

## 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:

Tovar Strategies Inc. dba TMD Creative Inc.

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(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:** Website creative direction and content review for the Services to Education websites; social media design and management; and video and photography services for Health Department, Behavioral Health Bureau.

### 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: \$ **171,900**

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from 10/15/2023 to 8/30/2025, 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:** Exhibit B: Assurance of Compliance with Monterey County Cultural Competency Policy  
Exhibit C: Invoice

## 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 or 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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 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.

## 15.0 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>	<b>FOR CONTRACTOR:</b>
Elsa Jimenez Director of Health Services	Monica Tovar President
Name and Title	Name and Title
1270 Natividad Road, Salinas CA, 93906	90 W. Alisal Street, Salinas, CA 93901
Address	Address
(831) 755-4526	831-758-6425
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

Tovar Strategies Inc. dba TMD Creative  
10/15/2023-8/30/2025

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

Tovar Strategies, Inc

By: DocuSigned by: Debra Wilson
707410338A40D44D...
Contracts/Purchasing Officer
10/23/2023 | 7:42 AM PDT

By: DocuSigned by: Contractor/Business Name \*
Monica Tovar
8023340542664F0...
(Signature of Chair, President, or Vice-President)
Monica Tovar President

By: DocuSigned by: [Signature]
674309460046793...
Department Head (if applicable)
10/23/2023 | 8:16 PM PDT

Date: 10/17/2023 | 11:04 AM PDT
Name and Title

Approved as to Form
County Council
Leslie J. Girard, County Counsel

By: DocuSigned by: Shane Ehn Strong
800450452000400...
Office of the County Counsel
10/20/2023 | 11:34 AM PDT

By: DocuSigned by: [Signature]
AC24DE0F6C2B42A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
William Tovar Assistant secretary

Approved as to Fiscal Provisions
By: DocuSigned by: Patricia Ruiz
E702E4000000000...
Auditor/Controller
10/23/2023 | 7:29 AM PDT

Date: 10/17/2023 | 11:12 AM PDT
Name and Title

By: Risk Management
Date:

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Tovar Strategies Inc. dba TMD Creative
10/15/2023-8/30/2025

## **EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS**

County of Monterey Standard Agreement  
by and between

County of Monterey, Health Department, Behavioral Health Bureau,  
Hereinafter referred to as "COUNTY"

AND

Tovar Strategies Inc. dba TMD Creative Inc., hereinafter referred to as "CONTRACTOR"

### **I. SCOPE OF SERVICES**

#### **A. PURPOSE**

The Mental Health Services Oversight and Accountability Commission awarded the County a 4-year Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school sites and to refine and enhance suicide prevention, intervention, and postvention protocols with the goal of improving student mental health and wellbeing. To guarantee access to information about grant-funded endeavors as required by the MHSSOAC and to spread awareness of mental health supports for school-aged children and youth, grant funding was allocated for web design and media specialist services.

CONTRACTOR will provide creative direction and oversight and content review for web and media content to increase awareness of and linkage to mental health services for students and their families.

CONTRACTOR will provide content management, metrics, social media design and management, paid ad placement, and video and photography services in accordance with the needs of the county to meet these objectives.

#### **B. SERVICES**

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

##### **1. Website Development**

- a) CONTRACTOR shall provide website design for services for school-aged children within the COUNTY established website. CONTRACTOR shall provide design mock-ups as well as graphics, fonts, and photos needed for COUNTY to recreate the design on county website.
- b) COUNTY shall provide any necessary County of Monterey logos and images for use on the site.
- c) COUNTY shall provide necessary text and content information needed for all pages.

- d) CONTRACTOR shall provide content review and editing for all pages of the site.
- e) CONTRACTOR shall identify keywords that target desired audience and give recommendations on aligning content with the keywords. CONTRACTOR shall lay foundation for Search Engine Optimization (SEO) by identifying search-friendly URL options and provide to COUNTY.

2. Design and Messaging

- a) CONTRACTOR shall provide creative direction and development of concept messaging across all platforms, including website, Facebook, Instagram, and print materials.
- b) CONTRACTOR shall provide creative direction and oversight of all design components, including integration of branding and design elements (colors, simple page transitions, and header and footer appearance). COUNTY must approve all design elements.
- c) CONTRACTOR shall meet with the COUNTY a minimum of 2 hours to identify target audiences, review strategies for distribution of information to the public, and provide overview of channels to be utilized to share information.
- d) CONTRACTOR shall create design comps based upon the preliminary design concept in CONTRACTOR hosted environment. All development activities and review of the design concept will be performed in CONTRACTOR hosted environment.
- e) CONTRACTOR shall develop themes and templates for printed collateral materials, including flyers, brochures, and information cards.
- f) CONTRACTOR shall design social media graphics and templates consistent with the identified branding and messaging themes.
- g) CONTRACTOR shall make necessary adjustments to messaging or communication strategies based on CONTRACTOR recommendations or COUNTY needs.
- h) CONTRACTOR shall provide printed materials and/or swag items as requested by COUNTY.

3. Social Media

- a) CONTRACTOR shall provide social media management services through content calendar management and strategy, hashtag research, and overall implementation.
- b) CONTRACTOR shall assess existing assets such as previously designed art and templates and overall branding.
- c) COUNTY shall provide all login and access information to enable CONTRACTOR to perform assessment and ongoing management. COUNTY shall provide access to previous posts and logos.
- d) CONTRACTOR shall review and refine photos options and initial text provided by the COUNTY and provide appropriate captions and hashtags.
- e) CONTRACTOR agrees to post a minimum of two posts per week on each platform agreed upon by CONTRACTOR and COUNTY.

- f) CONTRACTOR shall provide analytic reports for each platform showing activity and growth once per month.
  - g) CONTRACTOR shall provide up to 24 months of sponsored ad oversight to better engage with target audiences and drive individuals to specific calls to action.
4. Photography and Videography
- a) CONTRACTOR shall provide photography and videography services at the rate specified in Rate Table.
  - b) CONTRACTOR shall include the editing and toning of all professional photographs to be used on the site in the photography fee rate specified in Rate Table.
  - c) CONTRACTOR shall guarantee that photographer will follow best practices with all photography and editing, and shall provide 2 hours of reshoot at no additional cost if requested by COUNTY.
  - d) CONTRACTOR acknowledges that all professional photos taken, and all stock photos purchased for the purpose of this agreement are the property of the County of Monterey.
  - e) CONTRACTOR shall create, shoot, and edit videos up to two minutes long in English and Spanish at rate specified in Rate Table below.
5. Television Media Placement
- a) CONTRACTOR shall provide the opportunity for outreach and community engagement through paid advertising space on KION 46, FOX 35, Telemundo, and CW as part of their Be Mindful campaign.
6. Spanish Translation Services
- a) CONTRACTOR shall provide the Spanish translation of written and verbal communications, including website content, print materials, social media graphics and any associated hashtags and captions, and video production upon request of COUNTY.
  - b) COUNTY shall determine what content will need to be translated.
  - c) CONTRACTOR shall provide the Spanish translation of the content at as per Rate Table below.
  - d) COUNTY must approve what content is to be considered technical for translation purposes prior to translation.
7. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

C. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy.D.  
 Deputy Director, Child and Adolescent Services  
 Monterey County Behavioral Health Bureau  
 951-B Blanco Circle  
 Salinas, CA 93901  
 (831) 784-2170

## II. PAYMENT PROVISIONS

### A. COMPENSATION/PAYMENT

1. County shall pay a maximum amount not to exceed **\$171,900** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.
2. The total compensation for services rendered shall be based on the following rates:

<u>DELIVERABLE</u>	<u>TERMS</u>	<u>RATE</u>
<b>Website Development</b>		
Investment	Not to exceed 80 hours per year and \$26,400 total.	\$165/hour
<b>Design and Messaging</b>		
Messaging and Strategy	Not to exceed 40 hours per year and \$12,000 total.	\$150/hour
Design Services	Not to exceed 80 hours per year and \$26,400 total.	\$165/hour
Print Investment	Not to exceed \$12,000 of materials.	Up to \$12,000 total.
<b>Social Media</b>		
Social Media Management	Up to 24 Months of Social Media management. Includes 2 posts per week. Work shall not exceed 10 hours per month. Total cost will not exceed \$28,800.	\$1,200/month
Social Media Paid Ad Placement	Up to 24 Months of sponsored ad oversight at \$24,000.	\$1,000/month
<b>Photography and Videography</b>		
Photography	Not to exceed 4 hours of shooting and photo editing per year and \$3,200 total.	\$400/hour
Video Production: English	Not to exceed 3 hours of shooting and editing per year and \$5,000 total.	\$833.33/hour
Video Production: Spanish	Not to exceed 3 hours of shooting and editing per year and \$5,000 total.	\$833.33/hour
<b>Television Media Placement</b>		
Media Placement	\$350 per 30-second spot. Not to exceed	\$350/30-second spot

	\$21,000 total.	
<b>Translation Services</b>		
Spanish Translation - Website	Not to exceed 10 hours per year and \$2,700 total.	\$135/hour
Spanish Translation – Marketing Materials	Not to exceed 10 hours per year and \$2,700 total.	\$135/hour
Spanish Translation – Social Media Materials	Not to exceed 10 hours per year and \$2,700 total.	\$135/hour
<b>Total</b>	<b>\$171,900</b>	

3. There shall be no travel reimbursement allowed during this Agreement.
4. CONTRACTOR will submit a claim on a monthly basis using Exhibit C: Behavioral Health Invoice Form for services rendered via email to [MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us).
5. Claims shall be submitted within thirty (30) days after the end of each month, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after thirty (30) calendar days following the end of the fiscal year, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County.

#### B. CONTRACTORS BILLING PROCEDURES

1. NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
2. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
5. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

*(The remainder of this page is intentionally left blank)*

## **EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY**

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In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

### **Organizations in a Culturally Competent Service System Promote:**

#### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

#### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

#### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

- Provide options for services, which are consistent with the client’s beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%)
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

Tovar Strategies, Inc. dba TMD Creative

Contractor (Organization Name)

DocuSigned by:  
*Monica Tovar*  
8823310512564E8...

Signature of Authorized Representative

10/17/2023 | 11:04 AM PDT

Date

Monica Tovar

Name of Authorized Representative

Owner

Title of Authorized Representative

## EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH - INVOICE FORM

EXHIBIT C		County of Monterey Behavioral Health - Invoice Form				
<b>Contractor:</b>	Tovar Strategies, Inc. dba TMD Creative	<b>Invoice Number:</b>				
<b>Address Line 1:</b>	90 West Alisal Street	<b>County PO No.:</b>				
<b>Address Line 2:</b>	Salinas, CA 93901	<b>Invoice Period:</b>				
<b>Tel. No.:</b>	831-758-6425	<b>Final Invoice :</b>	(Check if Yes) <input type="checkbox"/>			
<b>Contract Term:</b>	Upon Execution to 8/30/2025	<b>BH Control Number</b> <span style="background-color: #cccccc; padding: 2px;"></span>				
<b>BH Division :</b>	Behavioral Health					

  

Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A	N/A
	Website Development - Investment - Rate Per Hour	\$165				
	Messaging and Strategy - Rate Per Month	\$500.00				
	Design Services - Rate Per Hour	\$165.00				
	Print Investment - See Exhibit A - Rate Table for Details (\$12,000 maximum)					
	Social Media Management - Rate Per Month	\$1,200.00				
	Social Media Paid Ad Placement - Rate Per Month	\$1,000.00				
	Photography - Rate Per Hour	\$400.00				
	Video Production - English - Rate Per Hour	\$833.33				
	Video Production - Spanish - Rate Per Hour	\$833.33				
	Television Media Placement - Rate Per 30-Second Spot	\$350.00				
	Translation Services - Spanish - Website - Rate Per Hour	\$135.00				
	Translation Services - Spanish - Marketing Materials - Rate Per Hour	\$135.00				
	Translation Services - Spanish - Social Media Materials - Rate Per Hour	\$135.00				
<b>TOTALS:</b>						

**Provide Details for each Date Service:**

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____	Date: _____
Title: _____	Telephone: _____

<b>Email to:</b>	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>	Behavioral Health Authorization for Payment
		Authorized Signatory _____ Date _____