

**AMENDMENT NO. 3
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Schipper Design LLC AND
THE NATIVIDAD MEDICAL CENTER
FOR
Recruitment Advertising Services**

The parties to Professional Services Agreement (No. A-11864) ("Agreement (No. A-11864)"), dated August 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Schipper Design LLC (Contractor), hereby agree to amend their Agreement (No. A-11864) on the following terms and conditions:

WHEREAS, the Parties had previously entered into Agreement (No. A-11864) per the Request for Proposal (RFP) #9600-5 effective August 1, 2010; and

WHEREAS, the parties exercised the first option to extend the Agreement and amended Agreement (No. A-11864) on April 12, 2011 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement (No. A-11864) expired on June 30, 2011; and

WHEREAS, the Parties exercised the second option to extend Agreement (No. A-11864) and entered into Renewal to the Professional Services Agreement (A-11864) effective July 1, 2011 ("Renewal and Amendment No. 2"), extending the Agreement to June 30, 2012 and increasing the amount payable by \$300,000 (to be distributed among all vendors of RFP #9600-5) to continue to provide services associated with Recruitment Advertising services within the County of Monterey; and

WHEREAS, the County and Contractor wish to exercise the third option to extend Agreement (No. A-11863) to amend the Agreement, extending the term end date to allow for existing services to continue.

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-11864).
2. Section 2.1 of Agreement (No. A-11864) is amended to read in its entirety: "*The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for three (3) additional one (1) year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT. Effective July 1, 2012, the parties agree to exercise the third option to extend this AGREEMENT, and the AGREEMENT is hereby extended through June 30, 2013.*"
3. Section 3.2 of Agreement No. (A-11864) is amended to read in its entirety: "*Effective July 1, 2012, the total amount payable by County to Contractor under Agreement No. (A-11864) shall not exceed the total sum of \$150,000 for the full term of the Agreement. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.*"
4. Except as provided herein, all remaining terms, conditions and provisions of Agreement (No. A-11864) are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in Agreement (No. A-11864).
5. A copy of this Amendment No. 3 shall be attached to the original Agreement (No. A-11864), as amended by Amendment No. 1, and Renewal and Amendment No. 2.
6. The effective date of this Amendment is July 1, 2012.

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 _____
(Signature of Chair, President, or Vice-President)***

Printed Name _____ Title _____

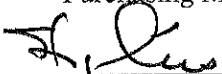
Signature 2 _____ Dated _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)***

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.

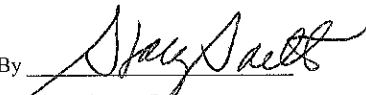
NATIVIDAD MEDICAL CENTER

Signature _____ Dated _____
Purchasing Manager

Signature  _____ Dated 5/9/12
NMC - CEO


Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By 
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 5/9, 2012

Reviewed as to fiscal provisions



Auditor/Controller
County of Monterey

5-9-12

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	October 18, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewals to the Agreements with Spin Recruitment Advertising (A-11863) and Schipper Design (A-11864) for Recruitment Advertising Services at NMC in an amount not to exceed \$600,000 in the aggregate and \$300,000 for the period July 1, 2011 to June 30, 2012.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewals to the Agreements with Spin Recruitment Advertising (A-11863) and Schipper Design (A-11864) for Recruitment Advertising Services at NMC in an amount not to exceed \$600,000 in the aggregate and \$300,000 for the period July 1, 2011 to June 30, 2012.

DISCUSSION/SUMMARY:

NMC utilizes recruitment firms to assist us in targeting individuals with the appropriate licensure and experience to service our patient population. It is NMC's goal to attract an adequate number of qualified candidates to staff the facility. Natividad Medical Center has utilized advertising firms to assist in attracting qualified candidates for several years.

NMC would like to utilize the marketing and recruitment expertise of a firm to assist in its recruitment efforts. The agencies selected to perform these services have a significant number of years of experience specific to the Health Care Industry.

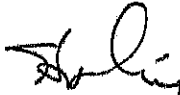
OTHER AGENCY INVOLVEMENT:

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

FINANCING:

The cost for these Renewals is \$300,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Report Prepared by:
Janine Bouyea 755-4280
NMC HR Administrator
August 4, 2011



Harry Weis
NMC Chief Executive Officer

Attachments: Spin Recruitment Inc. and Schipper Design Renewal, Agreements, Board Order
Attachments are on file with the Clerk of the Board

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

Agreement Nos. A-11863 & A-11864

Authorize the Purchasing Manager for Natividad Medical)
Center (NMC) to execute Renewals to the Agreements)
with Spin Recruitment Advertising (A-11863) and)
Schipper Design (A-11864) for Recruitment Advertising)
Services at NMC in an amount not to exceed \$600,000 in)
the aggregate and \$300,000 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 Renewals to the Agreements with Spin Recruitment Advertising (A-11863) and Schipper Design (A-11864) for Recruitment Advertising Services at NMC in an amount not to exceed \$600,000 in the aggregate and \$300,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 18th day of October, 2011, 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 75 for the meeting on October 18, 2011.

Dated: October 18, 2011

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

By 
Deputy

**RENEWAL
TO THE PROFESSIONAL SERVICES AGREEMENT (RFP #9600-5)
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
SCHIPPER DESIGN**

THIS RENEWAL to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the Natividad Medical Center (County of Monterey), a political subdivision of the State of California (hereinafter, "County"), and Schipper Design (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Professional Services per the Request for Proposal (RFP) #9600-5 (hereinafter, "Agreement"), on August 1, 2010; and

WHEREAS, the Agreement was amended on April 12, 2011 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement and all Amendments are attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on June 30, 2011; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning July 1, 2011 and increase the amount payable by \$300,000 (to be distributed among all vendors of RFP #9600-5) to continue to provide services associated with Recruitment Advertising services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL is from July 1, 2011 to June 30, 2012 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$600,000
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD
MEDICAL CENTER

By: Am C GVO
NMC Contracts/Purchasing Agent

Date: 10-18-11

By: [Signature]
Department Head (If applicable)

Date: 9/18/11

By: Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 9/27/11

By: [Signature]
Auditor/Controller

Date: 11-28-11

CONTRACTOR

Schipper Design, LLC.
Contractor's Business Name*

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

Kathy Schipper,
Name and Title

Date: 9/14/11

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

Ken Schipper - CFO
Name and Title

Date: 9/19/11

***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.

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: April 5, 2011	AGENDA NO.:
SUBJECT: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to approve an increase to the Agreement for Recruitment Advertising at NMC from \$200,000 to \$300,000, pursuant to the terms of the Request for Proposal (RFP #9600-4) with the authority to open purchase orders and distribute these funds between all of the vendors under the Agreement.	
DEPARTMENT: Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to approve an increase to the Agreement for Recruitment Advertising at NMC from \$200,000 to \$300,000, pursuant to the terms of the Request for Proposal (RFP #9600-4) with the authority to open purchase orders and distribute these funds between all of the vendors under the Agreement.

DISCUSSION/SUMMARY:

Due to a national shortage of healthcare workers and the high cost of living in Monterey County, NMC has been unable to attract an adequate number of qualified candidates to staff the facility. Natividad Medical Center has utilized advertising to assist in attracting qualified candidates.

NMC's recruitment efforts require the assistance of advertising firms with hospital experience to assist with identifying qualified candidates for various hard to fill healthcare positions within NMC. The agencies selected to perform these services have a significant number of years of experience specific to the Health Care Industry.

OTHER AGENCY INVOLVEMENT:

The request to increase has been reviewed and approved by the Natividad Medical Center Board of Trustees..

FINANCING:

The increased cost for these Agreements is \$100,000.00, and will be absorbed in the Natividad Medical Center FY 2011 Budget. This action will not require any additional General Fund subsidy above the Recommended Budget.

Report Prepared by:
Janine Bouyea 755-4280
NMC HR Administrator
Date: March 1, 2011
Attachments: RFP #9600-4, Board Order



Harry Weis
NMC Chief Executive Officer

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

Agreement No: A-11863; A-11864

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to approve an increase to)
the Agreement for Recruitment Advertising at)
NMC from \$200,000 to \$300,000, pursuant to the)
terms of the Request for Proposal (RFP #9600-4))
with the authority to open purchase orders and)
distribute these funds between all of the vendors)
under the Agreement.....)

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 approve an increase to the Agreement for Recruitment Advertising at NMC from \$200,000 to \$300,000, pursuant to the terms of the Request for Proposal (RFP #9600-4) with the authority to open purchase orders and distribute these funds between all of the vendors under the Agreement.

PASSED AND ADOPTED on this 12th day of April, 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 April 12, 2011.

Dated: April 18, 2011

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

By 
Deputy

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	October 5, 2010	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Agreements with Spin Recruitment Advertising and Schipper Design for Recruitment Advertising Services at NMC per RFP #9600-5 in an amount not to exceed \$200,000 for the period August 1, 2010 to June 30, 2011.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Agreements with Spin Recruitment Advertising and Schipper Design for Recruitment Advertising Services at NMC per RFP #9600-5 in an amount not to exceed \$200,000 for the period August 1, 2010 to June 30, 2011.

SUMMARY/DISCUSSION:

Natividad Medical Center has utilized an advertising agency for more than eleven years to assist with recruitment efforts including, but not limited to, the development of advertising campaigns for placement in newspapers, journals and other specialty publications, and posting on Internet websites.

As a result of the nursing shortage, Natividad Medical Center's aggressive recruitment efforts require the assistance of an advertising agency to assist with the purchase of potential applicants' names and addresses from various licensing agencies and journals, development of direct mail post cards and the creation of e-mail blasts. In addition, the agency will assist NMC in keeping abreast of new journals, internet sites and other advertising sources to ensure the greatest exposure to potential applicants.

The companies selected to perform this service have a significant number of years of recruitment experience specific to the Health Care Industry and provided impressive references and samples from other health care facilities.

The recommended increase will allow NMC to continue to recruit for physicians, nurses and other ancillary staff to fill vacancies as they occur. Over the past year, NMC has seen an increase in the turnover of clinical and managerial staff resulting in an increase in associated recruitment and advertising costs.

OTHER AGENCY INVOLVEMENT:

The Agreements have been reviewed and approved by County Counsel, the Auditor/Controller's office, the Natividad Medical Center Finance Committee and Board of Trustees.

FINANCING:

The cost for these two Agreements is \$200,000 and is included in the Fiscal Year 2010/2011 approved Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Janine Bouyea
HR Director
September 3, 2010

Attachments: Agreements, 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 - 11863; A - 11864

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to)
execute Agreements with Spin Recruitment Advertising and Schipper Design for)
Recruitment Advertising Services at NMC per RFP No. 9600-5 in an amount not)
to exceed \$200,000 for the period August 1, 2010 through June 30, 2011.)

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Agreements with Spin Recruitment Advertising (A-11863) and Schipper Design (A-11864) for Recruitment Advertising Services at NMC per RFP No. 9600-5 in an amount not to exceed \$200,000 for the period August 1, 2010 through June 30, 2011.

PASSED AND ADOPTED this 5th day of October, 2010, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, Parker

NOES: None

ABSENT: Supervisors Armenta, 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 75 for the meeting on October 5, 2010.

Dated: October 7, 2010

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

By


Deputy

AGREEMENT

This AGREEMENT is made and entered into by and between Natividad Medical Center, County of Monterey, a political subdivision of the State of California, hereinafter referred to as "NMC", and Schipper Design hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-5 for Recruitment Advertising Services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the Contractor's proposal, NMC hereby engages the CONTRACTOR to provide the services set forth in RFP # 9600-5 and in this Agreement on the terms and conditions contained herein and in RFP # 9600-5. The intent of this Agreement is to summarize the contractual obligations of the parties. The component parts of this Agreement include the following:

RFP # 9600-5 dated July 1, 2010
Contractor's Proposal dated May 14, 2010 including all attachments and exhibits, to RFP # 9600-5
Agreement

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: Agreement, General Requirements and General Provisions, Contractor's Proposal (with all attachments and exhibits), RFP # 9600-5 Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

Natividad Medical Center utilizes a Advertising Firm to assist in the identification of recruitment sources, branding of the facility to potential recruitment areas, assisting with the identification of job fairs and development of job fair promotional ideas along with appropriate employee retention techniques. Services to include:

- Develop Advertising Campaign for the hospital to include strategic planning, developing materials and reviewing them with NMC staff.
- Place advertising various positions in newspapers, journals and other specialty publications.
- Post various positions on internet websites.
- Develop direct mail recruitment post cards, purchase mailing list from various sources and mail cards to potential candidates
- Make recommendations to staff on additional sources of potential candidates

- Post various positions on internet websites.
- Develop direct mail recruitment post cards, purchase mailing list from various sources and mail cards to potential candidates
- Make recommendations to staff on additional sources of potential candidates
- Negotiate rates with various publications
- Keeps NMC abreast of new publications, journals or other advertising sources.
- Advises NMC of additional or special publications and/or reduced rates when offered
- Assist with the development of recognition and retention methods
- Identification of branding materials to assist with recruitment efforts

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for three (3) additional one (1) year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or with cause immediately.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Invoice amounts shall be billed directly to the ordering department.
- 3.4 CONTRACTOR shall reference the AGREEMENT number and RFP # 9600-5 on all invoices submitted to t NMC. CONTRACTOR shall 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. NMC 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.

NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Purchasing Manager
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Tel. No.: (831) 755-4223 FAX No.: (831) 757-2592

TO THE CONTRACTOR:

Name
Address

Tel. No. _____ FAX No. _____

GENERAL PROMISIONS SECTION GP

GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: The County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly effect or alter the substance of an otherwise responsible Proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

- GP 2.3** Proposals must be received BEFORE the time and date specified, at the location and to the person specified on the signature page.
- GP 2.4** ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, THE CONTRACTOR'S NAME AND ADDRESS, **THE SOLICITATION NUMBER, AND THE NAME OF THE PERSON SPECIFIED ON THE SIGNATURE PAGE.**
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION # [indicate the applicable solicitation number]."
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.

GP 3.0 PROPOSAL FORMAT AND CONTENT

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Proposals should adhere to the following guidelines:
- GP 3.2.1** Proposals should be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices.
 - GP 3.2.2** Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - GP 3.2.3** Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number, and fax number, along with their Email address, if any.
 - GP 3.2.4** A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid package prior to an award selection being made. **THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY.** Therefore, CONTRACTOR'S Proposal should specify what, if any, terms of their Proposal would be different if the County does not accept the proposed agreement, in whole or in part. **CONTRACTOR agreements will not be considered if submitted after the**

Deadline for Proposals. (Refer to Section **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.**)

GP 3.2.5 Submit complete documentation as listed in Section **7.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Proposal, **submit the SIGNATURE PAGE with your Proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the Proposal.

GP 3.3 Submit one (1) single-sided original Proposal and three (3) single or double-sided copies of the **CONTRACTOR'S** proposed responses, with one (1) clearly marked "Original." (Total of four Proposal packets.)

GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS

GP 4.1 Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

GP 4.2 Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the Proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

GP 4.3 Delivery time shall be a part of the consideration of Proposal submissions. Specify delivery time in days after receipt of order (ARO).

GP 4.4 Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

GP 4.5 **ACCEPTANCE TIME:** Proposals are subject to acceptance at any time within 90 days after opening.

GP 4.6 **TAXES:** Do not include sales or use tax in Proposal responses. The County shall pay such applicable taxes. Do not include Federal Excise Tax. The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

GP 4.7 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

GP 4.8 **HAZARDOUS MATERIALS:** Transportation of any hazardous materials to the County of Monterey shall be done so in conformance with SARA Title 3 as amended.

Appropriate documentation shall be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take the responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.

GP 4.9 WARRANTY: The Proposer shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.

GP 4.10 Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

GP 5.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The agreement will be written by the County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT" enclosed herewith. Submission of a signed bid/Proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this request and the standard provisions of the SAMPLE AGREEMENT. The County may consider including language from the CONTRACTOR'S proposed agreement if submitted following the procedures identified in Section GP 3.0 PROPOSAL FORMAT AND CONTENT.

GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against a performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

GP 7.0 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless 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, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused solely by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County 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 the County under this Agreement.

GP 8.0 INSURANCE

GP 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

GP 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 than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

GP 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:

GP 8.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.

- GP 8.3.2 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.
- GP 8.3.3 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.
- GP 8.3.4 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.

GP 8.4 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.

- GP 8.5 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.

- GP 8.6 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.

GP 8.7 Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the NMC's contract administrator and NMC'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, 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.

GP 8.8 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 NMC's Contract Administrator and NMC's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County or 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 County or NMC, at its sole discretion, to terminate this Agreement immediately.

GP 9.0 INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the NMC. CONTRACTOR shall 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. NMC 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.

GP 10.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County or NMC, and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

GP 11.0 CONTRACT AUDITS

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

GP 12.0 NON DISCRIMINATION

- GP 12.1** During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*).
- GP 12.2** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, *et seq.*, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- GP 12.3** The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all Agreements with subcontractors to perform work under the contract.

GP 13.0 INDEPENDENT CONTRACTOR

- GP 13.1** The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- GP 13.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

GP 14.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement, presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the Agreement.

This space left blank intentionally

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 10/12/10

By: [Signature]
Department Head (if applicable)

Date: 8/3/10

By: [Signature]
Stacy Saetta, Deputy County Counsel

Date: 9/1/10

By: [Signature]
Auditor/Controller

Date: 9/1/10

CONTRACTOR

Schipper Design
Contractor's Business Name***

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

Kathy Schipper
Name and Title

Date: _____

By: _____
Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer

Name and Title

Date: _____

***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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Schipper Design
Schipper Design
Feb 8, 2010
Scope of Services

Natividad Medical Center
County of Monterey Agreement for Professional Services

Website Maintenance and Development
NMC Web - Internal Intranet

Service	Fee
Provide edits to existing web content as requested	\$90 p/hour - 15 min increments = \$22.5
Upload content to web pages	“
Upload photos to web pages	“
Create links for forms, pdf's, or external information as needed or requested	“
Misc. request as needed	“
Create new pages as needed or requested	\$125 p/hour



County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Purchase Requisition Number _____

Date 2/18/11

Description of Item: Website Updates

1. Please indicate the following:

Procurement: Goods
 Services

(Check One)
Sole Source: Item is available from one source only. Item is a one-of-a-kind and is not sold through distributors. Manufacturer is exclusive distributor.

Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

2. Vendor Selection:

Preferred Vendor
 Sole Source

Vendor Name: Schipper Design

Address: _____

City: _____ State: _____

Phone Number: _____

Fax: _____

Contact Person: Kathy Schipper

Title: CEO

Federal Employer #: _____

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

Nathuana Medical Center needs to maintain and update information on the internet and intranet. Marketing is necessary to advertise the services of the hospital.

Revised:
March 1, 2006

- b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

This company set up the site less than 6 months ago and can provide the training to staff on methods to maintain it until a full transition is complete.

- c) Why are these specific features/qualifications required?

Familiarity with the current site structure is required or significant features of the site will be lost.

- d) What other products/services have been examined and/or rejected?

None.

- e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

The training time needed for this vendor to train other vendors on the set up. We need current vendor to train us.

- f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Communicate to staff.

- g) Estimated Costs:

\$20,000

4. Is there an unusual or compelling urgency associated with this project?

No

Yes (Please describe)

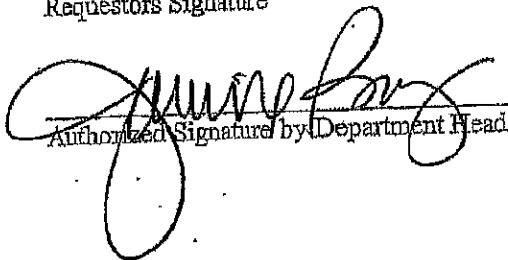
Maintain and update the intranet;
information needs to be up to date
for patients and employees.

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative, and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

Requestors Signature



Authorized Signature by Department Head

Date

2/17/11
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2011

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).

PRODUCER 0726293 1-831-637-9241 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. dba Winn & Company Insurance Brokers 321 Fifth Street Hollister, CA 95023	CONTACT NAME: Caroline Barrientos PHONE (A/C, No. Ext): 831-637-9241 FAX (A/C, No): 831-630-0286 E-MAIL ADDRESS: caroline_barrientos@ajg.com
INSURED Schipper Design+ P.O. Box 1090 San Juan Bautista, CA 95045	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: AMERICAN CAS CO OF READING PA 20427 INSURER B: NATIONAL FIRE INS CO OF HARTFORD 20478 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23026614

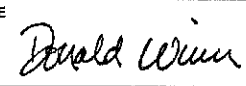
REVISION NUMBER:

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2082832768	08/19/11	08/19/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4 23011535	08/31/11	08/31/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)

CERTIFICATE HOLDER**CANCELLATION**

Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906 USA	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 
---	--

 ACORD 25 (2010/05)
 belindag
 23026614

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(Ed. 01/08)

Policy Number: 2082832768

Insured: Schipper Design +, LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization: **County of Monterey, Its Agents, Officers and employees.**

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured:

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

Policy Number: 2082832768

Named Insured: Schipper Design +, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE: Such insurance as is afforded by this policy for the benefit of THE

ABOVE LISTED ADDITIONAL INSUREDS shall be Primary Insurance as respects to any claims;

losses, or liability arising directly or indirectly from the contractor's operations and

any other insurance maintained by THE ABOVE LISTED ADDITIONAL INSUREDS shall be excess

and not contributory with the insurance provided hereunder.