

**COUNTY OF MONTEREY**  
**AMENDMENT #2 to Agreement #5010-30**  
**TMD Creative**

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**This Amendment #2** is made and entered into by and between the County of Monterey Department of Social Services, Family and Children’s Services (hereinafter “COUNTY”), and TMD Creative (hereinafter “CONTRACTOR”).

**WHEREAS**, This Agreement provides marketing, branding, and website maintenance services for the period of July 1, 2020 through June 30, 2021 for a total agreement amount of \$110,500 (hereinafter “Original Agreement”).

**WHEREAS**, The Parties amended the Agreement via Amendment #1 to revise the scope of services to include marketing and branding for the Child Abuse Prevention Council (CAPC) and add \$5,000 with no change to the term for a total agreement amount of \$115,500.

**WHEREAS**, The Parties currently wish to amend the Agreement to add **\$25,000** to allow for additional CAPC marketing with no change to the scope or term for a total agreement amount of **\$140,500**.

**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 and in Amendment #1 incorporated herein by this reference, except as specifically set forth below.

**1. Section 2, Paragraph titled “2.0 PAYMENT PROVISIONS” is amended to read as follows:**

County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$140,500**.

2. Exhibit **AAA** reflects the new contract total.
3. Exhibits **CCC** and **DDD** reflect the **\$25,000** being added to the Agreement.
4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #2 and shall continue in full force and effect as set forth in the original Agreement and in Amendment #1.
5. A copy of this Amendment #2 shall be attached to the Original Agreement.

**COUNTY OF MONTEREY**  
**AMENDMENT #2 to Agreement #5010-30**  
**TMD Creative**

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

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_  
Lori A. Medina  
DSS Director

Date: \_\_\_\_\_

**CONTRACTOR:**

TMD Creative

By: \_\_\_\_\_  
DocuSigned by:  
*Nicholas Pasculli, CEO*  
476457D725864F5...  
(Chair, President, Vice-President)

\_\_\_\_\_  
(Print Name & Title)

Date: \_\_\_\_\_  
6/7/2021 | 10:34 AM PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Debra Pascasio*  
CCC6B858508E457...  
(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_  
6/7/2021 | 11:16 AM PDT

**Approved as to Form:**

DocuSigned by:  
*Anne Breton, County Counsel*  
07025E3AA36B4A4...  
Deputy County Counsel

Date: \_\_\_\_\_  
6/7/2021 | 5:04 PM PDT

**Approved as to Fiscal Provisions:**

DocuSigned by:  
*Joey Nolasco*  
F60C442ED05B437  
Auditor-Controller's Office

Date: \_\_\_\_\_  
6/8/2021 | 7:43 AM PDT

**TMD Creative**  
**Scope of Services/Payment Provisions • Family to Family**

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*July 1, 2020 – June 30, 2021*

**I. CONTACT INFORMATION**

**Contractor:** **Nicholas Pasculli, President**  
**TMD Creative**  
90 West Alisal  
Salinas, CA 93901  
Phone: (831) 758-6425  
Fax: (831) 758-3949

**County:** **Patricia L. Hernandez, J.D., Management Analyst**  
**Monterey County DSS**  
1000 South Main Street, Ste. 206  
Salinas, CA 93901  
Phone: (831) 759-6768  
Fax: (831) 784-2123  
[hernandezpl@co.monterey.ca.us](mailto:hernandezpl@co.monterey.ca.us)

**CAPC:** **Ginger Pierce, CAPC Director**  
[piercevr@co.monterey.ca.us](mailto:piercevr@co.monterey.ca.us)

**III. SCOPE OF WORK**

**CONTRACTOR** shall provide ongoing technical marketing assistance and web-site development/maintenance for the Family-to-Family website. This includes support, maintenance and continued development of materials for Family-to-Family efforts aimed at recruiting Foster Care/Adoptive caregivers. Activities may include but are not limited to:

- Web support for Family-to-Family
- Social Media Integration, monthly maintenance and support for Family-to-Family;
- Coordination, development and purchasing of television, radio and print ads that promote Family-to-Family. All ads and purchasing to be coordinated with Department of Social Services (FCS) point of contact;
- Development of two (2) 30 second commercials (English and Spanish) to be aired December 2019 and May 2020
- Marketing design to update existing materials and to develop new outreach and recruitment tools; and
- Printing of new materials.

**EXHIBIT AAA**

- **Marketing, Social Media Marketing, and Branding updates for the County's Child Abuse Prevention Council (CAPC)**

**III. PAYMENT PROVISIONS**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, Payment Conditions, of this Agreement. This Agreement is based on a not-to-exceed amount per deliverable as identified in **Exhibit CCC, Budget**. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month for services rendered in the previous month in the form set forth in **Exhibit DDD, Invoice**.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and forty thousand, five hundred dollars (\$140,500.00)**.

*(Remainder of this page intentionally left blank)*

TMD Creative  
July 1, 2020 - June 30, 2021  
BUDGET

EXHIBIT CCC

Name Of Agency: TMD Creative

CATEGORY	FAMILY-TO-FAMILY
Social Media Marketing and Development	\$6,500
Website Maintenance	2,000
Website Expansion	3,000
Print Material Design	5,000
Television Placement	40,000
Radio Placement	14,000
Newspaper Placement	17,000
Media Production	7,000
Miscellaneous	2,000
CAPC Marketing and Branding	30,000
Subtotal	126,500
Sales Tax 9.25%	9,000
<b>TOTAL</b>	<b>\$135,500</b>

TMD Creative  
 July 1, 2020 - June 30, 2021  
**Billing Summary/Claim**

**Exhibit DDD**

Invoice Number: \_\_\_\_\_

Name Of Agency: TMD Creative

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Social Media Marketing and Development	\$6,500		
Website Maintenance	\$ 2,000		
Website Expansion	\$ 3,000		
Print Material Design	\$ 5,000		
Television Placement	\$ 40,000		
Radio Placement	\$ 14,000		
Newspaper Placement	\$ 17,000		
Media Production	\$ 7,000		
Miscellaneous	\$ 2,000		
<b>CAPC Marketing and Branding</b>	<b>\$ 30,000</b>		
Subtotal	\$ 126,500		
Sales Tax 9.25%	\$ 9,000		
<b>TOTAL</b>	<b>\$135,500</b>		

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

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Monterey County DSS Authorized Signature

Date

**COUNTY OF MONTEREY**  
**AMENDMENT #1 to Agreement #5010-30**  
**TMD Creative**

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**This Amendment** is made and entered into by and between the County of Monterey Department of Social Services, Family and Children’s Services (hereafter “COUNTY”), and TMD Creative (hereafter “CONTRACTOR”).

The amendment modifies the agreement to add an additional \$5,000 to the Family to Family budget to allow for Marketing and Branding work in partnership with the County’s Child Abuse Prevention Council (hereafter CAPC). The original Agreement was originally executed on June 29, 2020 (hereafter “Original Agreement”).

**Whereas**, the COUNTY and CONTRACTOR wish to amend the Original Agreement by **adding \$5,000 increasing the contract total to \$115,500.00**. These modifications enable the CONTRACTOR to support marketing and rebranding endeavors of Monterey County’s CAPC, which addresses primary prevention outreach and training for the communities at-risk families and agencies who serve this population.

**Now Therefore**, the County and CONTRACTOR hereby agree to amend the Original Agreement in the following manner:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 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. The services are generally described as follows: Provide technical marketing assistance and website development for the Family to Family website.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the 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 the CONTRACTOR under this Agreement shall not exceed the sum of **\$115,500.00**.

3. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

- Exhibit AA: Scope of Services/Payment Provisions**
- Exhibit A2: Scope of Services/Payment Provisions
- Exhibit B: DSS Additional Provisions
- Exhibit CC: Budget**
- Exhibit C2: Budget
- Exhibit DD: Billing Summary/Claim**
- Exhibit D2: Billing Summary/Claim
- Exhibit E: Child Abuse & Neglect Reporting
- Exhibit F: HIPPA Certification
- Exhibit G: Lobbying Certification
- Exhibit H: Elder Abuse & Neglect Reporting

4. Sections 1.01, 1.03, and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**AMENDMENT #1 to Agreement #5010-30**

**TMD Creative**

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4. Sections 1.01, 1.03, and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 **Monthly claims/invoices by CONTRACTOR:** not later than the 10<sup>th</sup> day of the first month following the end of the month during which costs were incurred, using the forms presented in **Exhibit DD and D2.**

1.03 **Allowable Costs:** Allowable Costs shall be the CONTRACTOR's actual costs of developing, supervising, and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit CC and C2.** Only the costs listed in **Exhibit CC and C2** 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.

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 and A2.** CONTRACTOR shall meet the contracted level, of services and the specified performance standards described in **Exhibit AA and A2** unless prevented from doing so by circumstances beyond the CONTRACTOR's control, including but not limited to: natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits A, C, and D, of the Original Agreement are rescinded, and replaced by **Exhibits AA, CC, and DD.**

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

*(remainder of page intentionally left blank)*



**OF MONTEREY**

**AMENDMENT #1 to Agreement #5010-30**

**TMD Creative**

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

**COUNTY OF MONTEREY:**

DocuSigned by:  
Loni A. Medina, DSS Director  
4614E7CD5EC7426  
By: \_\_\_\_\_  
DSS Director

Date: 11/5/2020 | 11:14 AM PST  
\_\_\_\_\_

**CONTRACTOR:**

TMD Creative  
DocuSigned by:  
Nicholas Pasculli, President  
\_\_\_\_\_  
(Chair, President, Vice President)

Date: \_\_\_\_\_  
(Print Name & Title)  
11/2/2020 | 4:52 PM PST

DocuSigned by:  
Debra Pascasio  
\_\_\_\_\_  
CCC5BB58598E457...  
By: \_\_\_\_\_  
(Secretary, CFO, Treasurer)  
11/3/2020 | 12:52 PM PST

Date: \_\_\_\_\_  
(Print Name and Title)

**Approved as to Form:**

DocuSigned by:  
Anne Breerton, County Counsel  
\_\_\_\_\_  
Deputy County Counsel  
07025F3AA3884A4...

Date: 11/4/2020 | 3:51 PM PST  
\_\_\_\_\_

**Approved as to Fiscal Provisions:**

DocuSigned by:  
Gary Giboney  
\_\_\_\_\_  
Auditor-Controller's Office  
D3834BFEC1D8449

Date: 11/4/2020 | 3:53 PM PST  
\_\_\_\_\_

**TMD Creative**  
**Scope of Services/Payment Provisions • Family to Family**

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*July 1, 2020 – June 30, 2021*

**I. CONTACT INFORMATION**

**Contractor:** **Nicholas Pasculli, President**  
**TMD Creative**  
90 West Alisal  
Salinas, CA 93901  
Phone: (831) 758-6425  
Fax: (831) 758-3949

**County:** **Patricia L. Hernandez, J.D., Management Analyst**  
**Monterey County DSS**  
1000 South Main Street, Ste. 206  
Salinas, CA 93901  
Phone: (831) 759-6768  
Fax: (831) 784-2123  
[hernandezpl@co.monterey.ca.us](mailto:hernandezpl@co.monterey.ca.us)

**CAPC:** **Ginger Pierce, CAPC Director**  
[piercevr@co.monterey.ca.us](mailto:piercevr@co.monterey.ca.us)

**III. SCOPE OF WORK**

**CONTRACTOR** shall provide ongoing technical marketing assistance and web-site development/maintenance for the Family-to-Family website. This includes support, maintenance and continued development of materials for Family-to-Family efforts aimed at recruiting Foster Care/Adoptive caregivers. Activities may include but are not limited to:

- Web support for Family-to-Family
- Social Media Integration, monthly maintenance and support for Family-to-Family;
- Coordination, development and purchasing of television, radio and print ads that promote Family-to-Family. All ads and purchasing to be coordinated with Department of Social Services (FCS) point of contact;
- Development of two (2) 30 second commercials (English and Spanish) to be aired December 2019 and May 2020
- Marketing design to update existing materials and to develop new outreach and recruitment tools; and
- Printing of new materials.

**EXHIBIT AA**

- **Marketing and branding updates for the County's Child Abuse Prevention Council (CAPC)**

**III. PAYMENT PROVISIONS**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, Payment Conditions, of this Agreement. This Agreement is based on a not-to-exceed amount per deliverable as identified in **Exhibit CC, Budget**. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month for services rendered in the previous month in the form set forth in **Exhibit DD, Invoice**.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and ten thousand, five hundred dollars (\$110,500.00)**.

*(Remainder of this page intentionally left blank)*

TMD Creative  
July 1, 2020 - June 30, 2021  
BUDGET

EXHIBIT CC

Name Of Agency: TMD Creative

CATEGORY	FAMILY-TO-FAMILY
Social Media Marketing and Development	\$6,500
Website Maintenance	2,000
Website Expansion	3,000
Print Material Design	5,000
Television Placment	40,000
Radio Placment	14,000
Newspaper Placment	17,000
Media Production	7,000
Miscellaneous	2,000
<b>CAPC Marketing and Branding</b>	<b>5,000</b>
Subtotal	101,500
Sales Tax 9.25%	9,000
<b>TOTAL</b>	<b>\$110,500</b>

TMD Creative  
 July 1, 2020 - June 30, 2021  
**Billing Summary/Claim**

**Exhibit DD**

Invoice Number: \_\_\_\_\_

Name Of Agency: TMD Creative

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Social Media Marketing and Development	\$6,500		
Website Maintenance	\$ 2,000		
Website Expansion	\$ 3,000		
Print Material Design	\$ 5,000		
Television Placment	\$ 40,000		
Radio Placment	\$ 14,000		
Newspaper Placment	\$ 17,000		
Media Production	\$ 7,000		
Miscellaneous	\$ 2,000		
<b>CAPC Marketing and Branding</b>	<b>\$ 5,000</b>		
Subtotal	\$ 101,500		
Sales Tax 9.25%	\$ 9,000		
<b>TOTAL</b>	<b>\$110,500</b>		

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

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

Monterey County DSS Authorized Signature

Date

**COUNTY OF MONTEREY STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TMD Creative

(hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

Technical marketing assistance and website development for the Family to Family website and provide technical assistance, design, revision, maintenance, and support for the MC-Choice website and orientation video.

**2.0 PAYMENT PROVISIONS:**

County 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 County to CONTRACTOR under this Agreement shall not exceed the sum of: \$110,500.00

**3.0 TERM OF AGREEMENT:**

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

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

**Exhibit B Other:** See Page 10-A for list of Exhibits

TMD Creative 2020-21

\$110,500

Agreement ID: 5010-31

## 5.0 PERFORMANCE STANDARDS:

- 5.01 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 the County, or immediate family of an employee of the County.
- 5.02 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.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County 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.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County 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.

7.02 The County 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 County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County'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 the County's purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, 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 the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **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 the County'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 the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to



the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **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.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 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.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**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 form 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 form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **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 the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County 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 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County 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:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, 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:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others 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 County.

## 11.0 NON-DISCRIMINATION:

11.01 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, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County 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 County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b> Lori A. Medina, DSS Director	<b>FOR CONTRACTOR:</b> Nicholas Pasculli President
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 90 West Alisal Street Salinas, California 93901
Address 831-755-4430	Address 831-758-3949
Phone:	Phone:

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **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 services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County 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.
- 15.04 **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.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **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 the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County 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.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **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; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County 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 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County 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 the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **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.

**16.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
<p>By: _____ Contracts/Purchasing Officer</p> <p>Date: _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Lori A. Medina, DSS Director</i> <small>463417CD5EC7426</small></p> <p>Date: _____ Department Head (if applicable) 6/29/2020   11:04 AM PDT</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form<sup>1</sup> by: _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Anne Brunton, County Counsel</i> <small>07025F3AA36B4A4</small></p> <p>Date: _____ County Counsel 6/1/2020   9:51 AM PDT</p> <p>Approved as to Fiscal Provisions<sup>2</sup> by: _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Burcu Mousa</i> <small>811C333563B9474</small></p> <p>Date: _____ Auditor/Controller 6/1/2020   10:34 AM PDT</p> <p>Approved as to Liability Provisions<sup>3</sup> by: _____</p> <p>Date: _____ Risk Management</p>	<p style="text-align: center;">TMD Creative</p> <p>Contractor's Business Name* _____</p> <p>By: _____ <small>DocuSigned by:</small></p> <p><i>Nicholas M. Pasulli, President/CEO</i> <small>476457D725864F5</small> (Signature of Chair, President, or Vice-President) *</p> <p>Name and Title _____</p> <p>Date: _____ 5/28/2020   11:54 AM PDT</p> <p>By: _____ <small>DocuSigned by:</small></p> <p><i>Nicholas M. Pasulli, Secretary/Treasurer</i> <small>476457D725864F5</small> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *</p> <p>Name and Title _____</p> <p>Date: _____ 5/28/2020   11:57 AM PDT</p> <p>By: _____ <small>DocuSigned by:</small></p> <p><i>Debra Pascasio, Accounts Receivable Asst.</i> <small>CCC5B858598E457</small></p> <p>Date: _____ 5/28/2020   11:58 AM PDT</p>

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## List of Exhibits

Exhibit	C	Budget
Exhibit	C-2	Budget
Exhibit	D	Billing Summary/Claim
Exhibit	D-2	Billing Summary/Claim
Exhibit	E	Child Abuse & Neglect Reporting
Exhibit	F	HIPAA
Exhibit	G	Certification Regarding Lobbying
Exhibit	H	Elder Abuse & Neglect Reporting



**TMD Creative**  
**Scope of Services/Payment Provisions • Family to Family**

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*July 1, 2020 – June 30, 2021*

**I. CONTACT INFORMATION**

**Contractor:** **Nicholas Pasculli, President**  
**TMD Creative**  
90 West Alisal  
Salinas, CA 93901  
Phone: (831) 758-6425  
Fax: (831) 758-3949

**County:** **Patricia L. Hernandez, J.D., Management Analyst**  
**Monterey County DSS**  
1000 South Main Street, Ste. 206  
Salinas, CA 93901  
Phone: (831) 759-6768  
Fax: (831) 784-2123  
[hernandezpl@co.monterey.ca.us](mailto:hernandezpl@co.monterey.ca.us)

**III. SCOPE OF WORK**

**CONTRACTOR** shall provide ongoing technical marketing assistance and web-site development/maintenance for the Family-to-Family website. This includes support, maintenance and continued development of materials for Family-to-Family efforts aimed at recruiting Foster Care/Adoptive caregivers. Activities may include but are not limited to:

- Web support for Family-to-Family
- Social Media Integration, monthly maintenance and support for Family-to-Family;
- Coordination, development and purchasing of television, radio and print ads that promote Family-to-Family. All ads and purchasing to be coordinated with Department of Social Services (FCS) point of contact;
- Development of two (2) 30 second commercials (English and Spanish) to be aired December 2020 and May 2021.
- Marketing design to update existing materials and to develop new outreach and recruitment tools; and
- Printing of new materials.

**EXHIBIT A**

**III. PAYMENT PROVISIONS**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, Payment Conditions, of this Agreement. This Agreement is based on a not-to-exceed amount per deliverable as identified in **Exhibit C, Budget**. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month for services rendered in the previous month in the form set forth in **Exhibit D, Invoice**.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred and five thousand, five hundred dollars (\$105,500.00)**.

*(Remainder of this page intentionally left blank)*

**SCOPE OF SERVICES/Payment Provisions**  
**TMD Creative (The Marketing Department, Inc.)**  
**July 1, 2020 to June 30, 2021**

**I. CONTACT INFORMATION**

For Contractor: Nicholas Pasculli, President  
TMD Creative (The Marketing Department, Inc.)  
90 West Alisal Street  
Salinas, Ca 93901  
Phone: (831) 758-6425  
Fax: (831) 758-3949

For County: Jerry Kulper  
Management Analyst III  
Community Benefits  
1000 S. Main Street, Suite 208  
Salinas, Ca 93901  
Phone (831) 796-1520 Fax (831) 755-8408

**II. SCOPE OF WORK**

**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 a required in-person orientation to customers and web-based program information. The video and website are made available in English and Spanish.

Specifications include:

- Web and video design, maintenance and support
- Creative consulting for MC-CHOICE
- Layout and graphics development
- Videographic Design/Animation

### **III. Payment Provisions**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6 of this Agreement, PAYMENT CONDITIONS. The agreement is based on a not-to-exceed amount per deliverable identified in **Exhibit C, Budget**. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month following the month in which services were rendered in the form set forth in **Exhibit D, Invoice**.

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2020 – June 30, 2021 shall not exceed **Five Thousand Dollars (\$5,000)**.

*(remainder of this page intentionally left blank)*

**EXHIBIT B**

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) 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** and shall include an invoice number.

**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 10**. **If the Final Invoice is not received by COUNTY by close of business on July 10, 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:** 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**. Only the costs listed in **Exhibit C** 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.

**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.

## EXHIBIT B

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 A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, 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.

## EXHIBIT B

- 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

**EXHIBIT B**

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**.



## EXHIBIT B

- **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.

## EXHIBIT B

**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. CONTRACT ADMINISTRATORS

**5.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Christine Duncan** 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.

**5.02 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.

## EXHIBIT B

### VI. 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.

### VII. 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.

TMD Creative  
July 1, 2019 - June 30, 2020  
BUDGET

EXHIBIT C

Name Of Agency: TMD Creative

CATEGORY	FAMILY-TO-FAMILY
Internet Marketing Development	\$5,000
Website Maintenance	2,000
Website Expansion	3,000
Social Media Support	1,500
Print Material Design	5,000
Television Placment	40,000
Radio Placment	14,000
Newspaper Placment	17,000
Media Production	7,000
Miscellaneous	2,000
Subtotal	96,500
Sales Tax 9.25%	9,000
<b>TOTAL</b>	<b>\$105,500</b>

TMD Creative (The Marketing Department, Inc.)  
07/01/20-06/30/21

BUDGET

Name of Agency: TMD Creative

LINE ITEM	TOTAL CONTRACT FUNDS
Web Maintenance and Hosting for 12 months (\$50/month) from July 01, 2020 through June 30, 2021	\$600
Technical Assistance and Design for MC-CHOICE website and CalWORKs Orientation Video	\$4,400
Total	\$5,000

The total amount payable by the County shall not exceed \$5,000.

TMD Creative  
 July 1, 2019 - June 30, 2020  
**Billing Summary/Claim**

**Exhibit D**

Invoice Number: \_\_\_\_\_

Name Of Agency: TMD Creative

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Internet Marketing Development	\$5,000		
Website Maintenance	2,000		
Website Expansion	3,000		
Social Media Support	1,500		
Print Material Design	5,000		
Television Placment	40,000		
Radio Placment	14,000		
Newspaper Placment	17,000		
Media Production	7,000		
Miscellaneous	2,000		
Subtotal	96,500		
Sales Tax 9.25%	9,000		
<b>TOTAL</b>	<b>\$105,500</b>		

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

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 Monterey County DSS Authorized Signature

\_\_\_\_\_  
 Date



**EXHIBIT E**

**CHILD ABUSE & NEGLECT REPORTING  
CERTIFICATION**  
TMD Creative

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:  
  
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Authorized Signature

5/28/2020 | 11:54 AM PDT

Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.



## EXHIBIT F

### Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

#### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

**EXHIBIT F****II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

**EXHIBIT F**

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

**III. AVAILABILITY OF PHI**

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

**IV. TERMINATION**

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

**V. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

**EXHIBIT F**

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:** TMD Creative

By: DocuSigned by:  
*Nicholas M. Pasulli, President/CEO*  
476457D725864F5...

Title:

5/28/2020 | 11:54 AM PDT

Date: \_\_\_\_\_

**EXHIBIT G**

**CERTIFICATION REGARDING LOBBYING**

**TMD Creative**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:  
  
 Signature 476457D725864F5... Title

TMD Creative  
Agency/Organization

5/28/2020 | 11:54 AM PDT

Date

**ELDER/DEPENDENT ADULT  
ABUSE & NEGLECT REPORTING  
CERTIFICATION**


TMD Creative

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:  
  
476467D726864F6...  
Authorized Signature

5/28/2020 | 11:54 AM PDT

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

WELFARE AND INSTITUTIONS CODE  
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.





## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



97-CM-Q050-4 001569

CMP-4786.1  
Page 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS  
(Scheduled)**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number: 97-CM-Q050-4**

**Named Insured:**

**MARKETING DEPARTMENT INC  
90 W ALISAL ST  
SALINAS CA 93901-2729**

**Name And Address Of Additional Insured Person Or Organization:**

✓  
**COUNTY OF MONTEREY, CONTRACTS  
PURCHASING DEPT THE COUNTY OF  
MONTEREY, ITS OFFICERS,  
AGENTS & EMPLOYEES  
168 W ALISAL ST  
SALINAS CA 93901-2487**

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
- a. **Ongoing Operations**
    - (1) Your acts or omissions; or
    - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or
  - b. **Products — Completed Operations**  
"Your work" performed for that additional insured and included in the "products-completed operations hazard".
- However, Paragraph 1. above is subject to the following:
- a. The insurance afforded to the additional insured only applies to the extent permitted by law;
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
  - c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
    - (1) is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
    - (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2019

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

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

<b>PRODUCER</b> Visual Media Alliance Ins Svcs 665 Third Street, Suite 500 San Francisco, CA 94107-1990 David Katz	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> The Marketing Department, Inc. Debra Parcasio 307 Main Street, Suite 100 Salinas, CA 93901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Oak River Insurance Co.</td> <td style="width: 20%;">NAIC # 34630</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Oak River Insurance Co.	NAIC # 34630	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Oak River Insurance Co.	NAIC # 34630												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	MAWC027083 EVIDENCE ONLY	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Evidence of Workers' Compensation Insurance in Force.

<b>CERTIFICATE HOLDER</b>  COUNTYM1  Monterey County Dept. of Social Services Attn: John Vaught 1000 South Main St. Suite 304 Salinas, CA 93901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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