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:

1. **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 not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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

Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

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

☒ 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 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records

for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

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

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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 BOX 1090
Address 2: 53 Muckelemi St. Suite G
Phone: 831 623 2341
FAX: 831 623 4918
Email: kathy@schipperdesign.com
San Juan 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 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: 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 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Sid Cato, NMC Contracts Manager

Date: 12-26-13

By: _____
Harry Weis, NMC, CEO

Date: 12/11/13

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brereton, Deputy County Counsel

Date: Dec 19 2013

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney,
Monterey County Auditor/Controller's Office

Date: 12-2013

CONTRACTOR

SCHIPPER DESIGN LLC
Contractor's Business Name***

_____
Signature of Chair, President,
or Vice-President

KATHERINE L. Schipper / OWNER
Name and Title

Date: 12/02/2013

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

H. Kenneth Schipper / CFO
Name and Title

Date: 12/02/2013

*****INSTRUCTIONS**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers **(two signatures required).**

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership **(two signatures required).**

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement **(one signature required).**

Natividad MEDICAL CENTER

REQUEST FOR PROPOSAL # 9600-47

Marketing & Graphic Design Services

CONTRACTS/PURCHASING

1441 Constitution Blvd | Salinas, CA 93906 | 831-738-2620

schipperdesign

53 Muckelemi Street + P.O. Box 1090 + San Juan Bautista, California 95045 + 831.623.2341 + schipperdesign.com

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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A PROPOSAL FOR

Natividad MEDICAL CENTER

Marketing & Graphic Design Services

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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 Angie 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		$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

A PROPOSAL FOR

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.

schipper**design**

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 Homes, 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

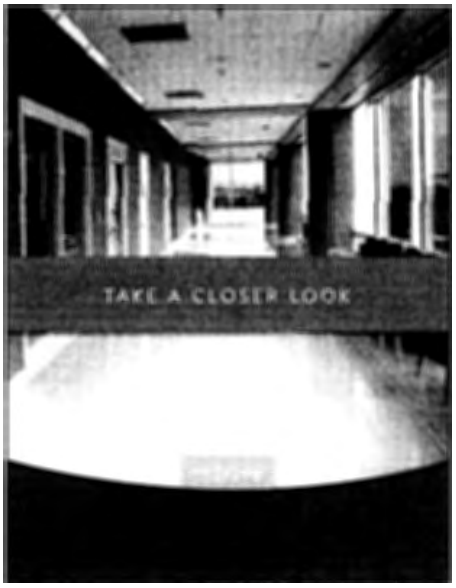
CAPABILITIES STATEMENT (cont.)

Service	Capability	Experience
Website maintenance, content management	Three staff members fully trained and familiar with backend CMS 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

HOSPITAL / HEALTHCARE ORGANIZATIONAL EXPERIENCE

CASE STUDY 1 - NATIVIDAD MEDICAL CENTER

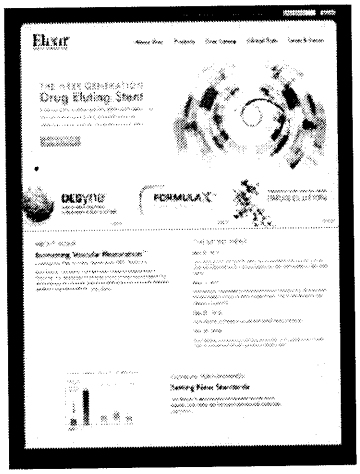
Project Name	D' Arrigo Family Specialty Services Campaign
Project Description	Promotional campaign designed to increase awareness among local medical community about the availability and services of the D'Arrigo Family Specialty Clinic in Natividad Medical Center. **Project** included direct mail, information 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 Tri-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.



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.



www.elixirmedical.com

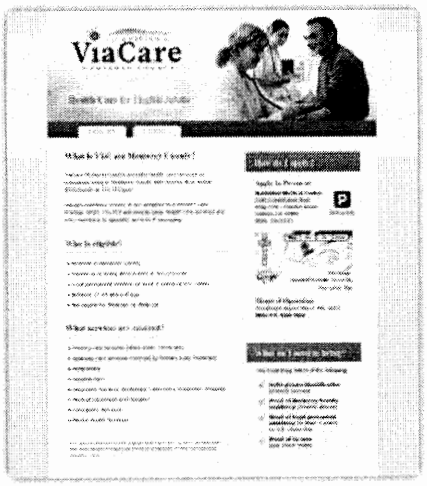
Trade Show Booth

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 Design and build web site = $3500
Additional Comments	Schipper Design worked collaborative with the Natividad 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.



www.viacaremonterey.com

Logo

Rack Card

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

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 & R Farms
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

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

A PROPOSAL FOR

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

A PROPOSAL FOR

Natividad MEDICAL CENTER

Marketing & Graphic Design Services

SECTION 6

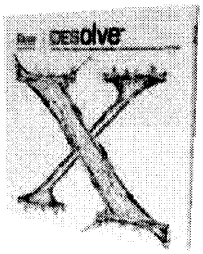
APPENDIX

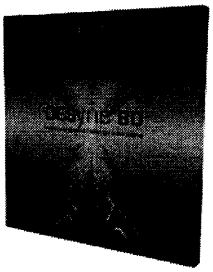
CLIENT PORTFOLIO

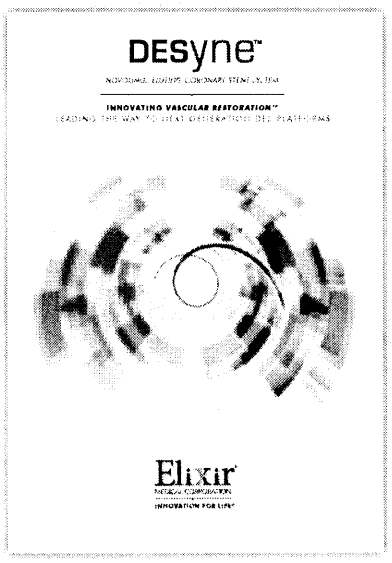
Elixir®
MEDICAL CORPORATION

Tradeshow Booth Design

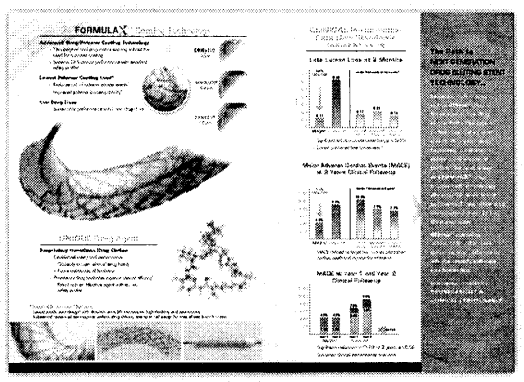
Design Product Packaging



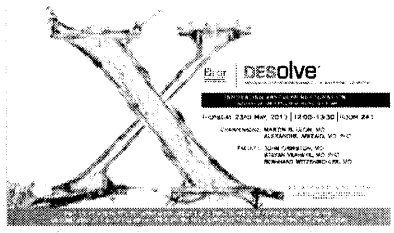




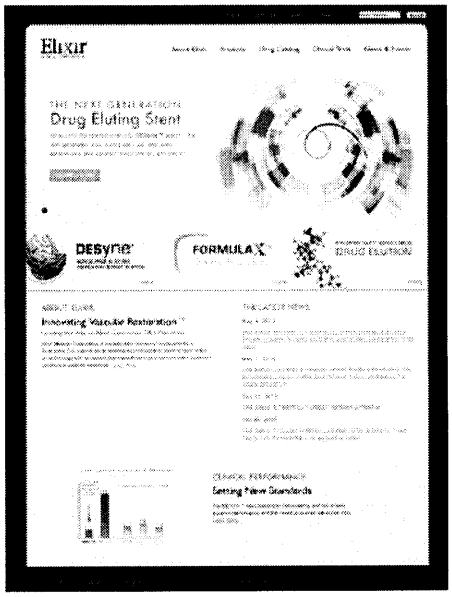
Design Product Brochures



Create Ad Campaigns



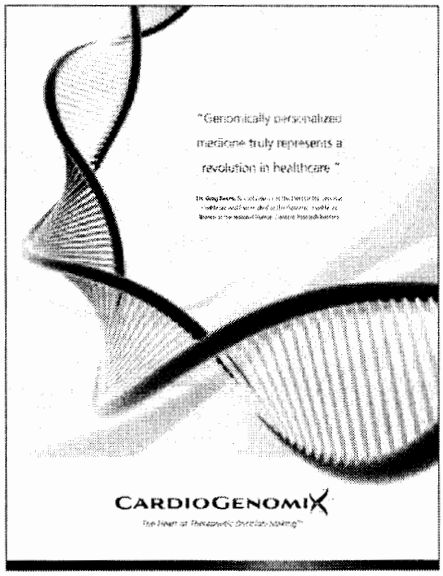
Develop Web Site



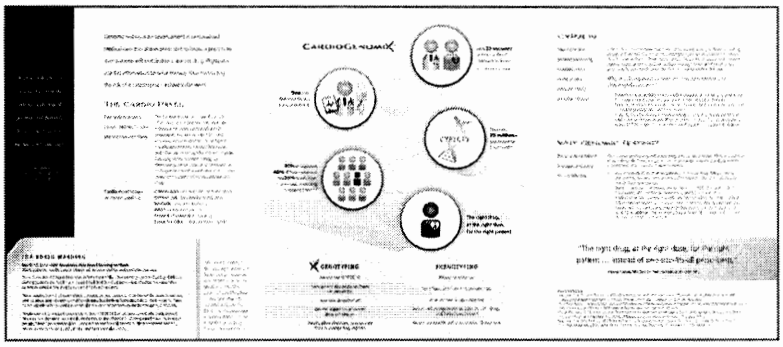
CLIENT PORTFOLIO

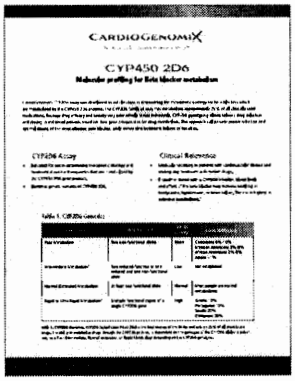
CARDIOGENOMIX™

Built Brand Identity
Designed Logo

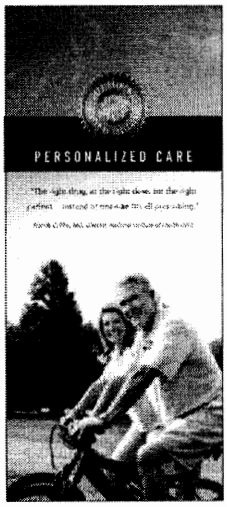


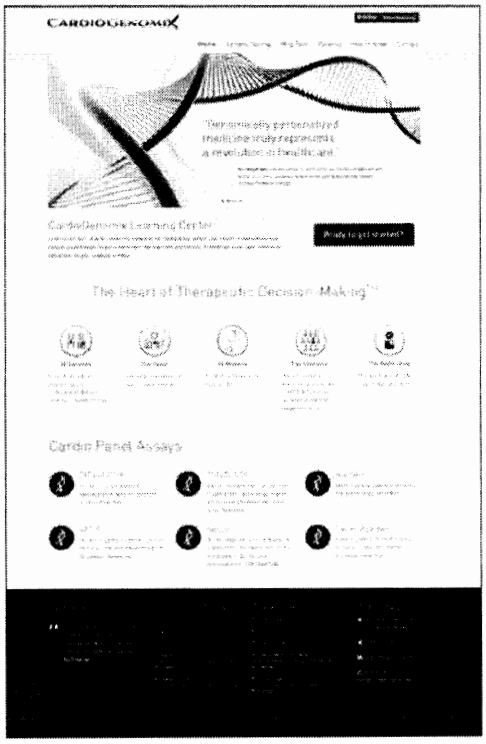
Design Corporate Brochures





Design Patient Brochures



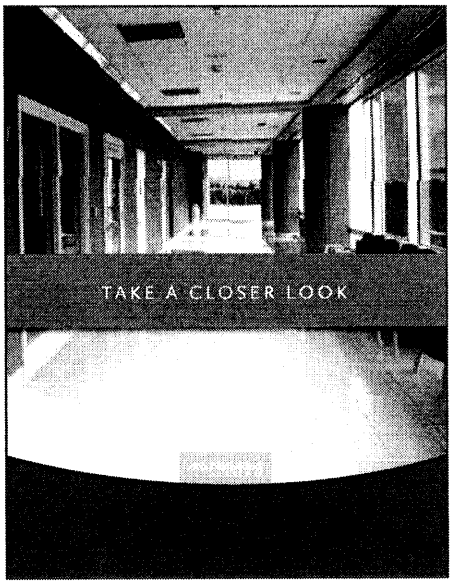


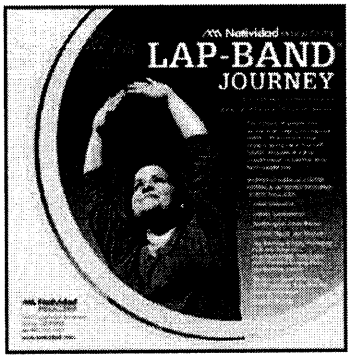
Develop Website

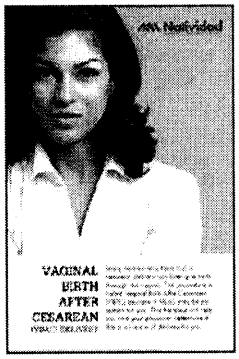
Natividad
MEDICAL CENTER

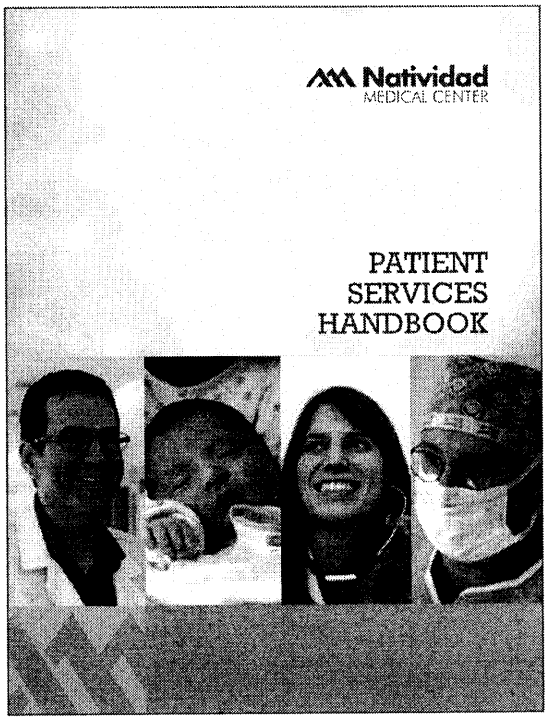
Conceptualize Ad Campaign

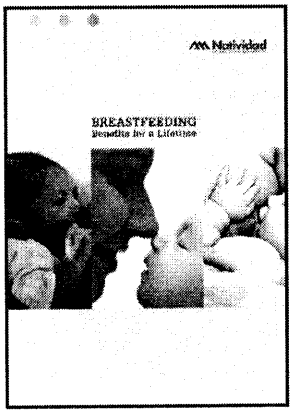
Design Services Brochures











Design Support Materials

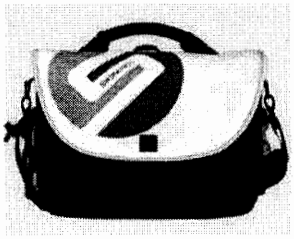
CLIENT PORTFOLIO

SHIFAMED

Built Brand Identity
Designed Logo

Conceptualize, Deisgn and Develop Website

Design Business System



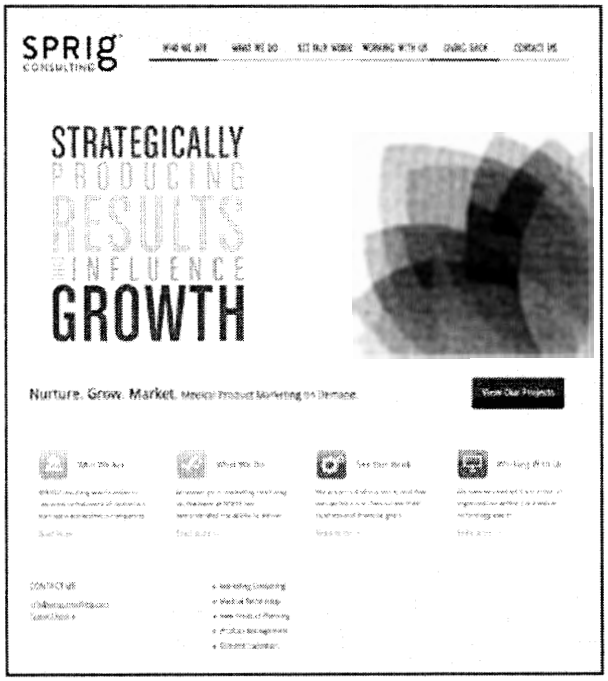
Design Corporate Support

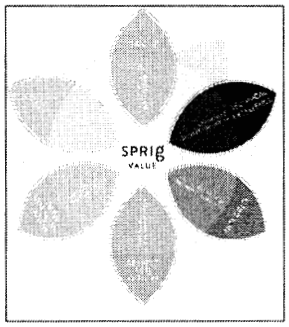
CLIENT PORTFOLIO

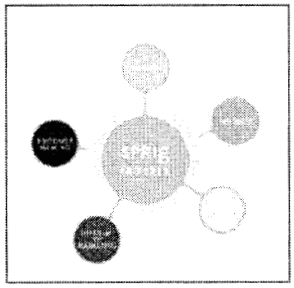
SPRIG™ CONSULTING

Built Brand Identity
Designed Logo

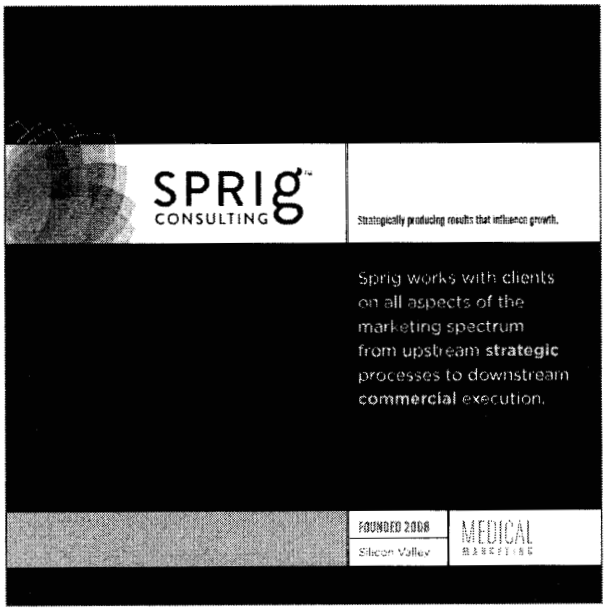
Conceptualize, Deisgn and Develop Website



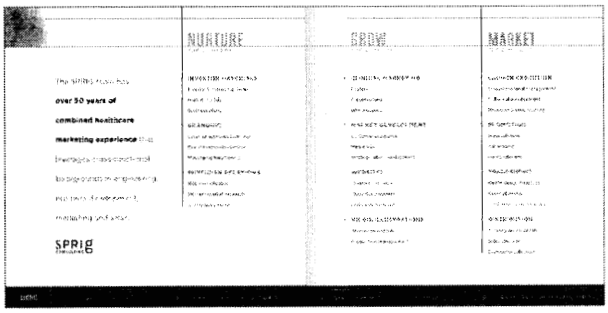


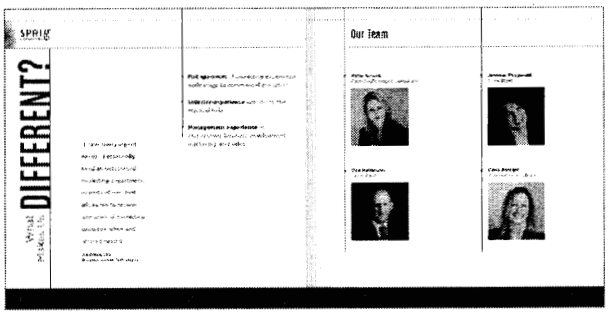


Design Web Graphics



Design Corporate Brochures



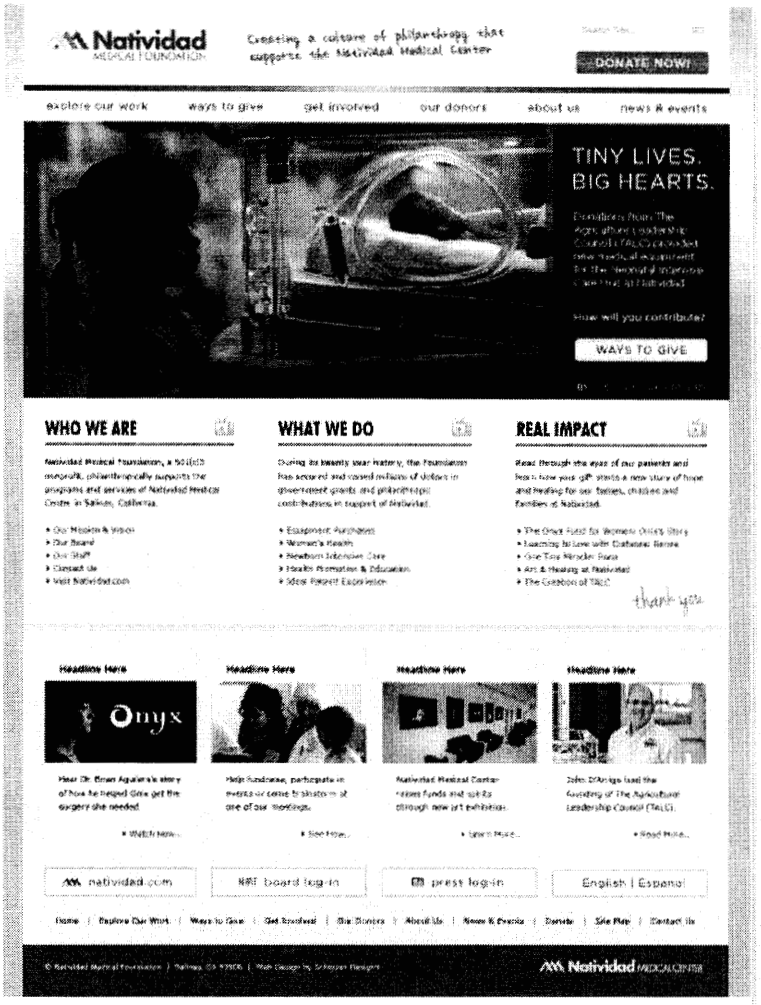


CLIENT PORTFOLIO

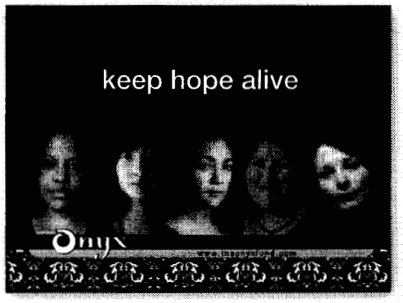
Natividad
MEDICAL FOUNDATION
thank you

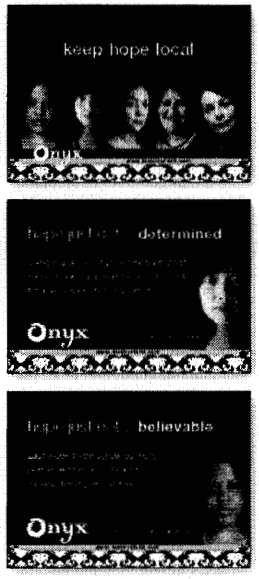
Developed Brand Identity

Conceptualize, Deisgn and Develop Website

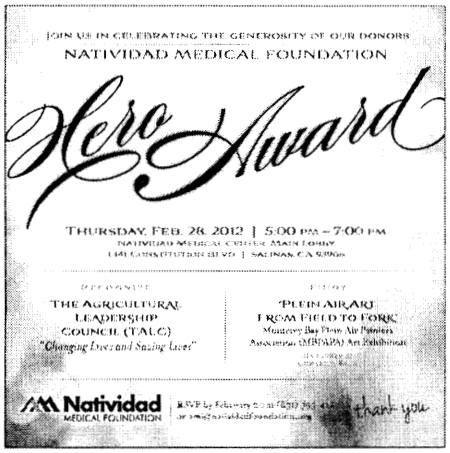


Design Support Materials





Design Campaign

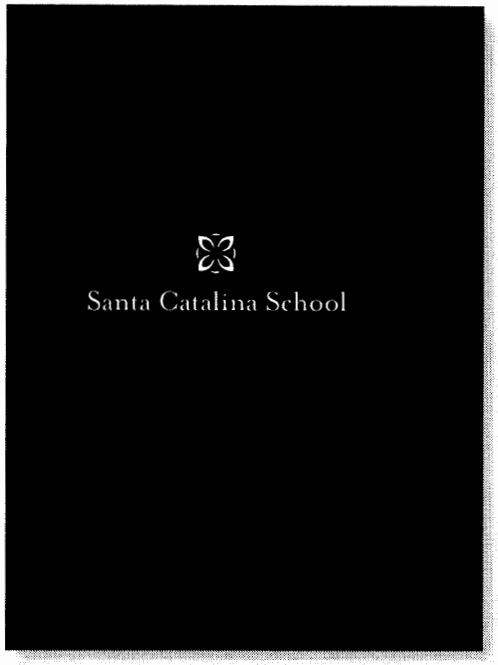


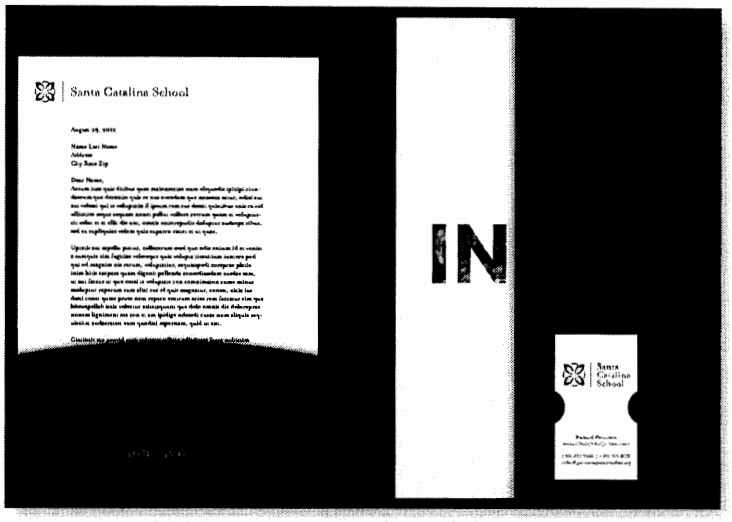
Design Invitations

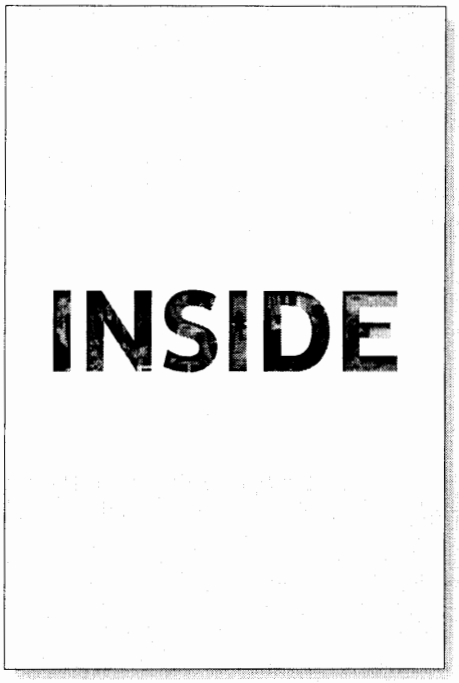
CLIENT PORTFOLIO

Santa Catalina School

Developed Brand Identity
Developed Brand Promise
Designed Logo



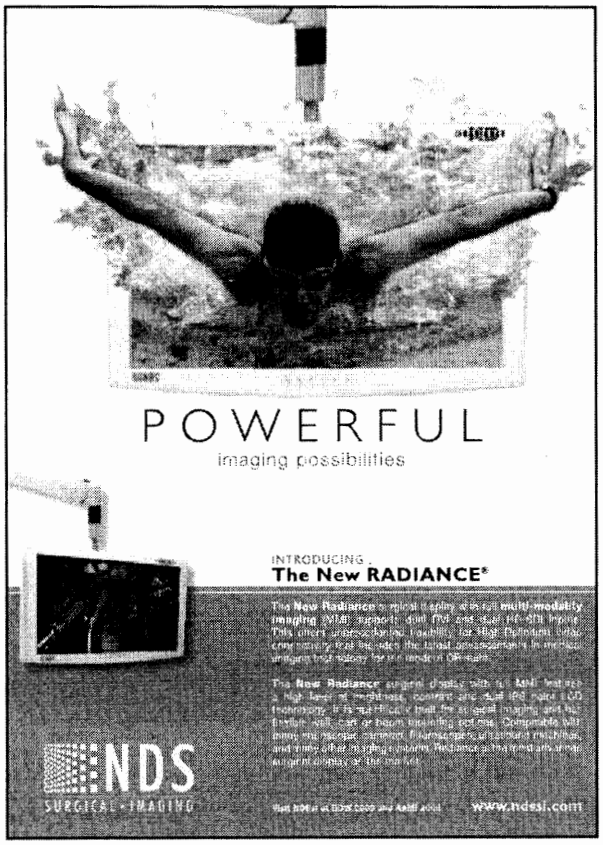




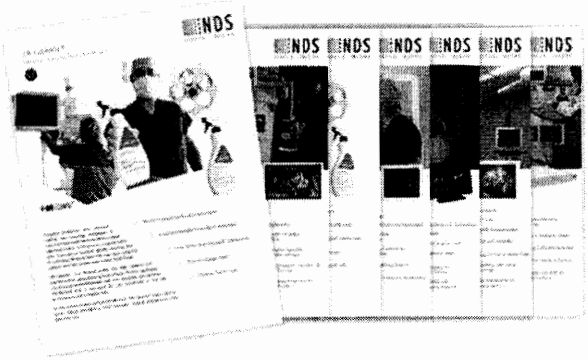
Design Admission Materials

CLIENT PORTFOLIO

NDS
SURGICAL · IMAGING



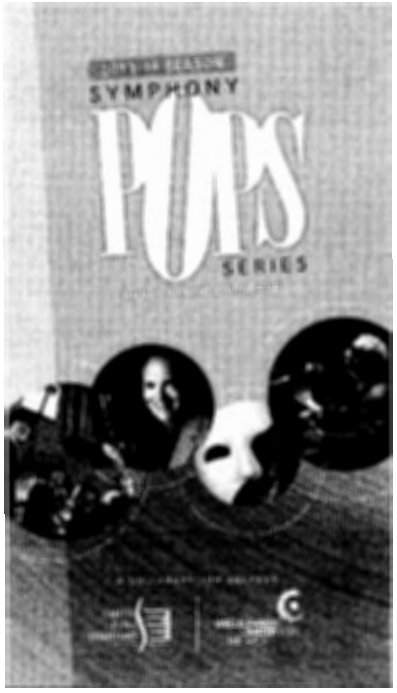
Create Ad Campaigns



Develop Web Site

WELLS FARGO CENTER
FOR THE ARTS

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

ViaCare
MONTEREY COUNTY

Lula's
chocolates

MISSION CITIES

TEKTEAM
MEDICAL INDUSTRY CONSULTING

Red Blossom

Alert
MONTEREY COUNTY

shakespeare
Santa Cruz

Respicardia
Respiratory Rhythm Management

30 years
CARMEL KITCHENS & BATHS

SUN · RAIN · SOIL
MORRIS
GRASSFED

TEKnova
science matters

CASTROVILLE
Artichoke
FESTIVAL

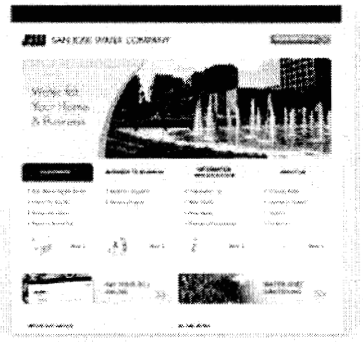
CALIFORNIA'S
Central Coast
CENTRAL COAST MARKETING TEAM

THE AGRICULTURAL LEADERSHIP COUNCIL

25 YEARS

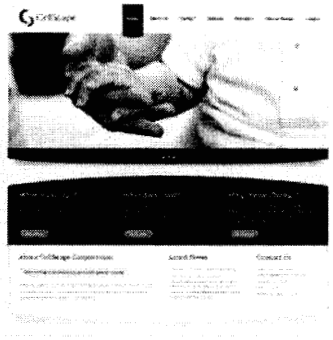
WEB DEVELOPMENT

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

Respicardia Medical



CellScape Medical

Utility Telephone

Anderson Homes

Monterey Farm Bureau

Old Fishermans Wharf

Natividad Weight Loss

San Benito County Ride Share

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.