

# COUNTY OF MONTEREY

## AMENDMENT # 2 to AGREEMENT # A-13180 Peacock Acres Inc.

ORIGINAL

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

This Amendment modifies the agreement for the provision of housing and supportive services for former foster youth ages 18 to 24 between the parties executed on June 15, 2016, and amended on May 30, 2017 raising the contract amount to \$684,630, (hereinafter, "Original Agreement ") by adding **\$138,700, effective July 1, 2017, to support the increased property rental costs and maintain additional beds provided by the program. This increases the contract to a total of \$823,330 for the period of July 1, 2016 through June 30, 2018.** Therefore, the parties agree:

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

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide transitional housing for former Foster and Probation youth ages 18-24.

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

- 2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$823,330**.

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

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

<b>Exhibit AAA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSS Additional Provisions
<b>Exhibit CCC</b>	<b>Program Budget</b>
<b>Exhibit DDD-1</b>	<b>Billing Summary/Claim Form</b>
Exhibit D-2	Monthly Activity Report
<b>Exhibit D-3</b>	<b>Monthly Invoice YEP</b>
Exhibit E	Child Abuse Reporting Certification
Exhibit F	HIPAA Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements

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

**1.01 Monthly Claims by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibits DDD-1 and D-3.**

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

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

5. Exhibits AA, CC and DD-1 of the Original Agreement are rescinded, and replaced by **Exhibits AAA, CCC, DDD-1** attached. **Exhibit D-3 is incorporated**

*(remainder of this page intentionally left blank)*

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

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

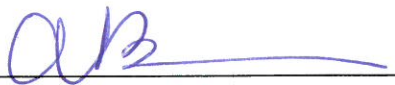
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By:   
Elliott Robinson  
Director, DSS

Date: 7/10/17

**Approved as to Form:**

  
Deputy County Counsel

Date: May 31, 2017

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 6-2-17


**CONTRACTOR:**

Peacock Acres Inc.

By:   
Ernest Howard, CEO

Ernest Howard Exec. Dir  
(Print Name & Title)

Date: May 22, 2017

By:   
(Secretary, CFO, Treasurer)

Amy Bordi/Secretary  
(Print Name and Title)

Date: 5-22-17

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

**TRANSITIONAL HOUSING SERVICES-PLUS (THP+)  
JULY 1, 2016 – JUNE 30, 2018**

**Scope of Services/Payment Provisions**

**I. CONTACTS**

**1. Contract Administrators:**

<i>County</i>	<i>Contractor</i>
Virginia R. Pierce, Management Analyst III DSS, Family & Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-769-8784 FAX: 831-755-4600 <a href="mailto:Piercevr@co.monterey.ca.us">Piercevr@co.monterey.ca.us</a>	Ernest Howard, CEO 838 South Main Street, Suite A Salinas, CA 93901 Tel: 831-754-3635 FAX: 831-754-4733 <a href="mailto:Kidsx12@msn.com">Kidsx12@msn.com</a>

**2. Administrative Oversight Team:**

Virginia R. Pierce, Management Analyst III DSS, Family & Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-769-8784 FAX: 831-755-4600 <a href="mailto:Piercevr@co.monterey.ca.us">Piercevr@co.monterey.ca.us</a>	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 <a href="mailto:Sduran-pathplus@sbcglobal.net">Sduran-pathplus@sbcglobal.net</a>
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**II. PURPOSE**

The purpose of this Agreement is to provide THP+ services to highly at-risk youth ages 18 - 24, prioritizing former State of California foster and probation youth, who have emancipated from Monterey County's foster care system. This Agreement will specify the mechanism/procedures to be used for the screening, acceptance and services to be provided through THP+. It will also cover the tracking, claiming and reporting on the number of children served and the process for the CONTRACTOR to request service funds. It will also outline and specify the means of communication, roles and responsibilities of all parties. **The Agreement further allows for the CONTRACTOR to take a supportive role, in partnership with the County Department of Social Services (DSS), to support Monterey County's participation in the Youth Engagement Project (YEP). YEP is collaboration with current and former foster youth, California Department of Social Services (CDSS), counties and the community that encourages active participation and partnership with youth in program development and decision making that affects current and former foster youth.**



**III. TARGET POPULATION**

The target population to be served through this Agreement is defined and prioritized as follows:

- 1) Former Monterey County foster youth ages 18 to 24, who left foster care on or after their 18<sup>th</sup> birthday;
- 2) Former California foster youth ages 18 to 24, who left foster care on or after their 18<sup>th</sup> birthday whose county has an approved THP+ plan;  
Additional youth who meet the following criteria can be considered if space is available:
- 3) Former foster youth who exited care prior to age 18;
- 4) Youth who have experienced non Title IV-E placements, such as mental health hospitalization or juvenile hall after the age of 16;
- 5) Dual Diagnosis youth

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.

Since THP+ was designed for emancipated foster youth, it will not be utilized as an alternative for extended foster care 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.

**IV. CONTRACTOR RESPONSIBILITIES:**

The CONTRACTOR shall:

1. Adhere to the 4-key principles codified in the THP+ statute. These principals are 1) Age appropriateness: THP+ programs must recognize that participants are legal adults and should be subject to fewer restrictions than those who are younger; 2) Distinct from foster care: THP+ Programs must have program rules that are distinct from those that apply to youth currently in foster care or those youth participating in THP+FC; 3) Greatest amount of freedom possible: THP+ programs must allow youth to have the greatest amount of freedom possible in order to prepare for self-sufficiency; and 4) Strong emphasis on supportive services: THP+ is not a sole housing program. It is a supportive housing program, which regularly provides youth a wide range of supportive services.
2. Participate in the data collection and evaluation tool required by the COUNTY 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.
3. 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.
4. Require its THP+ staff that provide direct services to children and families to complete THP+ training and adolescent development training to include those trainings requested and/or approved by the COUNTY. Completions of these training will be documents in staff personal files and available for review by the CONTRACTOR as requested.
5. 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 Organizations (NGOs) service providers, for the purpose of planning and providing individualized services for youth in THP+.
6. 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.

7. Submit all required COUNTY and/or State reports detailing program activities in the specified time frames to include incident reports and quarterly reports.
8. 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.
9. 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.
10. Within the broaden 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.
11. 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, THPP, THP+FC and THP+.
12. 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.
13. Create and provide COUNTY with a program self-evaluation tool no later than July 1, 2016. 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.
14. 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.
15. Review and update THP+ program plan to comply with State and County requirements.
16. Comply with all appropriate fair housing laws such as the Fair Housing Act of 1968, applicable to each program type.
17. Employ a THP+ case manager with a Master's degree in Social Work, Psychology or other human sciences field or employ a case manager with a minimum of 5 years experience working with at-risk or foster youth or with the general 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Provide appropriate service referrals for youth to meet their clinical, medical, and educational and needs that include 1:1 coaching and support regarding obtaining these identified services.
23. Track youth who have exited the THP+ program and offer agreed upon aftercare services.
24. 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.
25. Participate in quarterly multi-agency management oversight committee meetings through Monterey County's Young Adult Resource Collaborative (YARC), or other identified group.
26. Host and participate in monthly THPP/THP+FC/THP+/TAY (Transitional Age Youth) oversight meetings with the COUNTY and others as identified.
27. Formalize a solid transition plan for all youth residing in THP+ to exit THP+ in a healthy, timely manner.

28. 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).
29. Provide a monthly census tracking sheet on the THPP/THP+FC and THP+ programs managed by CONTRACTOR.
30. 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.
31. CONTRACTOR will provide COUNTY with demographic, program and outcome information specific to all TAY housing programs they provide within Monterey County.
32. 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.
33. 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.
34. CONTRACTOR agrees to work with the COUNTY on tracking all youth in the housing programs to best assess for stability, need and growth.
35. **Work in partnership with the COUNTY to support an "Emergency Bed" as needed for eligible youth in crisis.**
36. **Provide supportive, travel and oversight services for up to two identified youth at one time to participate in the YEP.**

**V. COUNTY RESPONSIBILITIES**

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 the 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 on 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, and policies and procedures relative to the implementation, 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 Transition 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 Medical 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.

**VI. PROGRAM EXPECTATIONS**

1. All youth participating in THP+ will be given the same landlord/tenant rights of any youth renting a living space independently.
2. 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 1:13. 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 house 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.

**VII. 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+ 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+. 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.



## VIII. FISCAL PROVISIONS

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.
2. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement for the period July 1, 2016 - June 30, 2018 is **eight hundred twenty-three thousand, three hundred thirty dollars (\$823,330)**.
  - a. The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2016 through June 30, 2017 is three hundred sixty thousand, six hundred and thirty (\$360,630).
  - b. The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2017 through June 30, 2018 is **four hundred sixty-two thousand, seven hundred dollars (\$462,700)**.
3. **COUNTY shall reimburse expenses to CONTRACTOR for travel and supportive costs for up to two youth and one chaperone to attend various YEP Sacramento meetings and functions, not to exceed \$2,500 in FY 2017-18. Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: <http://www.co.monterey.ca.us/auditor/policies.htm> CONTRACTOR must provide a detailed breakdown of authorized expenses.**
4. A unit of service consists of a THP+ slot, hereinafter "slot", in which a youth has been enrolled and approved by the designated THP+ referral process to receive THP+ services.
5. The basic THP+ slot rate, as determined by CDSS, the CONTRACTOR and COUNTY, is estimated at **\$2,950**.
6. The basic THP+ slot rate may be modified should there be an adopted state requirement to utilize a universal THP+ state rate.
7. COUNTY shall allocate sufficient funding to reimburse the CONTRACTOR for services at an average projected usage twelve (12) paid slots per month for July 1, 2016 to June 30, 2017 and **twelve (12)** slots for July 1, 2017 to June 30, 2018.
8. **COUNTY shall reimburse CONTRACTOR for up to one emergency bed for up to one eligible youth in crisis, in addition to the beds listed in 7., above during the period of July 1, 2017 to June 30, 2018.**
9. CONTRACTOR shall submit all invoices pursuant to the invoicing procedures set forth in **Exhibit CCC**, and using the invoice form set forth in **Exhibit DDD-1 and D-3**.
10. COUNTY shall reimburse the CONTRACTOR pursuant to Section 6 of this Agreement, **PAYMENT CONDITIONS**.
11. CONTRACTOR agrees to complete a monthly budget for each THP+ participating youth in the form set forth in Exhibit D-2 (Monthly Activity Report). This will include specific THP+ funds that were expended on the youth. The youth will be included in this monthly budget process. CONTRACTOR will provide these budget sheets to the COUNTY upon request.

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

**TRANSITIONAL HOUSING PROGRAM PLUS (THP+) SERVICES  
July 1, 2016 – June 30, 2018**

**Program Budget/Invoice Procedures**

**A. PROGRAM BUDGET**

**1. Budget July 1, 2016 – June 30, 2017**

Budget Item	Average Budgeted Cost
THP-PLUS	\$2,700 per youth per month
<b>TOTAL BUDGET:</b>	<b>\$360,630</b>

**Budget July 1, 2017 – June 30, 2018**

Budget Item	Average Budgeted Cost
THP-PLUS	<b>\$2,950 per youth per month</b>
<b>YEP supportive costs (CFDA # 93.674)</b>	<b>Not to exceed \$2,500</b>
<b>TOTAL BUDGET:</b>	<b>\$462,700</b>

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2016 through June 30, 2017 is three hundred sixty thousand, six hundred and thirty (\$360,630). The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2017 through June 30, 2018 is **four hundred sixty thousand, two hundred dollars (\$460,200) plus an additional amount of two thousand five hundred dollars (\$2,500) to support current and former foster youth and chaperone participation in Youth Engagement Project (YEP).** The two-year budget is **eight hundred, twenty-three thousand, three hundred thirty dollars (\$823,330)**, not to exceed **four hundred sixty-two thousand seven hundred dollars (\$462,700)** in FY2017-18.

**2. Slot Payment Rates**

Youth Service Slot Category	Payment Rate	
	Per Month per Youth	Estimated average number of youth
July 1, 2016 – June 30, 2017	\$2,700	12
<b>July 1, 2017 – June 30, 2018</b>	<b>\$2,950</b>	<b>12 plus 1 emergency bed</b>

**B. INVOICE PROCEDURES**

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 **Exhibits DDD-1 and D-3** and shall contain the original signature of the person authorized to submit claims for payment. Any required documentation, as noted on the invoice form, shall be submitted with the invoice.



**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES  
and PEACOCK ACRES  
Youth Engagement Project  
7/1/2017 - 6/30/2018**

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

**Monthly Activity Report**

**Date of YEP Event(s) \_\_\_\_\_ Month \_\_\_\_\_**

<b>*YEP supports and events</b>	<b>Expense</b>	<b>Comments</b>
<b>Travel and Supportive Costs (total)</b>		
Transportation (public transport or gas per mile)		
Food (youth only)		
Hotel (youth and chaperone)		
<b>Total YEP</b>	-	
Please attach agenda of meetings		
	-	
	-	
<b>Total Expenditures for Period</b>	<b>\$0.00</b>	

Signature of Contractor: \_\_\_\_\_

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

Signature of County: \_\_\_\_\_

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

\*Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: <http://www.co.monterey.ca.us/auditor/policies.htm>  
CONTRACTOR must provide a detailed breakdown of authorized expenses.