M Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Schipper Design (hereinafter "CONTRACTOR").

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

- GENERAL DESCRIPTION OF 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: Marketing & Graphic Design Services Per Request for Proposal (RFP) #9600 -47
- 2. 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 \$100,000

3. TERM OF AGREEMENT.

- 3.1. The term of this Agreement is from January 1, 2014 through June 30, 2016 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.
- 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
- 4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Proposal to RFP #9600-47

5. PERFORMANCE STANDARDS.

- 5.1. 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.
- 5.2. 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.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as other wise 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.

6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. 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.

7. TERMINATION.

- 7.1. 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.
- 7.2. 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.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

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

9. INSURANCE.

9.1 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 <u>not</u> 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.

- 9.2 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.
- 9.3 <u>Insurance Coverage Requirements:</u> 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:

<u>Commercial general liability insurance</u>, 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 \$1,000,000 per occurrence.
	Exemption/Modification (Justification attached; subject to approval).
	Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
	Exemption/Modification (Justification attached; subject to approval).
	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.
\boxtimes	Exemption/Modification (Justification attached; subject to approval).

9.4 Other 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 (5) 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.

10. RECORDS AND CONFIDENTIALITY.

- 10.1 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.
- 10.2 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.
- 10.3 <u>Maintenance of Records</u>. 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.

- 10.4 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 or \$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.
- 10.5 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.
- 11. 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, sate, 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.
- 12. 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.
- 13. 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 and 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.

14. 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

FOR NATIVIDAD MEDICAL CENTER:

Sid Cato

Management Analyst, Contracts / Purchasing

Natividad Medical Center1441

Constitution Blvd. Salinas, CA, 93906

Phone: 831.783.2621

FAX: 831.

Email: catosl@natividad.com

FOR CONTRACTOR:

Name: KATHY SCHIPPER

Title: OWNER

Company: SCHIPPER DESIGN

Address 1: PO 130X 1090

Address 2: 53 Muckelemi St. Suite G

Phone: 831 623 2341

FAX: 831 623 4918
Email: kathy@schipperdesign. com San Tuan Bautista, CA 95045

15. MISCELLANEOUS PROVISIONS.

- 15.1 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.
- 15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 15.3 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.
- 15.4 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.
- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 15.6 <u>Assignment and Subcontracting</u>: 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.
- 15.7 <u>Successors and Assigns</u>: 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.
- 15.8 <u>Compliance with Applicable Law</u>: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 <u>Headings</u>: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence</u>: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 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.
- 15.14 <u>Counterparts</u>: 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.
- 15.15 <u>Integration</u>: 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.
- 15.16 <u>Interpretation of Conflicting Provisions</u>: 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.

N	ATIVIDAD MEDICAL CENTER	CONTRACTOR
By: S	Sid Cato, NMC Contracts Manager 12-26-13	SCHIPPER DESIGN LLC Contractor's Business Name***
By:	T. Du	Signature of Chair, President, or Vice-President
Date: _	Harry Weis, NMC, CEO	NATHERINE L. Schipper /o Name and Title
Ву:	Anne Brereton, Deputy County Counsel	Date: 12/02/2013 By: H. Kemeth Shippu
Date: _	Dec 19 2013	By: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
By:	ED AS TO FISCAL PHONISTONS	H. Kenneth Schipper / CFO Name and Title
	Gary Giboney Monterey County Additor/Controller's Office	***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

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

the signatures of two specified officers (two signatures

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

(one signature required).

required).

required).

M Natividad MEDICAL CENTER

REQUEST FOR PROPOSAL # 9600-47 Marketing & Graphic Design Services

CONTRACTS/PURCHASING 1441 Constitution Blvd | Salinas, CA 93906 | 831-738-2620 Natividad Medical Center Contracts/Purchasing 1441 Constitution Blvd Salinas, CA 93906 831.738.2620

SUBJECT:

Request for Proposal #9600-47 - Marketing & Graphic Design Services

Thank you for the opportunity to submit this proposal for Marketing & Graphic Design Services for Natividad Medical Center.

The following individual has the authority to negotiate and contractually bind Schipper Design:

Kathy Schipper, Principal and Creative Director Schipper Design 53 Muckelemi Street San Juan Bautista, California 95045 kathy@schipperdesign.com mobile 831.915.2130 | office 831.623.2341

Please do not hesitate to contact me if you have questions or require additional information.

Best regards, Kathy Schipper

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Natividad MEDICAL CENTER Marketing & Graphic Design Services



SECTION 2 ATTACHMENT A

SUMMARY OF FIRM

Kathy Schipper, Creative Director and Principal Schipper Design 53 Muckelemi Street San Juan Bautista, California 95045 kathy@schipperdesign.com mobile 831.915.2130 | office 831.623.2341

ESTABLISHED: 2003

OWNERSHIP: LLC CORPORATION

POINT OF CONTACT: Kathy Schipper

KEY STAFF PERSONS

Kathy Schipper | Creative Director + Principal

Kathy has years of hands-on experience in both sales and marketing. In her early career, Kathy worked as a publishing representative for a national educational company, where she earned numerous accolades and awards in marketing and sales. Since then Kathy has helped dozens of clients realize their revenue potentials through side-by-side collaboration in positioning and building brand value. In 2003, Kathy founded Schipper Design, a marketing and design firm committed to understanding and transforming the needs of each client into materials and media that meet their business goals. Kathy received her degree in Communications from the University of San Francisco.

Cheryl Johannes | Account Executive

Cheryl brings her cheerful charisma and client service background to Schipper Design from Phoenix, Arizona. With over five years of experience in marketing, communications and project management, Cheryl is an expert at execution. Her love for people, art and writing started very young and continues to shine through. After achieving a Bachelor of Science Degree in Marketing from Arizona State University, Cheryl is continuing her education locally with a focus on digital media.

Heather Wilhelm | Account Executive

With a Bachelor of Science in Food and Nutrition Management from Arizona State University, Heather brings a robust set of skills and optimism to the Schipper Design team. Her extensive background in logistics, communications, and marketing makes her an essential team member. Heather has a passion for maintaining a cohesive, thoughtful relationship between a company's creative brand and its mission and vision, with a focus to ensure future success. When she's not collaborating with clients or driving projects, you can find her doing something incredibly creative in her spare time. Heather enjoys good conversation, calligraphy, photography, food, and outdoor adventures.

Diane McGirr | Graphic + Web designer

Diane is a talented designer with experience in both website development and marketing collateral. With a background in multimedia and communications, Diane is proficient in a broad array of web development platforms as well as online information design and story boarding. She received her Bachelor's degree from California State University, Monterey Bay. Thorough efficient, Diane has a reputation of consistently meeting clients' needs both on time and within budget.

William Hughes | New Media + Web designer

Will is an award-winning designer who graduated from The Art Institute of Seattle with a degree in animation art and design. Prior to joining Schipper Design, Will worked as Art Director for Full Steam Marketing and Design where he fulfilled a wide range of roles from 3D modeling, illustration, web design and programming, video production, and print design. Currently attending The Art Institute of San Francisco, Will is working towards a Masters Degree in Media Arts and Animation.

Michelle Padron | Graphic Designer

Michelle brings her impressive array of graphic design talents to Schipper Design after spending five years at a bustling advertising and design firm in Fresno. Michelle grew up in nearby Aromas, where she developed her natural talents as an artist by drawing constantly. In 2006, Michelle earned a Bachelor of Arts in Graphic Design from Fresno State University. Her design style is defined by a clean, thoughtful organization of color, images, and space.

Loni Johnston | Graphic Designer

Loni possesses an uncanny ability to give beautiful artistic life to the creative concepts that Schipper Design develops for clients. Her mastery of modern typography and her clean, organic design style enables her to produce a diverse array of logos, ads, and a wide array of branding campaign collateral. Loni has been a Graphic Designer with Schipper Design since she graduated Summa Cum Laude, from California Polytechnic State University, Sonoma.

Angie Offerdahl | Graphic Designer

With a career spanning 15 years of various media positions as a graphic designer, print manager, and producer, Angie brings extensive experience in image-oriented design and multi-color print production to each project. Throughout her career Angie has worked on projects from many industries, including software, education, medical, financial institutions, government, and non-profit organizations. This wealth of experience allows Angle to communicate effectively on a wide variety of projects.

HOURLY RATE CHART

Name	Position	Hourly Rate
Kathy Schipper	Creative Director	\$130
Cheryl Johannes	Account Executive	N/A
Heather Wilhem	Account Executive	N/A
Graphic Design		\$120
Web Development		\$125
Project Management	1 (1994) 1 (\$75
Copy Writing		\$75
Photography		\$150 p/hour 1/2 day minimum
Videography		Estimate p/project
Web Editing/Updates		\$95

PERIOD OF PERFORMANCE

The period of performance for the redesign, development, and implementation agreement will be for one year, with two additional years for hosting and maintenance. There will be two renewable options in one-year increments for hosting and maintenance. There will be no obligation on the part of NMC to purchase any specified amount of services unless agreed upon by both NMC and Schipper Design.

The following is understood by both NMC and Schipper Design:

- This proposal will remain valid for a period of ninety (120) days following June 3, 2013
- This proposal will become the sole property of NMC and a part of its official records. This constitutes no obligation on the part of NMC

M Natividad MEDICAL CENTER Marketing & Graphic Design Services



SECTION 2

ATTACHMENT B

Strategic communication is a valuable business tool.

At Schipper Design, we believe successful communication grows collectively out of strategic planning, problem solving, and visual thinking. This process is designed to uncover the value of our clients' offerings. We listen, analyze, research, formulate, and ultimately design communication that connects with clients, employees, the public, and stakeholders - the people who add to the momentum of every enterprise.



This clarity of purpose leads to clarity of design. It is that confidence which engenders excellence in communication.

schipperdesign

PROJECT OVERVIEW

Natividad Medical Center wishes to secure a firm for it's Marketing and Graphic Design services.

OBJECTIVES

Schipper Design will work closely with the Natividad Medical Center (NMC) team in the research and development, as well as in the design and implementation of projects in order to best serve NMC's objectives:

- Provide information, increase awareness, promote brand identity, and provide marketing support about NMC and its services.
- Tell the NMC brand story through the use of compelling visuals, intuitive visuals, and concise messaging.
- Establish relevant, communicative, and compelling design to support the brand.
- Provide fluent electronic access to information, documents, and thus keep the public well informed.
- Reflect NMC activities in an uncomplicated format.

MANAGEMENT APPROACH

Clients choose Schipper Design when they want to work with a firm that understands marketing, website development, and the power of excellent design. We look at every project through the eyes of the target audience. Our style is attractive and compelling to a wide audience, and we explore new ways to present ideas and concepts to the public.

Excellent communication begins with understanding who you are, what you do, and why it matters. We spend time researching your organization, its target audience, and industry context. Our broad range of skills enables us to adapt to the unique demands of each project and allows us to dedicate the best people to specific tasks. We believe that the members of our team form the basis of our reputation.

Through our in-house staff we draw together talent to address a client's specific communications needs, including design for digital and print media, writing, strategic planning, and project management. We are large enough to deliver major projects for leading U.S. corporations, yet small enough that you'll work directly with the owner and key team members.

CAPABILITIES STATEMENT

Service	Capability	Experience
Development of customized strategic marketing plans	Two staff members with degrees in Marketing and Communication	Engaged with multiple companies on marketing strategies, developing the marketing plan, and quarterly analysis and updates
Brand planning, development, and positioning, brand campaigns	Kathy Schipper has 25 years of industry experience in positioning and brand messaging	Developed brand identity and positioned 50+ companies in the local tri-county area, nationally and internationally
Creative development of marketing & support materials	Schipper Design has won 34 awards over ten years for excellence in creative design	Business growth over the past ten years has been driven by recommendations based on a reputation for excellence in creative development
Graphic design & coordination of production services	Five staff members have degrees in graphic design, one with a masters in media animation	Schipper Design did over \$800K in graphic and web design services in 2012
Coordination of print services	Schipper Design has a solid network of print vendors, local to regional, well positioned for any size of print job from small projects to large format	Schipper design did over \$200K in print services in 2012
Advertising services including creative & production	As designers we thrive on the creative process, ad campaigns offer the best of thought and strategy	Schipper Design has planned and executed ad campaigns for Robson Hornes, The Ginger People, Marich Candy, Lula's, Red Blossom, Natividad Medical Center, National Display Systems to name a few
Advertising services placement and measurement	Although we place ads for clients, we do not specialize in ad placement services	N/A
Website design, including information architecture	Schipper Design is fully equipped to design and build websites. We have two full time web developers on staff	Our standard process in web design begins with a comprehensive investigation of desired outcomes and moves to a clearly defined site structure

schipper**design** Confidential | 10

CAPABILITIES STATEMENT (cont.)

Service	Capability	Experience			
Website maintenance, content management	Three staff members fully trained and familiar with backend OMS systems and editing web content	Currently working with 40+ companies where we update or maintain web content			
Web optimization, and metrics	Our optimization efforts are focused at the build stage of web development - we employ Google analytic for client based web usage analysis	Every web site built by Schipper Design includes basic web optimization and programming for Google analytics			
Social Media	Schipper Design does not actively provide social media planning for clients	N/A			
Photography / Video	Schipper Design has fostered relationships with 5 local photographers and outsources photography work to them as needed and as it is appropriate for their speciality	Schipper Design utilizes our internal photographic skills when deemed appropriate for the project			
Event planning	Schipper Design does not provide event planning services	N/A			
Event support materials	Four graphic designers with a full range of skill sets necessary for creating all forms of support materials for event marketing	Schipper Design has developed all the support material for Shakespeare Santa Cruz for 5 years, Wells Fargo Center for the Arts, Carmel Bach Festival, Monterey Calamari Festival, Artichoke Festival			
Project management services	Every staff member at Schipper Design considers project management a part of excellent client service, there are two Account Executives whose primary job function is to provide attentive and productive project management for every job	In 2012 Schipper Design completed 981 unique projects, each project tracked through our online project management system			

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HOSPITAL / HEALTHCARE ORGANIZATIONAL EXPERIENCE

CASE STUDY 1 - NATIVIDAD MEDICAL CENTER

Project Name	D' Arrigo Family Specialty Services Campaign					
Project Description	Promotional campaign designed to increase awareness					
	among local medical community about the availability					
	and services of the D'Arrigo Family Specialty Clinic in					
	Natividad Medical Center. Project included direct mail,					
	information packet, and follow-up correspondence					
Client Name	Natividad Medical Center					
Client Contact	Carol Adams					
	831.755.4175					
	2241 Constitution Blvd, Salinas, CA 93912					
Cost of Project	Design Costs - Outside Packet, Band, Inside Brochure,					
	Business Card, Rack Card, Appointment Reminder Card,					
	Direct Mail Trì-fold, Follow-up Postcard and Follow-up					
	Thank You Card = \$8500					
Additional Comments	The first piece of the campaign, a tri-fold postcard,					
	dropped in the mail mid February. Delivery of the second					
	piece, the information packet, dropped March 1. By the					
	middle of March the D'Arrigo Specialty Clinic was fully					
	booked until the end of June. The design and messaging					
	of both the direct mail piece and the information packet					
	drew attention exactly as the strategic plan for the					
	campaign outlined.					





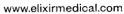
schipper**design** Confidential | 12

HOSPITAL / HEALTHCARE ORGANIZATIONAL EXPERIENCE (cont.)

CASE STUDY 2 - ELIXIR MEDICAL

Project Name	Elixir Medical New Product Launch					
Project Description	Build company brand and new product brand for first					
	launch and research data release at the PCR Medical					
	Trade Show, Paris France.					
Client Name	Elixir Medical					
Client Contact	Sara Toloy					
	408.636.2005					
	870 Hermosa Drive					
	Sunnyvale, CA 94085					
Cost of Project	Design and develop website = \$12.000 Design and produce trade show booth = \$6000 Design and produce corporate brochure = \$3500 Design and produce invitation and ad = \$1800					
Additional Comments	The Paris PCR Show is held the last weekend of May.					
	We were granted the project 4 months prior to the show.					
	Schipper Design successfully delivered a fully designed					
	brand and product launch included all the deliverable					
	listed above, and more in 6 months. The website was					
	needed for an important investor meeting, and was					
	completed from start to finish in 8 days. Elixir Medical					
	successfully launched their new brand and product to					
	great reviews.					







Trade Show Booth



Product Brochure

HOSPITAL / HEALTHCARE ORGANIZATIONAL EXPERIENCE (cont.)

CASE STUDY 2 - VIA CARE MONTEREY COUNTY

Project Name	Medical Care Program Identity				
Project Description	Establish a name, logo and brand identity for new				
	medical care program in Monterey County. Work with				
	Natividad Medical Center as a partner with Monterey				
	County Health Services.				
Client Name	Monterey County Health Services				
Client Contact	Carol Adams				
	831.755.4175				
	2241 Constitution Blvd, Salinas, CA 93912				
Cost of Project	Conceptualize new name = \$2000				
	Design logo = \$2000				
Additional Comments	Design and build web site = \$3500 Schipper Design worked collaborative with the Natividad				
Additional Comments					
	Medical Center and Monterey County Health Department				
	to conceptualize and finalize a name for the new health				
	care program. This included meetings with department				
	heads, a focus group from county medical clinics and a				
	patient focus group. All identity and public information				
	was successfully rolled out in time for the initiation of the				
	program to the county residents.				





Logo



www.viacaremonterey.com

REFERENCES

Sprig | Katie Arnold, Owner

408.805.0520

1020 Ashland Avenue | Wilmettte, IL 60091

Wells Fargo Center for the Arts | Kyle Clausen, Director of Marketing

707.527.7006

50 Mark West Spring Road | Santa Rosa, CA 95403

Elixir Medical | Sara Toyloy, Executive Vice President

408.636.2005

870 Hermosa Drive | Sunnyvale, CA 94085

Santa Catalina | Crystal Boyd, Director of Communications

831.655.9366

1700 Mark Thomas Drive | Monterey, CA

Robson Homes | Charles Baldwin, Director of Communications

408.345.1767

2185 The Alameda | San Jose, CA 95126

Shakespeare Santa Cruz | Lydia Bushfield, Marketing Director

831.459.3162

1156 High Street | Santa Cruz, CA 95064

Natividad Medical Foundation | Linda Ford, President & CEO

831.755.4187

2241 Constitution Blvd | Salinas, CA 93912

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CLIENT LIST

AGRICULTURE

Zuckerman Family Farms

Bella Brands

Fresh Express

Sabor Farms

Schubert Nursery

Pacific Plug and Liner

Mann Packing Co., Inc.

Golden State Bulb Growers

Guerra Nut Shelling Co.

B&RFarms

Ramsay Highlander, Inc.

Red Blossom Farms

Smith Gardens

Morris Grass Feed Beef

DEVELOPMENT

Anderson Homes

Pacific Rim Planning Group

Robson Homes, LLC

CW Development Company

Shea Homes

Pinn Brothers

EDUCATION

St. Mary's High School

Defense Language Institute

Monterey Institute Int'l Studies

Naval Postgraduate School

Santa Catalina School

California PE Workshop

FESTIVALS

California Rodeo Salinas

Castroville Artichoke Festival

Carmel Bach Festival

Condor Classic

Monterey Bay Blues Festival

Shakespeare Santa Cruz

The Great Monterey Clam Chowder

& Calamari Festival

Vaquero Heritage Days

FOOD & WINE

The Ginger People

Lula's Chocolates

Fernwood Cellars

Santa Cruz Mountains Vintners

Vertigo Coffee

Mansmith's Barbecue

Fish Hopper

Old Fisherman's Grotto

Bruzzone Vineyards

T. Martin Vineyards

Pietra Santa Winery

Guerra Vineyard

Sarah's Vineyard

Chateau Julien

MEDICAL

Natividad Medical Center

Natividad Medical Foundation

Natividad Medical Group

CardioGenomix

Respicardia

CellScape

Elixir Medical

Shifamed

American Genomics

Bluegrass Technologies

Kalila Medical

Maya Medical

OR Safety

NDS Surgical Imaging

TekTeam

VitalCare Medical

Hazel Hawkins Memorial Hospital

Teknova

Williams Dental Lab

Endosense

Otis Med

Via Care Monterey Co.

MUNICIPAL GOVERNMENT

City of San Juan Bautista

City of Morgan Hill

AMBAG

San Benito Chamber of Commerce

San Benito County Workforce

San Jose Water Company

Morgan Hill Economic Development

San Benito County Business Council

Pajaro Sunny Mesa Services District Salinas United Business Association

Hollister Downtown Association

San Benito County COG

SBC Economic Development

NON-PROFIT

San Benito County Business Council

Hazel Hawkins Foundation

Child Empowerment International

Monterey County Ag Education

San Benito Fire Safe Council

Monterey Co. Centralized Eligibility List

Central Coast Young Farmers

Monterey County Farm Bureau

Sabu Safari Dinner and Auction

Hollister Youth Alliance

Habitat For Humanity

Pinnacles Partnership

Sacred Heart Foundation

San Benito County Arts Council

Girl Scouts of California's Central Coast

San Benito Saddle Horse & Rodeo

Professional Services

Utility Telephone

Winn & Company Insurance

Revolutionary Energy Systems

Hammer Transportation

Sprig Consulting

Shelton Insurance

Mission Cities Realty

Fisherman's Wharf Association

De Vries Law Group

Alta Properties

The Lowry Agency

Akoka & Associates

Priority Leadership Group

H & M Property Management

eDatasphere, Inc.

Vintage Property Management

RETAIL

Stargazer Packaging

Southwest Roundup

Beyond Borders

Overland Parts

Pacific Scientific Energetic Materials Co.

Livin' The Green Dream

Thatch

Megan's Mobile Pet Grooming

First Trust Alarm Company

Monterey Speed and Sport

ClearBlu Environmental

M Natividad MEDICAL CENTER

Marketing & Graphic Design Services



SECTION 3

ENVIRONMENTALLY FRIENDLY PRACTICES

Schipper Design is an environmentally conscience company. In 2010 we applied for a Green Business Certification from the Monterey Bay Green Business Program. We met with all compliance sans one, a water efficient toilet. Our landlords would not install new toilets so we were not granted the certification. Our office practices for sustainability are as follows:

Efforts towards a paperless office environment:

- Use of data base for all client records, project files and project notes
- · Do not print e-mail policy
- · Do not use project file folders when not absolutely necessary
- Use only recycled paper

Efforts towards energy efficiency

- · Use Compact Florescent Light bulbs
- Use biodegradable toilet paper and paper towels
- We do not use paper coffee cups or paper water cups
- · We do not use refrigerated air conditioning we use ambient air and fans
- Employees car pool from Santa Cruz
- Employee trips are always done in groups to maximize efficiency

M Natividad MEDICAL CENTER

Marketing & Graphic Design Services



SECTION 4

GENERAL FIRM INFORMATION AND STAFF PRICING

Information for Section 4 has been included in Section 2 Attachment A page 5.

SECTION 5

EXCEPTIONS - NONE

Natividad MEDICAL CENTER Marketing & Graphic Design Services

+

SECTION 6
APPENDIX



Tradeshow Booth Design



Design Product Packaging

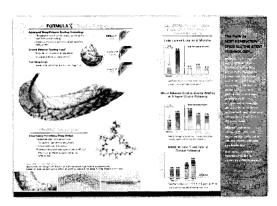




desyne^{*} Elixir

Design Product Brochures

Develop Web Site



Elixir

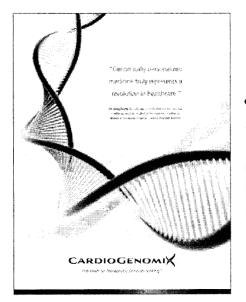








CARDIOGENOMIX



Built Brand Identity Designed Logo

Design Corporate Brochures





Design Patient Brochures:





Develop Website

Conceptualize Ad Campaign :



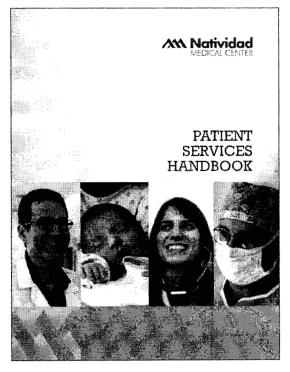












Design Support Materials



Built Brand Identity Designed Logo

SHIFAMED -

Conceptualize, Deisgn and Develop Website











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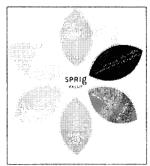
Design Corporate Support

SPRI8 CONSULTING

Built Brand Identity Designed Logo

Conceptualize, Deisgn and Develop Website







Design Web Graphics

SPRIE Strategically producing moults that influence growth. Sprig works with clients on all aspects of the marketing spectrum from upstream strategic processes to downstream commercial execution. FOUNDED 2008 MEDICAL Silicon Valley

Design Corporate Brochures



SPRIG		Our Team	
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An district of and model and model and an analysis of a specimen in the specim		The Parket	Can About

Conceptualize, Deisgn and Develop Website

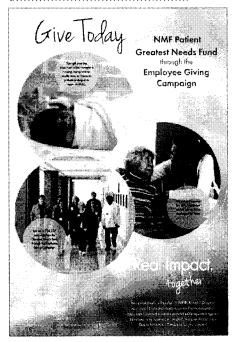


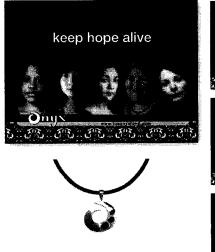




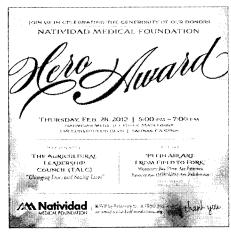
Developed Brand Identity

Design Support Materials



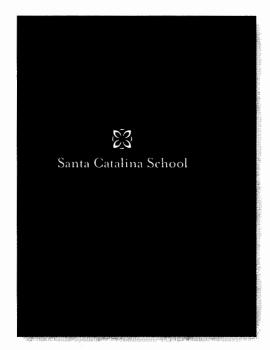






Design Invitations

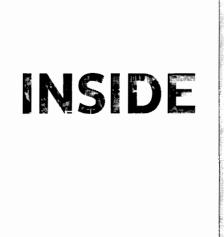
Onyx



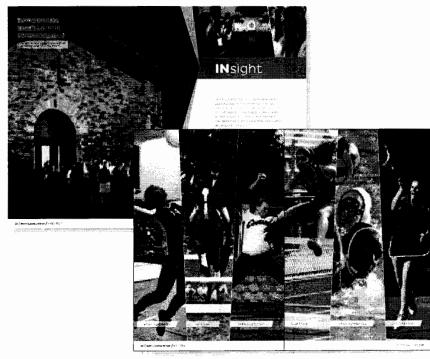


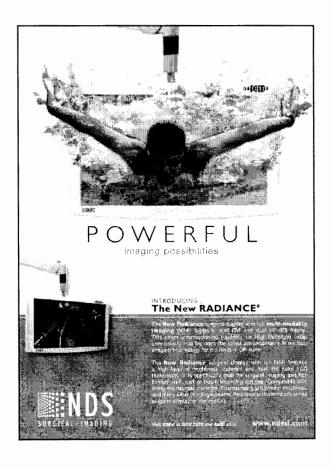
Developed Brand Identity Developed Brand Promise Designed Logo





Design Admission Materials













NDS

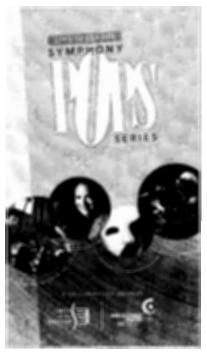
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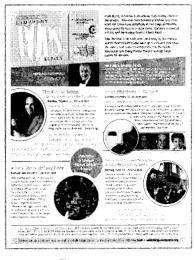
2013 Season Brochure







Series Brochures



Event Flyers

BRAND IDENTITY

Each of these logos represent a company for whom Schipper Design developed and launched the company brand































WEB DEVELOPMENT

Schipper Design completes on average two websites a month. Our web sites range in size from large corporate to smaller non-profit sites. Each site receives our total commitment to quality and service.



San Jose Water District



Utility Telephone



Old Fishermans Wharf



Respicardia Medical



Anderson Homes



Natividad Weight Loss



CellScape Medical



Monterey Farm Bureau



San Benito County Ride Share

Marketing & Graphic Design Services

SECTION 7 FINANCIAL STABILITY

Schipper Design is a financially stable company, with growth earnings each year for the last ten years. We have demonstrated our fiscal stability in working with Natividad Medical Center and the County of Monterey for the last four years. Schipper Design will provide proof of financial capacity upon request, and upon receiving a list items needed to provide the proof requested.

Schipper design is able to provide services to Natividad Medical Center, Salinas, California, County of Monterey. Upon delivery of these services there will be no added fees for travel time or travel expenses between the Schipper Design office and the facility of Natividad Medical Center. There are no added fees for meetings or project management as needed to organize, facilitate or implement projects with the administration of Natividad Medical Center.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2014

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(les) 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). CONTACT PRODUCER NAME: CS&S/ARTHUR J GALLAGHER & CO INS BRK PHONE FAX PO BOX 946580 (A/C, No, Ext): (A/C. No): E-MAIL MAITLAND, FL 32794-6580 ADDRESS Phone - 877-724-2669 INSURER(S) AFFORDING COVERAGE NAIC# Fax - 877-763-5122 INSURER A: American Casualty Company of Reading, Pennsylvania 20427 INSURED **INSURER B** SCHIPPER DESIGN +, LLC INSURER C: PO Box 1090 INSURER D SAN JUAN BAUTISTA, CA 95045 Valley Forge Insurance Company 20508 INSURER E : INSURER F 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 SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS LTR (MM/DDYYYYY) (MM/DD/YYYY) GENERAL LIABILITY \$1,000,000 **EACH OCCURRENCE** COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED \$300,000 PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$10,000 MED EXP (Any one person) Y N 2082832768 08/19/2013 08/19/2014 \$1,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE GEN'I AGGREGATE LIMIT APPLIES PER \$2,000,000 PRODUCTS - COMPIOP AGG PRO-JECT X roc POLICY COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS HIRED AUTOS PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WC STATUотн-WORKERS COMPENSATION TORY LIMITS FR AND EMPLOYERS' LIABILITY \$1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N E.L. EACH ACCIDENT N 4023011535 08/31/2013 08/31/2014 E N OFFICER/MEMBER EXCLUDED? \$1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is added as an additional insured as provided in the blanket additional insured endorsement. CERTIFICATE HOLDER CANCELLATION Natividad Medical Center SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 1441 Constitution Blvd ACCORDANCE WITH THE POLICY PROVISIONS. Salinas, CA 93906 ALITHORIZED REPRESENTATIVE



CSAA insurance Exchange PO Box 22221 Oakland, CA 94623-2221

Automobile Policy Declarations



Please keep with your policy. See Important Notice on reverse.

For questions or changes call: (800) 922-8228

Page 1 of 1

1. Name and Address of Insured

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HOWARD K SCHIPPER KATHERINE SCHIPPER PO BOX 1090 SAN JUAN BAUTISTA CA 95045-1090

NOI	Declarations Type	Renewal Certifica	te	Process Date 04-01-20			
RMAT	Policy Number	CAAS100024814		Insured Since	1973		
POLICY INFORMATION	Your Palicy	From 05-04-2014	Named Insured for or, if this is	at the address of the or to the time applied nt declarations, not hange was requested.			
POLI	Period	76 05-04-2015	12:01 A.M. Standard Time at the address of the Named Insured.				

lterr	ate Ac	idress				Occupation			Alternate N	lumber			Telephone	Number			
						Manager						(831) 623-4697					
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You may qualify for other products and discounts. For more info call (800) 922-8228

LOSS PAYEE(S)

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.				
Withholding Agent (Type or print)				
Natividad Medical Center				
Payee				
Name Schipper Design, LLC. SSN or ITIN & FEIN CA Corp no. CA SOS file no.				
Schipper Design, LLC. 20-8089227 Address (apt./ste., born, PO Box, or PMB no.)				
POBOX 1090 / 53 Muckelemi St.				
City (If you have a foreign address, see instructions,)				
San Juan Bautista, CA. 95045 CA 95045				
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.				
A 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) Kathy Schipper, Dunur Telephone 831, 633-2341 Payee's signature Date 5 28 14				
Payee's signature ▶ (tttl Date 5 28 14				
\cdot $^{\prime}$				

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)

1	Natividad Medical Center		ed in this form will be used by the		
	Contracts Department 1441 Constitution Blvd		County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt		
	Salinas, CA. 93906		return of this fully completed form will prevent delays when		
RETURN	EMAIL TO: catosi@natividad.com	processing payments.			
TO:	PHONE: 831.783.2620 FAX: 831.757.2592	See Privacy Statement and Calif	fornia Non-Resident Withholding		
		Information on next page.	The Home Nessacht With Holding		
	VENDOR'S LEGAL NAME (as shown on your income tax return)	SELECT NAME TO BE MADE PAYABLE TO			
2	Schipper Design, LLC.		Legal Name Alias/DBA Both		
NASAF	PO BOX 1090	PHONE NUMBER	FAX NUMBER 021_1.02 (1910		
NAME AND	MAILING ADDRESS	831-Q23-23TI	831-623-2341 831-623-4918 Lethy @ Schipperdesign.com		
ADDRESS		Valhue Schimerd			
	ADDITIONAL MAILING ADDRESS	REMIT-TO ADDRESS	REMIT-TO ADDRESS		
		PO BOX 1090			
	CITY, STATE, ZIP CODE	REMIT-TO CITY, STATE, ZIP CODE	<u> </u>		
	SanJuan Bautista, CA. 9504	s San Juan Baut	ista, CA. 95045		
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):	20-8089	For Tax ID entry		
3		[2] 1010141 (instructions,		
	C CORPORATION	TRUST/ESTATE	page		
TAX ID	S CORPORATION	LIMITED LIABILITY COMPAN	Y (LLC)		
AND	PARTNERSHIP	C Corporation	NOTE:		
BUSINESS ENTITY	EXEMPT PAYEE (e.g., government, non-profit)	S Corporation Partnership	Payment will not be processed		
TYPE	OTHER: ▶ without an accompanying				
	SOCIAL SECURITY NUMBER (SSN):	5/41-88-1	taxpayer I.D. number.		
	INDIVIDUAL OR SOLE PROPRIETOR				
	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE	CATEGORY OF PAYMENT:			
4					
	SUPPLIES/EQUIPMENT ATTORNEY SERVICES INTEREST				
PAYMENT TYPE	SERVICES (MEDICAL) LEGAL SETTLEMENT				
&	SERVICES (NON-MEDICAL) RENT/LEASE	SERVICES (NON-MEDICAL)			
ACTIVITY	Are you a former employee of the County of Monterey?				
	Are you a Certified Green Business?	es X No (See Information regard	ling green certification on next page)		
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholdi	ng information on next page):			
			CA Form 590 required if your address above in		
VENDOR	California Form 590 (Withholding Exemption Certi	ficate) attached	section 2 is a non-CA		
RESIDENCY		-	address		
STATUS	California Non-Resident				
FOR CA TAX PURPOSES	Waiver of State withholding from California Franchise Tax Board attached CA NON-RESIDENTS: 7% will be withheld from				
	California Form 590 (Withholding Exemption Certificate) attached Payment unless one of the lower four boxes on left is				
	All services for payments issued are performed OUTSIDE of California lower four boxes on left is checked.				
,— <u> </u>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency				
6	status change, I will promptly notify the County of Monterey.				
	Authorized Representative's Name (Type or Print)	Title Out to a r			
CERTIFYING SIGNATURE	Larry Symper	- OMIGNI	Phone Mumber		
	Signatur	Ouner 5 28/14	831-623-2341		
			101 W=3 20 1.		