

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:

Peacock Acres, Inc.

(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:

Transitional housing and case management for homeless youth 18-24 years of age

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: \$901,600.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2022, 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 10A for List of Exhibits

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\$901,600

Agreement ID: 5010-44

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

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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:

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Ernest Howard CEO
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 838 South Main Street, Suite A Salinas, California 93901
Address 831-755-4430	Address 831-754-3635
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
By: _____ Contracts/Purchasing Officer Date: _____ By: _____ Department Head (if applicable) Date: _____ By: _____ Board of Supervisors (if applicable) Date: _____ Approved as to Form¹ _____ By: _____ County Counsel Date: _____ Approved as to Fiscal Provisions _____ By: _____ Auditor/Controller Date: _____ Approved as to Liability Provisions³ _____ By: _____ Risk Management Date: _____	Peacock Acres, Inc. Contractor's Business Name* By: ☒ _____ (Signature of Chair, President, or Vice-President) * ☒ George Lopez - Chair Name and Title Date: ☒ 7/2/2020 By: ☒ _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) * ☒ _____ Name and Title Date: ☒ July 02, 2020

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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

List of Exhibits

Exhibit	C	Budget
Exhibit	D	Monthly Report of Expenditures 7/20-6/21
Exhibit	D-1	Monthly Report of Expenditures 7/21-6/22
Exhibit	D-2	Invoice
Exhibit	D-3	Monthly Activity Report
Exhibit	E	Child Abuse Reporting
Exhibit	F	HIPAA
Exhibit	G	Lobbying
Exhibit	H	Elder Abuse Reporting

EXHIBIT A**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
& PEACOCK ACRES INC.****TRANSITIONAL HOUSING and SUPPORTS for YOUTH 18-24***JULY 1, 2020 – JUNE 30, 2022***Scope of Services/Payment Provisions****I. CONTACTS****1. Contract Administrators:**

<i>County</i>	<i>Contractor</i>
Chelsea Chacon, Management Analyst III DSS, Family & Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-755-8596 FAX: 831-755-4600 ChaconC@co.monterey.ca.us	Ernest Howard, CEO Peacock Acres, Inc. 838 South Main Street, Suite A Salinas, CA 93901 Tel: 831-754-3635 FAX: 831-754-4733 ernest@peacockacres.org

2. Administrative Oversight Team:

Chelsea Chacon, Management Analyst III DSS, Family & Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-755-8596 FAX: 831-755-4600 ChaconC@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
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II. BACKGROUND

In 2001, the California state legislature created the Transitional Housing Placement – PLUS (THP+) Program in response to high rates of homelessness among former foster and probation youth. The THP+ Program provides subsidized housing and comprehensive supportive services to former foster and probation youth ages 18 to 24 for up to 24 months while they transition to independent living. Since 2008, Peacock Acres, Inc. has provided THP+ services (also known as the PATH Program) to youth in Monterey County while they practice independent living skills.

EXHIBIT A

In 2012, Assembly Bill (AB) 12 was enacted in California to extend foster care eligibility to youth ages 18 to 21 years old. Youth who participate in AB12 are eligible to receive monthly financial support for housing and case management. In order to qualify for extended foster care, youth must be 18-21 years old and have had an order for foster care placement on their 18th birthday. In addition, youth must agree to be enroll in high school, enroll in college/vocational school, work 80 hours per month, participate in a program/activity to find work, or have a medical/mental health condition that prevents them from working or going to school.

Monterey County has provided services to youth who have re-entered foster care, also known as non-minor dependents (NMD's), since the inception of AB12; however, Monterey County has not had emergency shelter for homeless youth who are in the process of re-entering foster care or NMD's who have lost housing while participating in AB12. In October 2019, the California Department of Social Services issued All County Letter (ACL) 19-105 that clearly specifies the County's obligation to provide safe housing for NMDs. Furthermore, the ACL states, "the placing agency is responsible for immediately offering a placement to the NMD prior to a re-entry hearing." Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) allocated funding to Monterey County for the purpose of providing housing stability and housing navigation services to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems. This allocation will be used to fund the transitional housing and supports provided by Peacock Acres, Inc.

As the sole provider of transitional housing for Monterey County's current and former foster and probation youth, Peacock Acres, Inc. is set up to provide emergency housing for NMD's. Peacock Acres, Inc. currently manages a Transitional Housing Program for youth ages 16 to 19 and a Transitional Housing Program Plus for youth ages 18 to 24. The mission of Peacock Acres, Inc. is to provide supportive housing, intensive case management, and life coaching for foster children and young adults who have been separated from their families. With high character and resolve, their youth are steered towards opportunities for healing and growth as they continue their journey toward a fulfilling, productive life.

III. PURPOSE

The purpose of this agreement is to continue to provide THP+ housing for former foster youth ages 18-24, create a 30-day Emergency Shelter Program for NMDs, and create supportive housing navigator resources for Monterey County at risk youth ages 18-21. This Agreement will specify the procedures for providing services through THP+, emergency shelter, and housing navigator services. It will also describe the tracking, claiming, and reporting requirements of the number of youth served through these programs and the process for the CONTRACTOR to request service funds. It will also outline the means of communication and specify the roles and responsibilities of all parties.

IV. TARGET POPULATION**A. THP+**

1. The target population to be served through THP+ is defined and prioritized as follows:
 - a. Former Monterey County foster youth ages 18 to 24, who left foster care on or after their 18th birthday;
 - b. Former California foster youth ages 18 to 24, who left foster care on or after their 18th birthday whose county has an approved THP+ plan;

EXHIBIT A

- c. Former foster youth who exited care prior to age 18;
 - d. Youth who have experienced non Title IV-E placements, such as mental health hospitalization or juvenile hall after the age of 16; and
 - e. Youth who have a dual diagnosis.
2. Eligible youth who are no longer court dependents, may participate in THP+ for up to 24 total months from the ages of 18 to 24.
 3. Since THP+ was designed for emancipated foster youth, it will not be utilized as an alternative for extended foster care (FC) should a THP+FC bed, or other Non-Minor Dependent type placement not be readily available for a youth. Youth exiting foster care at, or over, age eighteen will not be interviewed for the Peacock Acres Transitional Housing program (PATH) until their dependency is dismissed without the approval of the Contract Manager and Program Director.

B. Emergency Shelter Bed for NMD's

1. The target population to be served through Emergency Shelter for NMD's is defined as follows:
 - a. Re-entry
Former Monterey County foster or probation youth who exited or declined participation in extended foster care after their 18th birthday and have subsequently elected to re-enter foster care prior to their 21st birthday. The following is required:
 - The youth and responsible entity have signed the Voluntary Re-entry Agreement for Extended Foster Care (SOC 163), and
 - The youth does not have safe or appropriate housing and presents with a need of placement.
 - b. Loss of Housing
Current Monterey County NMD's who have lost or left their placement after efforts have been made to preserve that placement.
2. This Emergency Housing Program will be limited to a maximum of 30 calendar days per placement episode.

C. Housing Navigator

1. The target population to be served through the Housing Navigator Program is defined and prioritized as follows:
 - a. Any youth re-entering foster care or NMD who is searching for the following:
 - Relative or foster home;
 - Transitional Housing Program;
 - Short-Term Residential Therapeutic Program (STRTP); or
 - Supervised Independent Living Placement (SILP)
 - b. Any homeless youth aged 18-24 in search of housing referred by other community agencies, at the discretion of the COUNTY.
2. The Housing Navigator position will also work 1:1 with any youth who is placed in the Emergency Shelter bed to transition to a new, stable placement within the 30 day timeframe.

V. SERVICES**A. THP+**

1. CONTRACTOR shall provide housing and case management to eligible former foster and probationary youth ages 18 to 24. The goal of THP+ is to reduce homelessness and aid in

EXHIBIT A

transition to adulthood. THP+ is founded on the four key principles which are certified in the statute:

- a. Age-appropriate services to ensure THP+ youth are treated as adults;
 - b. Ensure the program is distinct from foster care;
 - c. Allow participants the greatest amount of freedom possible; and
 - d. Provide a strong emphasis on supportive services.
2. CONTRACTOR may incorporate any of the distinct THP+ housing models into their plan which consist of scattered site, host family, and single-site models.
 3. THP+ is not solely a housing program; it is a supportive housing program, which regularly provides youth a wide range of supportive services.

B. Emergency Shelter for NMD's

CONTRACTOR shall maintain a furnished studio apartment specifically for housing NMD's or youth re-entering foster care who are homeless or currently in an unsafe situation. This emergency shelter shall be provided to one youth for a maximum of 30 days. The CONTRACTOR shall provide:

1. Deposit and ongoing rent to ensure a bed for NMDS;
2. Monthly cost for maintaining utilities and household supplies;
3. Furniture;
4. Essential items while a NMD occupies the housing which include, but is not limited to, groceries, clothing, pillow, linens, towels, a weekly allowance, and laundry allowance.

C. Housing Navigator

The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigator activities include:

1. Locating and outreach to possible adult housing support options as identified by NMD for a possible SILP placement option.
2. Assist young adults aged 18-21 secure and maintain housing (with priority given to young adults in the state's foster care system);
3. Provide housing case management which includes essential services in emergency support to foster youth;
4. Prevent young adults from becoming homeless;
5. Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and local Continuum of Care;
6. Case management for NMD's in the emergency shelter; and
7. Assistance with application or move-in costs at the COUNTY's discretion.

VI. CONTRACTOR RESPONSIBILITIES:**A. For THP+, the CONTRACTOR shall:**

1. Participate in the data collection and evaluation tool required by the COUNTY via the John Burton THP+ Tracking System for all emancipated foster youth 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.
2. For those non-emancipated foster youth THP+ participants, a data collection and evaluation tool, outside of the John Burton tool, will be created and utilized by the CONTRACTOR.
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

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- and/or approved by the COUNTY. Completions of these training will be documented in staff personal files and available for review by the COUNTY as requested.
4. Collaborate with parents and community partners, such as the Department of Social Services, Hartnell Community College, the Health Department, Special Education Local Planning Agencies (SELPA), school districts, Turning Point, One Stop Career Centers, Department of Behavioral Health and other Non-Government Organization (NGO) 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. Work with the COUNTY on maintaining an up-to-date copy of the completed THP+ policy and procedure manual or program binder that reflects any changes to the program. This binder will be shared with youth participants upon their acceptance into the program and will be available for review by all COUNTY and CONTRACTOR staff and other interested parties.
 8. Submit collaborative, completed and signed THP+ Case plans, or STEP Transitional Independent Living Plans (T.I.L.P) for review as requested and within the timeframes identified by the COUNTY.
 9. Within the broadened scope of service participation, CONTRACTOR agrees to continue to comply with all the requirements of Senate Bill 1808, which was the original State funding source for THP+, as applicable.
 10. Collaborate with the COUNTY on the creation and implementation of best practice standards for the continuum of programs the CONTRACTOR provides to include group home, Transitional Housing Placement Program (THPP), THP+FC and THP+.
 11. Maintain an updated and implemented Grievance Procedure for THP+ youth including County participation that also outlines the differences between THP+ and THP+FC and THPP.
 12. Create and provide COUNTY with a program self-evaluation tool no later than July 1, 2020. Participants who have a length of stay not less than 4 months (or 120 days) will be asked to complete the tool within 60 days of exiting the program.
 13. Provide the COUNTY with the data and findings from the Self-Evaluation tool as described above two times per year; January and July for the previous six months of each contract year.
 14. Review and update THP+ program plan to comply with State and County requirements.
 15. Comply with all appropriate fair housing laws such as the Fair Housing Act of 1968, applicable to each program type.
 16. Employ a THP+ case manager with a Master's degree in Social Work, Psychology or other humans sciences field or employ a case manager with a minimum of 5 years of experience working with at-risk or foster youth or with the general Transitional Age Youth (TAY) population. Request to employ a Bachelor level case manager for THP+ must be made in writing and approved by the COUNTY Child Welfare Director or his/her designee.
 17. 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.
 18. 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.

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19. Provide individualized case management services to youth in the program that includes not less than bi-weekly face to face meetings where the residents STEP-TILP is reviewed and modified.
20. 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 providing dates and copies of agenda to COUNTY.
21. Provide appropriate service referrals for youth to meet their clinical, medical, and educational needs which includes 1:1 coaching and support regarding obtaining these identified services.
22. Track youth who have exited the THP+ program and offer agreed upon aftercare services.
23. 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.
24. Participate in quarterly multi-agency management oversight committee meetings through Monterey County's Young Adult Resource Collaborative (YARC), or other identified group.
25. Host and participate in monthly THPP/THP+FC/THP+/TAY (Transitional Age Youth)/Emergency NMD Shelter/Housing Navigator oversight meetings with the COUNTY and others as identified.
26. Formalize a solid transition plan for all youth residing in THP+ to exit THP+ in a healthy, timely manner.
27. Provide an up-to-date listing of all THP+ provider sites to allow for continuation of certification and oversight of the THP+ provider site(s).
28. Provide a monthly census tracking sheet on the THPP/THP+FC and THP+ programs managed by CONTRACTOR.
29. Participate in the planning and information sharing for Monterey County's structured Independent Living Program to include participation in the monthly ILP planning meetings as time allows.
30. CONTRACTOR will provide COUNTY with demographic, program and outcome information specific to all TAY housing programs they provide within Monterey County.
31. CONTRACTOR will contribute to all TAY housing sections of the CDSS ILP Annual Report, providing their narrative information not less than 21 days before the report due date.
32. For all youth participating in THP+ where mental health services and supports are needed, CONTRACTOR will work with the youth on completion of a referral to Monterey County Behavioral Health via the process provided through Monterey County Behavioral Health. This referral will be completed within 72 hours of the need for services being identified. Completion of the referral will also be documented in THP+ case notes. Mental Health referrals and specific needs of the young people in all PATH programs will be discussed at the monthly collaborative "Many PATHS" meeting.
33. CONTRACTOR agrees to work with the COUNTY on tracking all youth in the housing programs to best assess for stability, need, and growth.

B. For Emergency NMD Shelter, the CONTRACTOR shall:

1. Maintain a furnished studio apartment that can be accessed by a current NMD or re-entering NMD on an emergency basis.
2. Provide monthly household expenses and supplies.
3. Accept any youth referred by Monterey County DSS.
4. Create an agreement to be signed by the youth outlining program rules, expectations, and term of occupancy.
5. Submit a quarterly report to the COUNTY specifying the ongoing total number of youth placed in the emergency shelter for the year.

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6. Collaborate with the COUNTY on NMD requirements and housing options. Notify the COUNTY when the NMD only has 10 days left in the emergency shelter.
7. Contribute to the Department of Housing and Community Development's annual reports.
8. Host and participate in monthly THPP/THP+FC/THP+/TAY (Transitional Age Youth)/Emergency NMD Shelter/Housing Navigator oversight meetings with the COUNTY and others as identified.
9. Provide an incident report to the COUNTY if a youth breaks any of the agreed upon rules.
10. Schedule a CFT with the identified social worker or probation officer within 14 days of placement to discuss placement planning.

C. For the Housing Navigator Program, the CONTRACTOR shall:

1. Employ one .75 full-time employee to provide housing navigator services and case management. The housing navigator must minimally have a bachelor's degree with 3 years of experience working with at-risk or foster youth or with the general TAY population. Experience with housing services and good relationship services are a plus.
2. Provide individualized case management for the NMD occupying the emergency shelter bed that includes a minimum of weekly face-to-face visits.
3. Assist youth referred to the program with locating housing, completing the application process, and communicating with landlords or property management.
4. Survey rental market for affordable housing.
5. Create a database of housing options or resources in Monterey County. Provide quarterly reporting to the COUNTY on these resources in a format mutually agreed upon by the COUNTY and CONTRACTOR.
6. Advocate for youth who are homeless or about to lose their housing.
7. For youth who are not NMDs provide referrals to mental health or substance abuse services, public assistance programs, or homeless assistance programs.
8. Perform initial comprehensive assessment and help create an individualized plan with each youth to address their barriers to locating housing, increasing their income, and maintaining permanent housing. For NMD's, this should occur in partnership with the assigned COUNTY social worker or probation officer.
9. Help NMD's find SILP's.
10. Collaborate with local housing agencies such as the Housing Authority, the Housing Resource Center, and Turning Point to locate affordable housing for referred youth.
11. Attend Housing related meetings and convenings as identified by the COUNTY.
12. Collect data on housing needs and barriers to successful placements for homeless youth ages 18 to 21.
13. Utilize the miscellaneous funds to provide assistance with application and move-in costs, as approved by the COUNTY.
14. Maintain a data tracking system for youth who utilize the Housing Navigator Program and include this data monthly with the invoice. The data will include youth served, services provided to the youth, and outcomes.
15. Outreach to community, business owners, realtors, landlords, housing developers, and other associated individuals to identify new and existing opportunities for establishing housing for youth.
16. Develop a partnership with the Monterey County Coalition of Homeless Services Providers.
17. Contribute to the Department of Housing and Community Development's annual reports.
18. Host and participate in monthly THPP/THP+FC/THP+/TAY (Transitional Age Youth)/Emergency NMD Shelter/Housing Navigator oversight meetings with the COUNTY and others as identified.

EXHIBIT A**VII. COUNTY RESPONSIBILITIES****A. For THP+, the COUNTY shall:**

1. Certify the chosen THP+ provider and site(s) and maintain records of site visits to occur not less than one time per contract year.
2. Approve CONTRACTOR's THP+ Program plan.
3. Maintain an up-to-date copy of the THP+ policy and procedure binder/manual.
4. Encourage collaboration among parents and community partners, such as the Department of Social 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.
5. Convene a not less than quarterly THP+/TAY team meetings regarding THPP/THP+FC and THP+ to be hosted at the CONTRACTOR's home site.
6. Meet with the THP+ identified staff at a not less than monthly contract meeting to include discussion and support around the Continuum of Care (CCR) Reform.
7. Perform ongoing program assessment and audit to ensure program compliance and fidelity.
8. Complete an annual site-visit for program assessment, compliance and evaluation.
9. Act as the gatekeeper regarding eligibility for all youth referred to the THP+ program.
10. Participate in the participant Grievance Process as agreed upon and outlined by the CONTRACTOR.
11. Monitor the THP+ program to ensure compliance with the COUNTY's THP+ Plan, policies and procedures related to the implementation, and maintenance and evaluation of the THP+ program.
12. Comply with the requirements of Senate Bill 1808, as applicable.
13. Participate in management oversight committee meetings as requested.
14. Participate in a collaborative "Many PATHS" meeting with Behavioral Health to discuss all Transitional Housing Programs managed by the CONTRACTOR and assure that the mental health needs of program participants are being met.
15. Assist the CONTRACTOR in determining Medi-Cal eligibility on all youth.
16. Identify a THP+ COUNTY Social Worker who will assist in the screening, referral and selection of appropriate eligible youth for the program.
17. Participate in a randomly selected internal case audit of the program to review service provision, program practices, fiscal practices and fidelity to the four key principals of THP+.
18. Maintain regular overview of a THPP/THP+FC and THP+ enrollment log from the CONTRACTOR for fiscal and program reconciliation.

B. For Emergency NMD Shelter, the COUNTY shall:

1. Certify the chosen emergency NMD shelter site and maintain records of site visits to occur not less than one time per contract year.
2. Determine if a youth meets the minimum requirements to re-enter foster care as a NMD.
3. Provide a referral to the CONTRACTOR as soon as a homeless youth and social worker/probation officer has signed the Voluntary Re-entry Agreement for Extended Foster Care (SOC 163).
4. Inform the CONTRACTOR once it becomes known that a NMD will be losing his or her housing and there is no other identified housing resource.
5. Participate in monthly THPP/THP+FC/THP+/TAY (Transitional Age Youth)/Emergency NMD Shelter/Housing Navigator oversight meetings with the CONTRACTOR and others as identified.

EXHIBIT A**C. For the Housing Navigator Program, the COUNTY shall:**

1. Identify other agencies who may refer homeless youth to the Housing Navigator Program.
2. Approve and monitor funding for application and/or move-in costs for youth.
3. Provide referrals to the program when a NMD is struggling to locate housing, needing to move, or has unique barriers to independent living.
4. Participate in monthly THPP/THP+FC/THP+/TAY (Transitional Age Youth)/Emergency NMD Shelter/Housing Navigator oversight meetings with the CONTRACTOR and others as identified.
5. Share information with CONTRACTOR regarding housing resources, new initiates, or other agencies providing housing assistance to homeless youth.

VIII. PROGRAM EXPECTATIONS**A. THP+**

1. All youth participating in THP+ will be given the same landlord/tenant rights of any youth renting a living space independently.
2. All youth participating in the program will have access to the THP+ program policy and procedure binder/manual.
3. 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.
4. All youth participating in THP+ who are eligible to re-enter foster care will be encouraged to do so on a case by case basis as appropriate.
5. Case management functions and housing management functions will be distinct from one another.
6. Decisions for acceptance into the THP+ program will be a mutual decision making process between the CONTRACTOR and COUNTY.
7. Program models for the THP+ program will be flexible and meet the needs of the youth participant while also meeting the program model requirements.

B. Emergency NMD Shelter

1. All youth referred to the emergency shelter by the COUNTY will be accepted.
2. Youth are expected to leave the emergency shelter on or before 30 days have past. The first day starts the day after moving in.
3. A NMD may utilize the emergency shelter again if that youth is experiencing a new episode of homelessness.
4. All youth must follow the rules outlined by the CONTRACTOR.

C. Housing Navigator Program

1. Every youth referred to the program shall complete an initial assessment within 20 days of being referred.
2. Every youth participating in the program shall have a plan for locating housing with identified goals, tasks, and timelines.
3. Youth shall actively participate in the creation of their housing plan and the tasks identified to achieve their goals.
4. Youth may continue to participate in the program until they successfully locate housing, terminate services voluntarily, or leave Monterey County.

EXHIBIT A**IX. MEETINGS/COMMUNICATIONS**

1. COUNTY and CONTRACTOR will meet as needed with Behavioral Health partners to discuss the Mental Health needs of youth participating in the “Many PATHs” programs to include THPP/THP+FC/THP+/Emergency NMD Shelter/Housing Navigator 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+. CONTRACTOR will participate in YARC meetings as organized, which usually occur on a quarterly basis.
3. COUNTY will identify a Social Worker or DSS 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 Department of Social Services-Family and Children Services Management Team shall act as an executive oversight team regarding THP+, Emergency NMD Shelter, and Housing Navigator programs. Program concerns, disputes and resolutions that cannot be agreed upon at the program level may be brought to the Department of Social Services-Family and Children Services Management Team.

X. FISCAL PROVISIONS**A. For the purpose of this Agreement the following terms apply:**

1. COUNTY and CONTRACTOR acknowledge that funding for this Agreement is being provided in order to provide THP+ services, Emergency NMD Shelter, and Housing Navigator programs.
2. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement for the period **July 1, 2020 - June 30, 2022** is **nine hundred one thousand six hundred dollars (\$901,600)**. The maximum amount payable by COUNTY to CONTRACTOR under the Agreement for fiscal year 2020-21 is **four hundred fifty-five thousand three hundred five dollars (\$455,305)**. The maximum amount payable by COUNTY to CONTRACTOR under the Agreement for fiscal year 2021-22 is **four hundred forty-four thousand two hundred ninety-five dollars (\$446,295)**. The budgets for each fiscal year are outlined in **Exhibit C**.
3. A unit of service for the THP+ Program 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.
 - a. The basic THP+ slot rate as, determined by CDSS, CONTRACTOR, and COUNTY, is estimated at **\$3,125**.
 - b. The basic THP+ slot rate may be modified should there be an adopted state requirement to utilize a universal THP+ state rate. Modifications to the slot rate must be made through a written amendment to this agreement which must be signed by both CONTRACTOR and COUNTY.
 - c. COUNTY shall allocate sufficient funding to reimburse the CONTRACTOR for services at an average projected usage of ten (10) paid slots per month.
4. 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** for fiscal year 2020-2021 and **Exhibit D-1** for fiscal year 2021-2022. CONTRACTOR shall also provide a monthly invoice for each THP+ participating youth in the form set forth in **Exhibit D-2**. Each invoice shall contain the original signature of the person authorized to submit claims for payment.

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5. COUNTY shall reimburse the CONTRACTOR pursuant to **Exhibit B**, Section I. PAYMENT BY COUNTY.
6. CONTRACTOR shall complete a monthly budget for each THP+ participating youth in the form set forth in **Exhibit D-3 (Monthly Activity Report)**. This will include specific THP+ funds that were expended on the youth. The youth will be included in completing this monthly budget process. CONTRACTOR will provide these budget sheets to the COUNTY upon request.

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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 (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D, D-1 and D-2** 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.

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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.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

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failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

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

III. CONFIDENTIALITY

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

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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**.

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- **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.

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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 **Steve Duran** 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.

Peacock Acres Inc.

Transitional Housing and Supports for Youth 18-24

BUDGET

07/01/2020 - 060/30/2022

Name Of Agency: Peacock Acres Inc.

CATEGORY	FY 2020-21	FY 2021-22	TOTAL ANNUAL BUDGET
<u>THP+:</u>			
Average of 10 youth/month at \$3,125/child	\$ 354,000.00	\$ 354,000.00	\$ 708,000.00
Subtotal	\$ 354,000.00	\$ 354,000.00	\$ 708,000.00
<u>Emergency Shelter for NMD's</u>			
Monthly Rent & Utilities (\$2000/mo)	\$ 24,000.00	\$ 24,000.00	\$ 48,000.00
Subtotal	\$ 24,000.00	\$ 24,000.00	\$ 48,000.00
<u>Housing Navigator Program</u>			
HNP & ER Bed OTO (start-up costs)	\$ 9,010.00	\$ -	\$ 9,010.00
ER Bed Placement Costs at Move-in	\$ 3,720.00	\$ 3,720.00	\$ 7,440.00
Staffing for ER bed and HNP (.75 FTE)	\$ 55,000.00	\$ 55,000.00	\$ 110,000.00
HNP Misc Assistance (move-in costs)	\$9,575	\$ 9,575.00	\$ 19,150.00
Subtotal	\$ 77,305.00	\$ 68,295.00	\$ 145,600.00
TOTAL	\$ 455,305.00	\$ 446,295.00	\$ 901,600.00

**Monterey County Department of Social Services
Peacock Acres Inc.
Transitional Housing and Supports for Youth 18-24**

Exhibit D

**Monthly Report of Expenditures
07/01/2020 - 06/30/2021**

Invoice Number: _____

Name Of Agency: Peacock Acres

Service Month: _____

CATEGORY	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS
<u>Emergency Shelter for NMD's</u>				
Monthly Rent & Utilities (\$2000/mo)	\$ 24,000.00			\$ 24,000.00
<u>Housing Navigator Program</u>				
HNP & ER Bed OTO (start-up costs)	\$ 9,010.00			\$ 9,010.00
ER Bed Placement Costs at Move-in	\$ 3,720.00			\$ 3,720.00
Staffing for ER bed and HNP (.75 FTE)	\$ 55,000.00			\$ 55,000.00
HNP Misc Assitance (move-in costs)	\$ 9,575.00			\$ 9,575.00
TOTAL	\$ 101,305.00			\$ 101,305.00

Person completing form: _____

Authorized signature _____ Title _____

Date _____ Phone no.: () _____

DSS approval: _____ Date: _____

**Monterey County Department of Social Services
Peacock Acres Inc.
Transitional Housing and Supports for Youth 18-24**

Exhibit D-1

**Monthly Report of Expenditures
07/01/2021 - 06/30/2022**

Invoice Number: _____

Name Of Agency: Peacock Acres

Service Month: _____

CATEGORY	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS
<u>Emergency Shelter for NMD's</u>				
Monthly Rent & Utilities (\$2000/mo)	\$ 24,000.00			\$ 24,000.00
<u>Housing Navigator Program</u>				
ER Bed Placement Costs at Move-in	\$ 3,720.00			\$ 3,720.00
Staffing for ER bed and HNP (.75 FTE)	\$ 55,000.00			\$ 55,000.00
HNP Misc Assitance (move-in costs)	\$ 9,575.00			\$ 9,575.00
TOTAL	\$ 92,295.00			\$ 92,295.00

Person completing form: _____

Authorized signature _____ Title _____

Date _____ Phone no.: () _____

DSS approval: _____ Date: _____

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

Transitional Housing Program Plus (THP-Plus)
7/1/2020 - 6/30/2022

INVOICE

THP+ BEDS (max 10)

Month:

[illegible]

	Monthly	Daily
	\$3,125	\$104.00

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Person completing the form: _____

Title: _____

Phone: _____

Authorized signature: _____
Date: _____

Monterey County DSS Authorized Signature/Title: _____ Date: _____

Remit to: Peacock Acres, Inc.
838 South Main Street, Suite A
Salinas, CA 93901

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and PEACOCK ACRES**

**Transitional Housing Program Plus (THP-Plus),
7/1/2020 - 6/30/2022**

Monthly Activity Report

Youth Name	Reporting Period: _____ to _____	
Maintenance Costs	Monthly Expense	Comments
Direct Youth Support		
Transportation (bus fare or gas per mile)		
Groceries, food, cleaning supplies		
Work-related necessities		
Allowance, savings, matching funds		
Telephone		
Clothing		
Total Direct Youth Support	-	
Housing Expenses		
Utilities (trash, electricity, etc.)		
Rent		
Total Housing Expenses	-	
Other Support		
Total Other Support	-	
Total Expenditures for Period	\$0.00	

EXHIBIT E

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Peacock Acres, Inc.

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.

 Ernest Howard

Authorized Signature

x July 02, 2020
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: Peacock Acres, Inc.

By:  Ernest Howard

Title: X Executive Director

Date: X July 02, 2020

EXHIBIT G

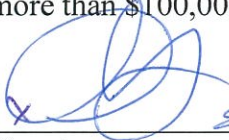
CERTIFICATION REGARDING LOBBYING

Peacock Acres, Inc.

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.


Signature

Peacock Acres, Inc


Title


Date

Exhibit H

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

Peacock Acres, Inc.

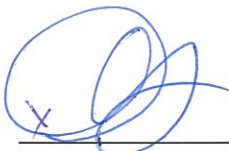
CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & 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>


Ernest Howard
Authorized Signature

X July 02, 2020
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**

Page 1 of 2
Elder/Dependent Adult Abuse & Neglect Reporting Certification

Agreement: 2020-22 \$901,600 5010-44

Exhibit H**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.