

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-486
Tovar Strategies, Inc

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Tovar Strategies, Inc (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for outreach, marketing, website development, maintenance services and technical assistance services for Family and Children's Services (FCS), the Child Abuse Prevention Council (CAPC), and Community Benefits (CB) MC CHOICE for a term of July 1, 2025 through June 30, 2026 with a total contract amount of \$199,800 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding \$60,000** to support increased need for outreach with no changes to the contract term **for a revised** contract total of **\$259,800**.

AGREEMENT

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

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION"** is hereby amended as follows:
"The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."
2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows:
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **\$259,800.**"
3. **Exhibit AA** replaces Exhibit A and reflects the **addition of \$60,000 for a new contract amount of \$259,800.**
4. **Exhibit AA-3** replaces Exhibit A-3 and reflects the **revised** scope of work and **addition of \$60,000 for a new contract amount of \$87,500.**
5. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit AA-3, Exhibit CC-3 and Exhibit DD-3.**
6. **Exhibit CC-3** replaces Exhibit C-3, Budget and reflects the **addition of the \$60,000 for a new contract total of \$87,500.**

7. **Exhibit DD-3** replaces Exhibit D-3, is the revised invoice, reflecting the additional **\$60,000** for a **new contract total of \$87,500**.
8. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
9. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: ^{DocuSigned by:}
Roderick Franks
3CC8F6C8E255F451...
DSS Director or Designee

By: ^{Signed by:}
Monica Tovar
8823310512564F8...
(Chair, President, Vice-President)

Date: 11/20/2025 | 12:29 PM PST

Monica Tovar, President
(Print Name & Title)

Approved as to Form

Date: 11/3/2025 | 9:26 AM PST

By: ^{DocuSigned by:}
Anne Brenton
A40091E35DE03489...
Deputy County Counsel

By: ^{DocuSigned by:}
[Signature]
AC31DE0F6C3B43A...
(Secretary, CFO, Treasurer)

Date: 11/4/2025 | 2:25 PM PST

William Tovar secretary
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 11/4/2025 | 1:48 PM PST

By: ^{DocuSigned by:}
Patricia Ruiz
E79EF64E57454F6...
Auditor Controller's Office

Date: 11/4/2025 | 3:29 PM PST

SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

- A. TOTAL FUNDING:** **\$259,800.00**
- B. CONTRACT TERM:** July 1, 2025 – June 30, 2026
- C. CONTACT INFORMATION:**
 Contractor Information: Tovar Strategies Inc.
 Monica Tovar, President and CEO
 90 West Alisal Street, Salinas, CA 93901
 Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

 Location of Services: Tovar Strategies Inc.
 90 West Alisal Street, Salinas, CA 93901
- D. BACKGROUND:**
 CONTRACTOR shall provide technical marketing assistance and web-site development/maintenance services as outlined in **Exhibits A-1, A-2 and AA-3**, attached. Services are provided to Family and Children Services, Child Abuse Prevention Council, and Community Benefits.
- E. PAYMENT PROVISIONS:**
 - E.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.
 - E.2 Total cost of this program is *two hundred fifty-nine thousand eight hundred dollars (\$259,800.00)*.
 - E.3 Details regarding payments toward this project shall be reported *monthly* on the *Monthly Invoices* in the form of **Exhibits D-1, D-2, and DD-3, Invoices**.
 - E.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed *two hundred fifty-nine thousand eight hundred dollars (\$259,800.00)*, per **Exhibits C-1 C-2, and CC-3, Budgets**.
 - E.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibits D-1, D-2 and DD-3, Invoices**. The final fiscal year invoices will be due no later than *July 10, 2026*.
 - E.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

PAYMENT SUMMARY

<i>Branch</i>	<i>FY 2025-26 TOTALS</i>
Family & Children Services	\$125,500.00
Child Abuse Prevention Council	\$46,800.00

SCOPE OF SERVICES/PAYMENT PROVISIONS

Community Benefits	\$87,500.00
TOTAL:	\$259,800.00

(End of Exhibit AA)

SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

- A. TOTAL FUNDING:** \$87,500.00 Community Benefits
- B. CONTRACT TERM:** July 1, 2025-June 30, 2026
- C. CONTACT INFORMATION:**
 County Contract Monitor: County of Monterey Department of Social Services
 Celeste Armijo, Management Analyst III
 Community Benefits
 1000 S. Main Street, Suite 208 Salinas, CA 93901
 Phone: (831) 784-5758 Fax: (831) 755-8408
armijoc@countyofmonterey.gov
- Contractor Information: Tovar Strategies Inc.
 Monica Tovar, President and CEO
 90 West Alisal Street, Salinas, CA 93901
 Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com
- Location of Services: Tovar Strategies Inc.
 90 West Alisal Street, Salinas, CA 93901

- D. CONTRACT AWARD INFORMATION**
 CONTRACTOR UEI Number: M5UXR93G85E5
 Date County Awarded Funding: July 1, 2025
 ALN and Dollar Amount: N/A
 Federal Award Description: N/A
 Research and Development: No
 Indirect Cost Rate: 10%

- E. BACKGROUND:**
 CONTRACTOR shall provide technical assistance, design, revision, maintenance and support for the long format orientation (educational) video and MC-CHOICE website about benefit programs and customer rights and responsibilities. This video and website are currently in use by Community Benefits staff and customers. The tools provide required program access, rights and responsibilities to customers and web-based program information. The video and website are made available in English and Spanish.

- F. DESCRIPTION OF SERVICES:**
 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- F.1 Web and video design, maintenance and support
 - F.2 Creative consulting for MC-CHOICE
 - F.3 Layout and graphics development
 - F.4 Videography Design/Animation
 - F.5 Design of radio/TV and digital ads

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.6 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.
- F.7 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

G. PAYMENT PROVISIONS:

- G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.
- G.2 Total cost of this program is ***eighty-seven thousand, five hundred dollars (\$87,500.00)***.
- G.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly Invoices* in the form of **Exhibit DD-3, Invoice**.
- G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***eighty-seven thousand, five hundred dollars (\$87,500.00)***, per **Exhibits CC-3, Budget**.
- G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit DD-3, Invoice**. The final fiscal year invoices will be due no later than *July 10, 2026*.
- G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit AA-3)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1, Exhibit D-2, and Exhibit DD-3.**

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th.** **If the Final Invoice is not received by COUNTY by close of business on July 10th.** **CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, and Exhibit C-3.** Only the costs listed in **Exhibit C-1, Exhibit C-2, and Exhibit CC-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, and Exhibit CC-3,** must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA, Exhibit A-1, Exhibit A-2, and Exhibit AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit AA-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Monica Tovar** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**Tovar Strategies, Inc.,
 July 1, 2025 - June 30, 2026
 MC-CHOICE BUDGET**

Name of Agency: Tovar Strategies, Inc.

CATEGORY	MC-CHOICE
Web Maintenance and Hosting for 12 months from July 1, 2025 through June 30, 2026	\$ 700.00
Technical Assistance and Design for Community Benefits MC-CHOICE website and Video Needs	\$ 26,800.00
Medi-Cal Campaign (Radio/TV/Digital Ads)	\$ 60,000.00
Subtotal	\$ 87,500.00
Sales Tax 9.25%	
TOTAL	\$ 87,500.00

Tovar Strategies, Inc.
 July 1, 2025 - June 30, 2026
 MC-CHOICE
Billing Summary/Claim

Invoice Number: _____

Invoice Period: _____

Name of Agency: Tovar Strategies, Inc.

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Web Maintenance and Hosting for 12 months from July 1, 2025 through June 30, 2026	\$ 700.00		
Technical Assistance and Design for Community Benefits MC-CHOICE website and Video Needs	\$ 26,800.00		
Medi-Cal Campaign (Radio/TV/Digital Ads)	\$ 60,000.00		
Subtotal	\$ 87,500.00		
Sales Tax 9.25%			
TOTAL	\$ 87,500.00		

I hereby certify that this report is correct and complete to the best of my knowledge.

 Person Completing Form

 Authorized Signature Title Date

 Monterey County DSS Authorized Signature Date

Remit To: Tovar Strategies, Inc.
 90 West Alisal St.
 Salinas, CA 93901



County of Monterey Board of Supervisors

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

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17572

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement #5010-486 with Tovar Strategies, Inc. to provide outreach, marketing and website development adding \$60,000 for a new contract total of \$259,800 with no change to the contract term of July 1, 2025 through June 30, 2026; and b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% (\$25,980) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$285,780.

PASSED AND ADOPTED on this 18th day of November 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew and Daniels

NOES: None

ABSENT: None

(Pursuant to Government Code 54953)

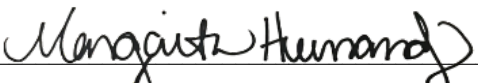
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 18, 2025.

Dated: November 18, 2025

File ID: A 25-442

Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Margarita Hernandez, Deputy