

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #1 to AGREEMENT #A-12260

Peacock Acres, Inc.

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Peacock Acres, Inc. (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for transitional housing services for foster youth between the parties executed on August 3, 2012 (hereinafter, "Original Agreement") by adding \$104,000 to maintain appropriate levels of service for the target population, increasing the total contract amount to \$309,350. Therefore, the parties agree:

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

1. SERVICES TO BE PROVIDED: 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 transitional housing for former foster youth ages 18 to 24.

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

2. PAYMENTS BY COUNTY: 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 CONTRACTOR under this agreement shall not exceed the sum of \$309,350.

3. Section 4 of the Original Agreement is amended to read as follows:

4. ADDITIONAL PROVISIONS/EXHIBITS: The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSES Additional Provisions
Exhibit CC	Program Budget
Exhibit D-1	Invoice
Exhibit D-2	Monthly Activity Report
Exhibit E	Child Abuse and Neglect Reporting
Exhibit F	HIPPA Business Associate Agreement
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements

4. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.02 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**. Only the costs listed in **Exhibit CC** 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**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** 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.

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 Exhibits A and C of the Original Agreement are rescinded, and replaced by Exhibits AA and CC, attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

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

COUNTY OF MONTEREY:

By: _____
Elliott Robinson
Director, DSS

Date: _____

Approved as to Form:

J. Michael Hogan
Senior Deputy County Counsel

Date: 03-29-13

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 3-29-13

**CONTRACTOR:
Peacock Acres, Inc.**

By: _____
(CEO, Chair, President)

Ernest Howard CEO
(Print Name & Title)

Date: 3/26/13

By: [Signature]
(Secretary, CFO, Treasurer)

Amy Bordi Secretary
(Print Name & Title)

Date: 3/26/13

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
& PEACOCK ACRES, INC.

TRANSITIONAL HOUSING SERVICES – PLUS (THP+)
JULY 1, 2012 – JUNE 30, 2013

Scope of Services/Payment Provisions

I. CONTACTS

1. Contract Administrators:

<i>County</i>	<i>Contractor</i>
Virginia R. Pierce, Management Analyst III DSES, Family & Children’s Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 Piercevr@co.monterey.ca.us	Ernest Howard, CEO 838 South Main Street, Suite A Salinas, CA 93901 Tel: 831-754-3635 FAX: 831-754-4733 Kidsx12@msn.com

2. Administrative Oversight Team:

Virginia R. Pierce, Management Analyst III	Ernest Howard, CEO
Christine Lerable, Program Manager II DSES, Family & Children’s Services 1000 S. Main Street, Suite 112 Salinas, CA 93901 Tel: 831-755-8498 FAX: 831-755-4600 lerabc@co.monterey.ca.us	Steve Duran, Director of Programs Peacock Acres-PATH-Plus 838 South Main Street, Suite A Salinas, CA 93901 (831)754-3635 FAX: (831)754-4733 Sduran-pathplus@sbcglobal.net
Sharon Gold, Social Worker V DSES, Family and Children’s Services 1000 S Main Street, Suite 206 Salinas, CA 93901 Tel: 831-755-4475 FAX: 831-755-4600 GoldS@co.monterey.ca.us	Greg Glazzard, Program Services Manager, Monterey County Probation Department 1422 Natividad Road Salinas, CA 93906 Tel: 831-755-3912 125 FAX: 831-755-3 GlazzardGG@co.monterey.ca.us

II. PURPOSE

The purpose of this agreement is to provide THP+ services to current participating eligible State of California foster and probation youth, emphasizing service provision to emancipated Monterey County youth through June 30, 2013. This Scope of Service agreement will specify the mechanism/procedures to be used for the screening, acceptance and services to be provided through THP+. It will also cover the tracking, claiming and reporting on the number of children served and the process for the CONTRACTOR to request service funds. It will also outline and specify the roles and responsibilities of all parties.

III. TARGET POPULATION

The target population for this agreement is former California foster youth ages 18 to 24, who left foster care on or after their 18th birthday.. Any California Youth who has left foster care or placement through the probation system in a county with an approved THP+ program is eligible for THP+. At this time the target population for THP+ is broad, but does include the following categories below:

1. Youth who must exit foster care in 2012 due to turning 19 years of age and not meeting AB 12 eligibility criteria.
2. Youth with no permanent connections.
3. Pregnant and/or parenting youth.
4. Youth on Probation; Youth that have emancipated from the probation and/or foster care systems who remain on Probation
5. Currently homeless
6. College-Bound youth
7. Youth with Mental or Physical Disabilities
8. LGBTQ Youth

Eligible youth may participate in THP+ for up to 24 total months from the ages of 18 to 24.

IV. CONTRACTOR RESPONSIBILITIES:

The **CONTRACTOR** shall:

1. Adhere to the 4-key principles codified in the THP+ statute. These principals are 1)Age appropriateness: THP+ programs must recognize that emancipated foster youth are legal adults and should be subject to fewer restrictions than those who are younger. 2) Distinct from foster care: THP+ Programs must have program rules that are distinct from those that apply to youth currently in foster care 3) Greatest amount of freedom possible; THP+ programs must allow youth to have the greatest amount of freedom possible in order to prepare for self-sufficiency and 4) Strong emphasis on supportive services: THP+ is not a sole housing program. It is a supportive housing program, which regularly provides youth a wide range of supportive services.
2. Participate in the data collection and evaluation tool required by the COUNTY for all THP+ participants, allowing the State and COUNTY access to data, statistics, records and other documents upon request to allow them to carry out their responsibilities and comply with reporting requirements.
3. Require its THP+ staff that provide direct services to children and families to complete THP+ training and adolescent development training to include those trainings requested and/or approved by the COUNTY.

EXHIBIT AA

4. Collaborate with parents and community partners, such as the Department of Social and Employment Services, Hartnell Community College, the Health Department, Special Education Local Planning Agencies (SELPA), school districts, Department of Behavioral Health and other Non-Government Organizations (NGOs) service providers, for the purpose of planning and providing individualized services for youth in THP+.
5. Maximize available funding for THP+ by soliciting grants, foundation money, services and supports through existing opportunities, agency and nonprofit providers whenever possible to develop community-based service alternatives.
6. Submit all required COUNTY and/or State reports detailing program activities in the specified time frames to include incident reports and quarterly reports.
7. Submit collaborative, completed and signed THP+ Case plans, or STEP Transitional Independent Living Plans (T.I.L.P), within the timeframes identified by the COUNTY.
8. Comply with all the requirements of Senate Bill 1808, the original State funding source for THP+, as applicable.
9. Finalize and implement an appropriate Grievance procedure for THP+ youth including County participation in the process prior to July 1, 2012.
10. Review and update THP+ program plan to comply with State and County requirements.
11. Comply with all appropriate fair housing laws such as the Fair Housing Act of 1968, applicable to each program type.
12. Comply with Monterey County's THP+ Plan, and any written COUNTY policies and procedures relative to the implementation, maintenance and evaluation of its THP+ program.
13. Maintain all documentation necessary to support costs of service delivery and effectiveness of the program, and to track youth participating in the THP+ program providing this information to the COUNTY upon request.
14. Provide individualized case management services to youth in the program that includes bi-weekly face to face meetings where the residents STEP-TILP is reviewed and modified.
15. Provide not less than monthly program meetings for all residents to address program issues and the provision of identified training on core independent living skills.
16. Provide appropriate service referrals for youth to meet their clinical, medical, educational and employment needs that includes 1:1 coaching and support regarding obtaining these identified services.
17. Track youth who have exited the THP+ program and offer agreed upon aftercare services.
18. Cooperate in an ongoing assessment and evaluation of the program by the COUNTY to include an annual site-visit for program assessment, compliance and evaluation.
19. Participate in quarterly multi-agency management oversight committee meetings through Monterey County's Young Adult Resource Collaborative (YARC), or other identified group.
20. Participate in monthly THP+/TAY (Transitional Age Youth) oversight meetings with the COUNTY and others as identified.
21. Formalize a solid transition plan for identified youth residing in THP+ to exit THP+ in a timely manner that will allow for the CONTRACTOR to meet the decrease in census requirements by January 1, 2013.

V. COUNTY RESPONSIBILITIES

The COUNTY shall:

1. Certify the chosen THP+ provider and site(s).
2. Approve the CONTRACTOR'S THP+ program plan.
3. Encourage collaboration among parents and community partners, such as the Department of Social and Employment Services, the Health Department, Behavioral Health, special education local planning agencies, school districts, and NGOs, for the purpose of planning and providing individualized services for THP+ youth.
4. Convene a not less than monthly THP+/TAY team meetings regarding THP+.
5. Perform ongoing program assessment and audit to ensure program compliance and fidelity.
6. Complete an annual site-visit for program assessment, compliance and evaluation.
7. Act as the gatekeeper regarding eligibility for all youth referred to the THP+ program.
8. Participate in the participant Grievance process as agreed upon and outlined by the CONTRACTOR.
9. Monitor the THP+ program to ensure compliance with the COUNTY's THP+ Plan, and policies and procedures relative to the implementation, maintenance and evaluation of the THP+ program.
10. Comply with the requirements of Senate Bill 1808, as applicable.
11. Participate in management oversight committee meetings as requested.
12. Assist the CONTRACTOR in determining Medical eligibility on all youth.
13. Identify a THP+ COUNTY Social Worker who will assist in the screening, referral and selection of appropriate eligible youth for the program.
14. Participate in a randomly selected internal case audit of the program on a quarterly basis to review service provision, program practices, fiscal practices and fidelity to the four key principals of THP+.
15. Maintain a THP+ enrollment log for fiscal and program reconciliation.

VI. FISCAL PROVISIONS

For the purpose of this contract the following terms apply:

1. The COUNTY and CONTRACTOR acknowledge that funding for this agreement is being provided in order to provide THP+ services.
2. The maximum amount of funding that may be expended under this Agreement for the period July 1, 2012 through June 30, 2013 is **three hundred nine thousand, three hundred and fifty dollars (\$309,350)**.
3. A unit of service consists of a THP+ slot, hereinafter "slot", in which a youth has been enrolled and approved by the designated THP+ referral process to receive THP+ services.
4. The basic THP+ slot rate, as determined by CONTRACTOR and COUNTY, is estimated at \$2,340.00.
5. The basic THP+ slot rate may be modified should there be an adopted state requirement to utilize a universal THP+ state rate.
6. The COUNTY shall allocate sufficient funding to reimburse the CONTRACTOR for services, at an average projected usage of eleven (11) paid slots per month for the duration of the contract.
7. The CONTRACTOR shall submit all invoices pursuant to the invoicing procedures set forth in **Exhibit CC**, and using the invoice form set forth in Exhibit D-1.
8. The COUNTY shall reimburse the CONTRACTOR pursuant to the invoicing procedures set forth in **Exhibit CC**.

9. The CONTRACTOR agrees to complete a monthly budget regarding each THP+ participating youth set forth in Exhibit D-2. This will include specific THP+ funds that were expended on the youth. The youth will be included in this monthly budget process. The CONTRACTOR will provide these budget sheets to the COUNTY upon request.

VII. PROGRAM EXPECTATIONS

1. All youth participating in THP+ will be given the same landlord/tenant rights of any youth renting a living space independently.
2. Youth participating in THP+ will have a case manager/ youth ratio of no more than 1:12. Case managers will meet with the youth not less than once per month to review the Step-TILP and the youth's overall life plans and goals.
3. Case management functions and house management functions will be distinct from one another.
4. Decisions for acceptance into the THP+ program will be a mutual decision making process between the CONTRACTOR and COUNTY.
5. Program models for the THP+ program will be flexible and meet the needs of the youth participant while also meeting the program model requirements.
6. THP+ updated program plan, program rules and regulations will be clearly defined, mutually agreed upon and provided to the COUNTY by July 1, 2012.

VIII. MEETINGS/COMMUNICATIONS

1. The COUNTY and the CONTRACTOR will hold monthly THP+/TAY contract and program monitoring meetings.
2. The Young Adult Resource Collaborative (YARC), or a similar private public partnership body identified by the COUNTY, will act as a community advisory group for THP+. The CONTRACTOR will participate in YARC meetings which usually occur on a quarterly basis.
3. The COUNTY will identify a social worker or DSES manager to act as a liaison between the THP+ program and the COUNTY. This person will not perform any case management functions, but will provide technical support and oversight to the CONTRACTOR on a case by case basis.
4. The Out-of-Home-Care policy committee shall act as an executive oversight team regarding THP+. Program concerns, disputes and resolutions that cannot be agreed upon at the AOT level may be brought to the Out of Home Care policy committee. The contract administrator for the COUNTY shall act as liaison to the Out-of-Home Care committee and will facilitate committee meetings as appropriate.

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
& PEACOCK ACRES, INC.**

**TRANSITIONAL HOUSING PROGRAM PLUS (THP+)
July 1, 2012 – June 30, 2013**

Program Budget/Invoice Procedures

A. PROGRAM BUDGET

1. Budget

Budget Item	Average Budgeted Cost
THP-PLUS	\$2,340 per youth per month
TOTAL BUDGET:	\$309,350

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2012 through June 30, 2013 is **three hundred nine thousand, three hundred and fifty dollars (\$309,350)**.

2. Slot Payment Rates

Service Slot Category	Payment Rate	
		Estimated average number of youth
Youth	\$2,340	11

B. INVOICE PROCEDURES

The contractor shall submit a monthly invoice within 10 days following the end of the billing month. The invoice shall be submitted in the format presented in Exhibit D-1 and shall contain the original signature of the person authorized to submit claims for payment. Any required documentation, as noted on the invoice form, shall be submitted with the invoice.