 1, 2012 via Amendment No. 1; and

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

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

**AGREEMENT**

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

1. <sup>Contractor</sup> will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA73).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of "\$49,810."*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA73) shall not exceed the total sum of \$179,620 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from June 1, 2011 to May 31, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is June 1, 2011 to 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 No. 1 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 No. 2 and all previous amendments shall be attached to the original Agreement (No. MYA73).
6. The effective date of this Amendment is June, 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.

Natividad Medical Center

By: [Signature]  
Sid Cato, NMC Contracts Manager

Date: 4-12-13

By: [Signature]  
Harry Weis, NMC Chief Executive Officer

Date: 4-23-13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: May 2, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 5-2-13

Contractor

[Signature]  
Contractor's Business Name\*\*\* (see instructions)

[Signature]  
Signature of Chair, President, or Vice-President

Kan Hafner CM  
Name and Title

Date: 4-24-13

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Kan Hafner CM  
Name and Title

Date: 4-24-13

\*\*\*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 (two signatures required).

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 (two signatures required).

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 (one signature required)

MYA-73

Original Agreement No or PO#. (MYA73)

**AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Shred-it U.S.A. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Document Shredding Services**

The parties to Professional Service Agreement, dated June 1, 2011 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Shred-it U.S.A. (Contractor), hereby agree to amend their Agreement No. (MYA73) 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. (MYA73).
2. This Amendment shall become effective on June 1, 2012 and shall continue in full force until June 30, 2013.
3. The total amount payable by County to Contractor under Agreement No. (MYA73) shall not exceed the total sum of \$99,620 for the full term of the Agreement and \$49,810 for fiscal year 2012-13.
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. (MYA73).

**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 *[Handwritten Signature]*

Dated 1/23/2012

Printed Name KEN COMBARDO

Title ACCOUNT MANAGER

Signature 2 *[Handwritten Signature]*

Dated 1-23-2012

Printed Name Carrie Drew

Title Senior Sales Executive

*\*\*\*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 *[Handwritten Signature]*  
Purchasing Manager

Dated 2-5-12

Signature *[Handwritten Signature]*  
NMC - CEO

Dated 1/26/12

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

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

*Reviewed as to fiscal provisions*  
*[Handwritten Signature]*  
Auditor/Controller  
County of Monterey  
2-7-12

Dated: 2/7, 2012





**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(NOT TO EXCEED \$100,000)**

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and **Shred-it USA Inc.**

\_\_\_\_\_ hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Document Shredding Service

\_\_\_\_\_

\_\_\_\_\_

1. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$49,810

2. TERM OF AGREEMENT. The term of this Agreement is from Jun 1, 2011 to May 31, 2012 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A/Schedule A: Scope of Services/Payment Provisions**

4. PERFORMANCE STANDARDS.

4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. 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 Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.

## 8. INSURANCE.

### 8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 8.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.
- 8.3. 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:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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).

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).

Workers' Compensation Insurance, If CONTRACTOR employs other 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).

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).

#### 8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC 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 NMC 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 insured 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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.*

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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, which 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

#### 9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
  - 9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
  - 9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
  - 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
10. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
  11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
  12. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<b>FOR NATIVIDAD MEDICAL CENTER:</b> Contracts/Purchasing Manager	<b>FOR CONTRACTOR:</b>
Name	Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	
Address	Address
831.755.4111	
Phone	Phone

14. MISCELLANEOUS PROVISIONS.

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: [Signature]  
NMC Contracts/Purchasing Agent

Date: 4/26/11

By: [Signature]  
Department Head (if applicable)

Date: 4/19/11

Approved as to Legal Form

By: [Signature]  
Stacy Saetta  
Deputy County Counsel

Date: 4/25/11

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 4/25/11

CONTRACTOR

Shred-it USA, Inc.  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President

Art Guzman  
Name and Title

Date: 4/14/11

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Carrie Drew, Senior Sales Executive  
Name and Title

Date: 4-14-11

\*\*\*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.



**Exhibit A**

This Master Service Agreement ("**Agreement**") is effective June 1 2011 ("**Effective Date**"), between **Natividad Medical Center** ("**Customer**"), and Shred-it USA, Inc ("**Shred-it**"). Shred-it and Customer are referred to sometimes referred to herein individually as "**Party**" and collectively as "**Parties**".

- A. Shred-it is in the business of document shredding and destruction.
- B. Customer desires to obtain certain services from Shred-it pursuant to the terms and conditions of this Agreement.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1. **Services.** Shred-it will provide the following services to Customer ("**Services**") at Customer's locations listed on Exhibit A ("**Locations**");
  - (a) Shred-it will supply locking containers (secure consoles and/or secure bins) and related equipment on Customer's premises for the collection of Company's documents ("**Materials**"). The number of consoles will be determined by Shred-it after consultation with Customer.
  - (b) Shred-it will: (i) collect the Materials on a regularly scheduled and mutually agreed basis and (ii) destroy the Materials using a mechanical shredding device (the "**Document Destruction Process**").
  - (c) Shred-it will recycle or otherwise dispose of the Material after destruction.
  - (d) Within a reasonable time following completion of the Document Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
  - (e) An authorized representative of Customer may, at any time, inspect the Document Destruction Process.
2. **Customer Locations.**
  - (a) The Locations are all of Customer's locations that utilize any document shredding or other Material destruction process from a third party. If contracts for shredding services exist for any Location, Customer will make every effort to cancel such agreements and turn service over to Shred-it. If any contracts with non-Shred-it providers are legally required to remain in force, Customer shall provide Shred-it a copy of said agreement and will provide official notice to cancel at the earliest opportunity per the terms of said agreement and will then turn service over to Shred-it as soon as the prior contract is completed.
  - (b) For Customer locations not in Shred-it's service territory, as part of this Agreement Customer may choose to (i) pay a travel surcharge to cover Shred-it's travel time beyond its territory in addition to the shredding costs. All Travel Costs will be paid in accordance with the Monterey County Travel Policy. (ii) utilize a secure courier service to transport material to the closest Customer location within a service territory for destruction by Shred-it or (iii) engage the services of a shredding services provider in the out of service locations. Prior to proceeding pursuant to section (iii) above, Customer will contact Shred-it to confirm that Customer is outside of Shred-it's service territory.

- (c) Within 30 days after signing of this Agreement by Customer, Customer will provide to Shred-it a written acknowledgement, on Customer's letterhead, of this Agreement for Shred-it to share with Shred-it branches for purposes of implementing the Service and/or gaining access to Customer locations and employees.
3. **Sole Terms.** All Services are subject solely to the terms contained in this Agreement and the Monterey County Professional Services Agreement. No term or condition on Customer's purchase order or any other document, agreement or understanding is binding on Shred-it unless agreed to by the Parties in writing.
4. **Consoles and Equipment.**
- (a) Consoles and any other equipment ("**Equipment**") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at Customer's location, Customer will pay a \$100 replacement charge per console
- (b) Customer will not store in any Equipment any Materials considered to be highly flammable, explosive, toxic, biohazard, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe. Customer will not store any non-paper, plastic media (such as floppy disks, CD's or computer storage tapes) in the Equipment without first obtaining Shred-it's consent. Destruction of such non-paper media requires a special schedule to complete.
- (c) Customer will adhere to the Shred-it's specified procedure when scheduling a date/dates for material removal and destruction by calling the Shred-it Major Accounts toll free number at 1-800-69-SHRED.
5. **Price and Payment Terms.**
- (a) Customer will pay a service fee ("**Service Fee**") to Shred-it equal to the greater of:
- (i) for destruction of paper media, the greater of (A) a minimum charge of **\$790.00**, or (ii) the Billing Rate of **\$7.90** per container per service.
- (ii) On-Site Purge Service - **\$3.00** per box Minimum Charge **\$100** (33 boxes) per service.
- (iii) for destruction of non-paper, plastic media, the greater of (A) a minimum charge of **\$65.00**, or (ii) the Billing Rate of **\$65.00** per container per service.
- (iv) Off-site service, Material, Hard drives **\$10.00** per unit per service.
- Notwithstanding anything to the contrary, Customer shall pay (A) any amount required by Shred-it, at Shred-it's sole option, if Customer requests that Shred-it come to Customer's location, and Shred-it agrees to do so, for any reason other than the scheduled shredding or (B) the applicable minimum charge described above if, after Shred-it has arrived at Customer's location on the scheduled shredding date and time, Customer's offices are closed or Customer declines shredding services without prior written notification to Shred-it.
- (a) Payment Terms are per the Monterey County Professional Services Agreement (PSA). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes will be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.

- (c) The Service Fee is fixed for the first year of the Initial Term. In the second year of the Initial Term and upon subsequent renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of the Service Fee from time to time up to a maximum of 7% per year, exclusive of any applicable taxes and surcharges.
- (d) Customer agrees and acknowledges that (i) Shred-it may, without notice, at any time and from time to time, impose and adjust a fuel, environmental or other surcharge of any amount for any duration, all in its sole discretion; (ii) any surcharge imposed is not subject to any cap or maximum including, but not limited to, the 7% Service Fee adjustment and cap described in Section (c) above; and (iii) any surcharge may, from time to time, result in additional profit for Shred-it.

6. **Term of Agreement and Termination.**

- (a) This Agreement commences on the Effective Date and will continue for 1 year ending May 31, 2012. ("Initial Term" unless terminated by either Party, by written notice, at least 30 days prior to the expiration of either the Initial Term or any Renewal Term.
- (b) Upon termination, regardless of the reason, or expiration of this Agreement (i) Customer will immediately pay Shred-it all outstanding balances for Services performed prior to such termination or expiration and (ii) Shred-it has the right to retrieve its Equipment from Customer, wherever located.
- (c) If Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately terminate this Agreement, retrieve its Equipment from Customer, wherever located, and Customer shall be immediately liable for all amounts identified in Section (f) below, all without any Shred-it liability whatsoever to Customer.
- (d) Customer shall notify Shred-it immediately and in writing of any Service issues. Customer shall provide Shred-it 10 business days to resolve the issues, unless the next scheduled service date is longer than 10 business days out, in which case the timeframe for resolution shall be the next service date. If Shred-it is unable to remedy such performance issue in that timeframe, and all other methods to remedy the situation are exhausted, Customer shall have the right to cancel Service without penalty at the affected location only.
- (e) Either Party may immediately terminate this Agreement if the other Party becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against such Party under any law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.
- (f) If this Agreement is terminated except as set forth in Sections (d) and (e) above, prior to the completion of the Initial Term or any Renewal Term, Customer must immediately pay Shred-it (i) all unpaid invoices and interest thereon as provided in Section 5(b),
- (g) Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation.

7. **Indemnification** Customer shall indemnify Shred-it for all costs and damages suffered by Shred-it as a result of Customer's actual or threatened breach of this agreement.

8. **Limitation of Liability.** Shred-it is not liable for (a) any loss or damage whatsoever relating to the Material or its destruction by Shred-it or (b) for the repair, replacement or restoration of any

destroyed Material. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services is limited to the amount of the Service Fees received by Shred-it from Customer during the last year of the term of this Agreement. **In no event will Shred-it be liable for any special, incidental, consequential, or punitive damages even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.**

9. **Miscellaneous.**

- (a) Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
- (b) Any notices to be given by one Party to the other shall be considered properly given if deposition in the Postal system, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the other at the following addresses, unless notice of a new address is given and received in accordance with this section.

Customer:

**Natividad Medical Center**  
1441 Constitution Blvd., PO Box 81611  
Salinas, CA 93912-1611  
Sid Cato, Management Analyst/Contracts

Shred-it:

**Shred-it, Inc.**  
San Francisco Branch  
350 Hatch Dr.  
Foster City, CA 94404  
Carrie Drew, Senior Sales Executive

- (c) If Shred-it is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other force majeure event not directly the fault of Shred-it, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- (d) Neither Party shall assign this Agreement without the prior written consent of other Party, which will not be unreasonably withheld.
- (e) This Agreement the Monterey County Professional Services Agreement (PSA) and any addenda attached hereto and agreed to by the parties in writing, is the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the Parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties.
- (f) This Agreement shall be construed in accordance with the laws of the State of California, excluding its choice of law provisions.
- (g) All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires.
- (h) The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect.

Natividad Medical Center  
Shred-it USA, Inc

**CONFIDENTIAL** (Except When Required by Law)

- (i) Shred-it is engaged in an independent business, and will perform its obligations under this Agreement as an independent contractor.

The Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**NATIVIDAD MEDICAL CENTER**

**SHRED-IT USA, INC.**

By: 

By: \_\_\_\_\_

Name: James B. Tatum

Name: \_\_\_\_\_

Title: Director of Purchasing

Title: \_\_\_\_\_

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

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

<b>PRODUCER</b> Chicago Commercial Lines HUB International Midwest Limited 55 East Jackson Boulevard Chicago, IL 60604	<b>CONTACT NAME:</b> Amber Chavin <b>PHONE (A/C, No, Ext):</b> 312 279-4638 <b>E-MAIL ADDRESS:</b> amber.chavin@hubinternational.com	<b>FAX (A/C, No):</b> 866 714-2419
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Shred-it USA Inc Shred-it San Francisco 350 Hatch Dr Foster City, CA 94404-1106	<b>INSURER A:</b> Continental Insurance Company	
	<b>INSURER B:</b> Zurich Insurance Company	
	<b>INSURER C:</b> New Hampshire Insurance Co.	
	<b>INSURER D:</b> National Union Fire Insurance	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2098337614	04/01/2013	04/01/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							\$
D	AUTOMOBILE LIABILITY			CA9203569	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			8840945	04/01/2013	04/01/2014	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			039901107	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

The County of Monterey, Its Officers, Agents and Employees are included as Additional Insured under the General Liability coverage in accordance with form CG2026 0704, Additional Insured Designated Person or Organization. The General Liability is primary and non-contributory. Re: Natividad Medical Center

<b>CERTIFICATE HOLDER</b> Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

POLICY NUMBER  
2098337614

INSURED NAME AND ADDRESS  
SHRED-IT USA, INC.  
115 W LAKE DRIVE  
SUITE 200  
GLENDALE HEIGHTS, IL 60139

POLICY CHANGES

CG2026 ADDITIONAL INSURED -DESIGNATED PERSON OR ORGANIZATION

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the  
effective date of your Policy, unless another effective date is shown.

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY CONTRACT OR  
AGREEMENT TO ADD AS AN ADDITIONAL INSURED.

The following wording will amend Section II.A. Under From CG2026  
07/04 ONLY- Section II.A. In the performance of your ongoing  
operations; or your completed operations; or



*Irwin H. H.*  
Chairman of the Board

*Jonathan Kantor*  
Secretary

As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2010 forms a part of

policy No. CA 920-35-69 issued to SHRED IT USA, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

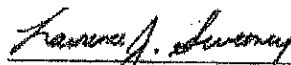
**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or  
Countersignature (in States Where  
Applicable)



## Community Hospital of the Monterey Peninsula®

Innovative healthcare with a human touch™

August 20, 2008

Dear Supplier Partner,

Please be advised that the following facility has joined Community Hospital of the Monterey Peninsula as an affiliate member of VHA and will be included as part of our purchasing decisions and strategy beginning, June 1, 2008.

The new facility is:

Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
VHA MID #83098, LIC #KRZQ

Natividad Medical Center will utilize the same Novation contracts available to VHA members that Community Hospital of the Monterey Peninsula (MID # 88502) is utilizing.

We would like our new facility to be added by means of the included LOP for Community Hospital of the Monterey Peninsula. In addition, tier pricing will need to be re-evaluated in light of the increased purchases by Natividad Medical Center which we expect may reduce our cost across the entire health care system.

We greatly appreciate your willingness to expedite this process.

Please contact me or VHA West Coast if you have any questions regarding this matter. Contact information can be found at the bottom of this document.

Respectfully,

*Dave Basham*

David J Basham Jr  
Director, Materials Management  
Community Hospital of the Monterey Peninsula  
(831)625-4957, extension 2988  
(831)655-1186 Fax  
David.Basham@chomp.org

VHA West Coast: (925) 730-3000

# Withholding Exemption Certificate

20

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

590

File this form with your withholding agent.  
(Please type or print)

Withholding agent's name

Vendor/Payee's name

*Shred-it USA Inc.*

Vendor/Payee's  Social security number  
 SOS. no.  California corp. no.  FEIN

*98 0157899*

**Note:**  
Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

*350 Hatch Drive*

APT. no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

City

*Foster City*

State

*CA*

ZIP Code

*94404*

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print)

*Carrie Drew, Account Manager*

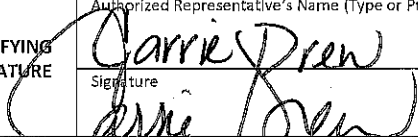
Vendor/Payee's signature

*Carrie Drew*

Date *6-1-2012*

**COUNTY OF MONTEREY - VENDOR DATA RECORD** (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

<b>1</b>	<b>COUNTY OF MONTEREY</b> <b>Contracts/Purchasing</b> 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901 <b>Email: <u>mcvss@co.monterey.ca.us</u></b> <b>Phone: (831) 755-4990</b> <b>Fax: (831) 755-4969</b>	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and California Non-Resident Withholding Information on next page.										
<b>2</b>	VENDOR'S LEGAL NAME (as shown on your Income tax return) <b>Shred-It USA</b> BUSINESS NAME / DBA (if different from line 1) <b>Shred-It USA</b> MAILING ADDRESS <b>350 Hatch Dr.</b> ADDITIONAL MAILING ADDRESS  CITY, STATE, ZIP CODE <b>Foster City, CA 94044</b>	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both  PHONE NUMBER <b>(650) 212-2332</b> FAX NUMBER <b>(650) 212-2324</b>  E-MAIL ADDRESS <b>carrie.drew@shredit.com</b>  REMIT-TO ADDRESS <b>P.O. Box 101012</b>  REMIT-TO CITY, STATE, ZIP CODE <b>Pasadena, CA 91189-1012</b>										
<b>3</b>	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership  SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	<table border="1" style="width:100%; text-align:center;"> <tr> <td>9</td><td>8</td><td>-</td><td>0</td><td>1</td><td>5</td><td>7</td><td>8</td><td>9</td><td>9</td> </tr> </table> For Tax ID entry instructions, please see next page  <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.	9	8	-	0	1	5	7	8	9	9
9	8	-	0	1	5	7	8	9	9			
<b>4</b>	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶  Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Are you a Certified Green Business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    (See Information regarding green certification on next page)											
<b>5</b>	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached  <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address  CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.										
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.											
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) <b>Carrie Drew</b> Signature 	Title <b>Account Manager</b> Date <b>1-24-13</b> Phone Number <b>650.642.7562</b>										



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05-09-2014

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com   Fax: 212-948-0770	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Insurance Company of the State of Pennsylvania		19429
<b>INSURER B:</b> National Union Fire Insurance Co. of Pittsburgh, PA		19445
<b>INSURER C:</b> New Hampshire Insurance Company		23841
<b>INSURER D:</b> N/A		N/A
<b>INSURER E:</b> _____		_____
<b>INSURER F:</b> _____		_____

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-004890546-05      **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			1721739	04-30-2014	04-30-2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000	
							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	
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$	
B	AUTOMOBILE LIABILITY			CA9203669 (AOS)	04-30-2014	04-30-2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA9203571 (MA)	04-30-2014	04-30-2015	BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
								\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC039901105 (AL, CO, HI, IA, ID, IN, KS, LA, MD, MI, MN, MS, NE, NM, NY, OK, OR, SC, SD, TN, TX)	04-30-2014	04-30-2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
				WC039901106 (FL)	04-30-2014	04-30-2015	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	Workers Comp cont.			See attached for other policies					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The County of Monterey, Its Officers, Agents and Employee are included as additional insured (except workers' compensation) where required by written contract. General Liability is primary and non-contributory and Auto Liability is primary over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

<b>CERTIFICATE HOLDER</b>  Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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AGENCY CUSTOMER ID: 468210

LOC #: Chicago



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Shred-it USA JV LLC Shred-it National Accounts 115 West Lake Drive Glendale Heights, IL 60139	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Comp continued:

Policy No.: WC039901107 (CA)  
Carrier: New Hampshire Insurance Company  
Effective Date: 04/30/2014  
Expiration Date: 04/30/2015

Policy No.: WC039901108 (MA,ND,OH,WA,WI,WY)  
Carrier: New Hampshire Insurance Company  
Effective Date: 04/30/2014  
Expiration Date: 04/30/2015

Policy No.: WC 053408993 (IL,KY,NC,NH,UT)  
Carrier: New Hampshire Insurance Company  
Effective Date: 04/30/2014  
Expiration Date: 04/30/2015

Policy No.: WC 053408994 (AZ,GA,VA)  
Carrier: New Hampshire Insurance Company  
Effective Date: 04/30/2014  
Expiration Date: 04/30/2015

Policy No.: WC 053408995 (NJ)  
Carrier: New Hampshire Insurance Company  
Effective Date: 04/30/2014  
Expiration Date: 04/30/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 05/01/2014 forms a part of  
Policy No. GL 172-1739 issued to Boost US JV LLC  
By The Insurance Company of the State of Pennsylvania

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

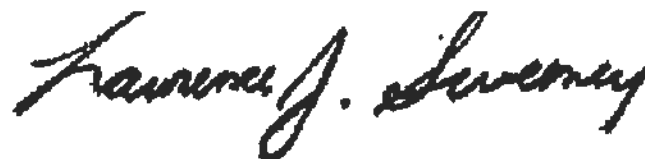
*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:**

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



**AUTHORIZED REPRESENTATIVE**



## Community Hospital of the Monterey Peninsula®

Innovative healthcare with a human touch™

August 20, 2008

Dear Supplier Partner,

Please be advised that the following facility has joined Community Hospital of the Monterey Peninsula as an affiliate member of VHA and will be included as part of our purchasing decisions and strategy beginning, June 1, 2008.

The new facility is:

Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
VHA MID #83098, LIC #KRZQ

Natividad Medical Center will utilize the same Novation contracts available to VHA members that Community Hospital of the Monterey Peninsula (MID # 88502) is utilizing.

We would like our new facility to be added by means of the included LOP for Community Hospital of the Monterey Peninsula. In addition, tier pricing will need to be re-evaluated in light of the increased purchases by Natividad Medical Center which we expect may reduce our cost across the entire health care system.

We greatly appreciate your willingness to expedite this process.

Please contact me or VHA West Coast if you have any questions regarding this matter. Contact information can be found at the bottom of this document.

Respectfully,

*Dave Basham*

David J Basham Jr  
Director, Materials Management  
Community Hospital of the Monterey Peninsula  
(831)625-4957, extension 2988  
(831)655-1188 Fax  
David.Basham@chomp.org

VHA West Coast: (825) 730-3000



# 2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

**Withholding Agent** (Type or print)

Name

**Payee**

Name

Shred-it USA Inc

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

98 0157899

Address (apt./ste., room, PO Box, or PMB no.)

350 Hatch Drive

City (If you have a foreign address, see instructions.)

Foster City

State ZIP Code

CA 94404

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or limited liability companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print)

Bianca Milot Account Manager

Telephone (925) 338-4365

Payee's signature

Bianca Milot

Date

5/06/14



**COUNTY OF MONTEREY - VENDOR DATA RECORD** (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

<b>1</b>	Natividad Medical Center Contracts Department 1441 Constitution Blvd Salinas, CA. 93906  EMAIL TO: catosl@natividad.com  PHONE: 831.783.2620 FAX: 831.757.2592	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and California Non-Resident Withholding Information on next page.	
<b>2</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) Shred-it USA Inc.	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both	
<b>NAME AND ADDRESS</b>	BUSINESS NAME / DBA (if different from line 1) Shred-it USA	PHONE NUMBER (650) 212-2332	FAX NUMBER (650) 212-2324
	MAILING ADDRESS 350 Hatch Drive	E-MAIL ADDRESS bianca.milot@shredit.com	
	ADDITIONAL MAILING ADDRESS	REMIT-TO ADDRESS PO Box 101012	
	CITY, STATE, ZIP CODE Foster City, CA 94044	REMIT-TO CITY, STATE, ZIP CODE Pasadena, CA 91189-1012	
	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership		
SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR			
<b>3</b>	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶		
<b>4</b>	Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (See Information regarding green certification on next page)		
<b>5</b>	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached  <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address  CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.	
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.		
<b>CERTIFYING SIGNATURE</b>	Authorized Representative's Name (Type or Print) Bianca Milot Signature Bianca Milot	Title Account Manager Date 5/06/14 Phone Number 925-338-4305	