July 9, 2002

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

AWARD CASE MANAGEMENT AND SUPPORTIVE SERVICES
CONTRACTS FOR THE FAMILY SELF-SUFFICIENCY PROGRAM
(ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the award of two-year Contracts for Case Management and Supportive Services for the Family Self-Sufficiency Program, in substantially the form of the attached contract, to the following five community-based organizations: MCS Rehabilitation, Inc. for $294,000; Beyond Shelter for $294,000; L. A. Family Housing Corporation for $127,200; East San Gabriel Valley Regional Occupational Program/Technical Center for $216,000; and Community Career Development, Inc. for $210,000.

2. Authorize the Executive Director to execute the contracts, to be effective August 1, 2002 following approval as to form by County Counsel and execution by all parties; and to use for this purpose a total of $1,141,200 in Section 8 Administrative Fees provided by the U.S. Department of Housing and Urban Development (HUD) contingent upon the approval of federal funds and approval of the Housing Authority’s annual budgets.

3. Authorize the Executive Director to execute one-year amendments to the contracts, as necessary to meet the goals of the Family Self-Sufficiency Program, and to increase the annual amount of compensation for each organization up to three percent for the third year of services, using Section 8 Administrative Fees included in the Housing Authority’s approved budget and approved by HUD.
PURPOSE/JUSTIFICATION:

The purpose of this action is to approve the award of contracts to five community-based organizations to provide case management and supportive services for the Family Self-Sufficiency Program. The program helps enrolled families transition from public assistance to economic self-sufficiency.

FISCAL/ FINANCING:

There is no impact on the County general fund. Section 8 Administrative Fees will fund the five two-year contracts for a total of $1,141,200. The contracts may be extended for an additional year, and an increase of up to three percent provided, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Family Self-Sufficiency Program was implemented by the Housing Authority in August 1994. The program helps Section 8 Program participants and Conventional Public Housing Program residents transition from public assistance into sustained economic self-sufficiency, including home ownership for some qualified participants. Since the inception of the Program, the Housing Authority has retained nonprofit agencies to provide supportive services to program participants. Services include: educational assessments, literacy services, skills development in math, reading and writing, High School and GED programs, English as a Second Language, career and skills assessments, job preparation and placement services, vocational training, job and resource fairs, counseling services, personal development workshops, budgeting and debt management counseling, home ownership counseling, small business development programs and crisis intervention services.

Since August 1999, the last contract period, the program has provided supportive services to 565 families annually. With the benefits of the case management and supportive services, 25 families transitioned into homeownership, 87 transitioned off of rental assistance, 51 obtained high school diplomas or GED credentials, 110 completed job training programs, 193 obtained employment, and 125 enrolled in community colleges.

The proposed two-year contracts will enable the five agencies to provide case management and supportive services to 775 Family Self-Sufficiency Program participants annually. A list of agencies, client numbers, and service areas is provided as Attachment A.
Honorable Board of Commissioners  
July 9, 2002  
Page 3

Should the agencies require additional or replacement personnel during the term of this contract, they will give consideration for any such employment openings to participants in the County's Department of Social Services Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open position. The agencies will contact the County's GAIN Division for a list of participants by job category.

A sample contract is provided as an attachment to this letter. The five contracts will be effective following approval as to form by County Counsel and execution by all parties. On June 26, 2002, the Housing Commission recommended approval of the contracts.

CONTRACTING PROCESS:

During October 29 through November 8, 2001, a Request For Proposals (RFP) was advertised in seven local newspapers and on the Office of Small Business Web Page. Announcements were mailed to 31 agencies identified from the Housing Authority's database of supportive service providers and 631 agencies identified by Shelter Partnership, Inc. Sixty proposal packages were requested and distributed. Fourteen proposals were received by the deadline of November 30, 2001.

On January 8, 2002, an evaluation panel of Housing Authority staff and other housing professionals reviewed and ranked the proposals according to the RFP requirements. These requirements included: cost per client; number of families to be served; geographic areas served; administrative and financial capability; experience in providing services; case management staff to client ratio; outcome measures; monitoring and evaluating tools; and type of supportive services.

On February 11, 2002, the seven top ranked agencies participated in the final, oral portion of the evaluation. The combined evaluation of the written proposals, oral interviews and presentations determined the final selections that are being recommended for contract awards. On March 8, 2002, the Housing Authority received appeal letters from two agencies that were not selected. The contract awards were placed on hold until the appeals were resolved on April 25, 2002 through the appeal hearing process. The Summary of Outreach Activities is provided with this letter as Attachment B.
IMPACT ON CURRENT PROJECT:

The contracts will provide case management and supportive services to 775 participants of the Family Self-Sufficiency Program annually.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ: RLC: GMC

Attachments: 2
<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Number of Clients</th>
<th>Supervisorial District</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCS Rehabilitation, Inc.</td>
<td>175</td>
<td>1,2,3,4,5</td>
<td>$294,000</td>
</tr>
<tr>
<td>3333 Wilshire Boulevard, Suite 405</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Los Angeles, CA 90010</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beyond Shelter</td>
<td>175</td>
<td>1,2,4,5</td>
<td>$294,000</td>
</tr>
<tr>
<td>3255 Wilshire Boulevard, Suite 815</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Los Angeles, CA 90010</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L. A. Family Housing Corporation</td>
<td>100</td>
<td>1,3,4,5</td>
<td>$127,200</td>
</tr>
<tr>
<td>7843 Lankershim Blvd.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North Hollywood, CA 91605</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East San Gabriel Valley Regional Occupational Program/</td>
<td>200</td>
<td>1,2,4,5</td>
<td>$216,000</td>
</tr>
<tr>
<td>Technical Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1501 W. Del Norte Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Covina, CA 91790</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Career Development, Inc.</td>
<td>125</td>
<td>1,3</td>
<td>$210,000</td>
</tr>
<tr>
<td>3550 Wilshire Boulevard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Los Angeles, CA 90010</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT B

Summary of Outreach Activities

FAMILY SELF-SUFFICIENCY
CASE MANAGEMENT AND SUPPORTIVE SERVICES CONTRACT

On October 25, 2001, the following outreach was initiated to identify qualified agencies to provide case management and supportive services for the Housing Authority’s Family Self-Sufficiency Program.

A. Newspaper Advertising

Announcements appeared in seven local newspapers, four of which are minority publications.

La Opinion  Los Angeles Times
L.A. Sentinel  The Wave Publications Group
International Daily News  Long Beach Press Telegram
Eastern Group Publishing

An announcement was also posted on the County Office of Small Business Web Site and published in the National Association of Housing and Redevelopment Officials Monitor.

B. Distribution of Proposal Packets

The Housing Authority's list of service providers and agencies identified by Shelter Partnership, Inc. were used to mail out the Request for Proposals to 662 individuals and firms that provide housing, case management and supportive services. As a result of the outreach, 60 proposal packages were distributed.

C. Proposal Process Results

Fourteen proposals were received by the deadline of November 30, 2001. On January 8, 2002, a five-member evaluation panel comprised of Housing Authority staff and housing professionals from the Los Angeles City, Long Beach and Norwalk Housing Authorities evaluated and ranked the fourteen proposals. On February 11, 2002, the seven top ranked agencies were interviewed. The five agencies indicated below were determined the most qualified to provide the needed services.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Total Proposed Amount For Two-Year Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCS Rehabilitation, Inc.</td>
<td>$294,000</td>
</tr>
<tr>
<td>Beyond Shelter</td>
<td>$294,000</td>
</tr>
<tr>
<td>L. A. Family Housing Corporation</td>
<td>$127,200</td>
</tr>
<tr>
<td>East San Gabriel Valley Regional Occupational Program/Technical Center</td>
<td>$216,000</td>
</tr>
<tr>
<td>Community Career Development, Inc.</td>
<td>$210,000</td>
</tr>
</tbody>
</table>
### D. Minority/Women Participation – Selected Agencies

<table>
<thead>
<tr>
<th>Name</th>
<th>Ownership</th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCS Rehabilitation, Inc.</td>
<td>Non-minority</td>
<td>Total: 57</td>
</tr>
<tr>
<td></td>
<td></td>
<td>46 Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>38 Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td>80% Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>67% Women</td>
</tr>
<tr>
<td>Beyond Shelter</td>
<td>Female</td>
<td>Total: 79</td>
</tr>
<tr>
<td></td>
<td></td>
<td>69 Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>68 Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td>88.5% Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>87.5% Women</td>
</tr>
<tr>
<td>L. A. Family Housing Corporation</td>
<td>Non-minority</td>
<td>Total: 108</td>
</tr>
<tr>
<td></td>
<td></td>
<td>93 Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>63 Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td>86% Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>58% Women</td>
</tr>
<tr>
<td>East San Gabriel Valley Regional Occupational Program/Technical Center</td>
<td>Non-minority</td>
<td>Total: 157</td>
</tr>
<tr>
<td></td>
<td></td>
<td>68 Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>107 Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td>43% Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>68% Women</td>
</tr>
<tr>
<td>Community Career Development, Inc.</td>
<td>Non-minority</td>
<td>Total: 41</td>
</tr>
<tr>
<td></td>
<td></td>
<td>36 Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>25 Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td>88% Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>61% Women</td>
</tr>
</tbody>
</table>

### E. Minority/Women Participation - Agencies Not Selected

<table>
<thead>
<tr>
<th>Name</th>
<th>Ownership</th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Centers, Inc.</td>
<td>Female Minority</td>
<td>Total: 44</td>
</tr>
<tr>
<td></td>
<td></td>
<td>41 Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>31 Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td>93% Minorities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70% Women</td>
</tr>
<tr>
<td>Name</td>
<td>Ownership</td>
<td>Employees</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>-----------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Independent Living CenterSouthern California, Inc.</td>
<td>Declined to Release Firm’s Ethnic Composition</td>
<td>Total: 192 Minorities 119 Women 95% Minorities 62% Women</td>
</tr>
<tr>
<td>Special Services for Groups, Inc.</td>
<td>Non-Minority</td>
<td>Total: 182 Minorities 119 Women 95% Minorities 62% Women</td>
</tr>
<tr>
<td>On Your Feet</td>
<td>Female</td>
<td>Total: 10 Minorities 6 Women 60% Minorities 60% Women</td>
</tr>
<tr>
<td>Pacific Asian Consortium in Employment</td>
<td>Minority</td>
<td>Total: 279 Minorities 189 Women 97% Minorities 68% Women</td>
</tr>
<tr>
<td>Passions and Dreams Funding, Inc.</td>
<td>Female</td>
<td>Total: 1 Minorities 1 Woman 0% Minorities 100% Women</td>
</tr>
<tr>
<td>People Assisting the Homeless</td>
<td>Non-Minority</td>
<td>Total: 50 Minorities 30 Women 70% Minorities 60% Women</td>
</tr>
<tr>
<td>Rose Independent Living Services, Inc.</td>
<td>Declined to Release Firm’s Ethnic Composition</td>
<td></td>
</tr>
<tr>
<td>True Vine Community Outreach, Inc.</td>
<td>Minority</td>
<td>Total: 8 Minorities 4 Women 100% Minorities 50% Women</td>
</tr>
</tbody>
</table>
The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority’s policies and federal regulations, and without regard to race, creed, color, or gender.
CASE MANAGEMENT AND SUPPORTIVE SERVICES
CONTRACT
FOR
FAMILY SELF-SUFFICIENCY PROGRAM
ASSISTED HOUSING DIVISION
12131 TELEGRAPH ROAD,
SANTA FE SPRINGS, CA 90670

THIS CONTRACT is made and entered into this ____ day of ______ 2002 by and between the Housing Authority of the County of Los Angeles, hereinafter called the "Authority" or "Housing Authority", and ________________________________________, hereinafter called the "Contractor".

RECITAL

1. Purpose

Contractor is in the business of providing Case Management and Supportive Services related to self-sufficiency. On November 30, 2001, in response to the Authority's Request for Proposals, Contractor submitted a Proposal to furnish the hereinafter described services for the Family Self-Sufficiency (FSS) Program of the Housing Authority of the County of Los Angeles.

TERM AND CONDITIONS

2. Term

This Contract shall commence as of the day and year first above written and shall remain in full force and effect until ____________, 2004, unless sooner terminated as provided herein.

A performance review will be conducted no later than 90 days prior to the end of the first and second years of the Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, written notification will be given to the Contractor regarding whether the Contract will be terminated at the end of the current year or will be continued into the next contract year.

This Contract may be amended to extend the time of performance, including scope of services and compensation, for one additional year, based on a satisfactory performance.

3. Contractor’s Responsibilities

Contractor agrees to perform in a professional manner, to the satisfaction of the Authority's Director of Assisted Housing, all the work described in the attached Contractor’s Proposal, and Request for Proposals for the Family Self-Sufficiency Program. All materials and equipment furnished for the performance of said services and the manner of performing the work should comply in all particulars with the Request for Proposals. The Request for Proposals, and the Contractor’s Proposal are incorporated herein by reference as though fully set forth herein and made part of this Contract. Contractor hereby accepts such responsibility as described herein. Contractor must acquire and present all state and local insurance, training and licensing pursuant to services required by this Contract.
4. **Quality Assurance Plan**

The ongoing administration, assessment and monitoring of this Contract is the responsibility of the Authority's Director of Assisted Housing, or her designee. The Authority will continually evaluate the Contractor's performance under this Contract. Such evaluation will include assessing the Contractor's compliance with all the contract terms and performance standards. Contractor deficiencies, which the Authority determines, are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Authority may terminate this Contract, pursuant to Paragraphs 13 or 14, or seek other remedies as specified in this Contract.

5. **Compensation**

The Contractor will submit to the Authority an Authority-approved invoice for services rendered on a monthly basis. The Authority will pay the Contractor within thirty days of receipt of the invoice. The yearly amount of compensation under this contract will not exceed sixty-three thousand six hundred dollars ($63,600.00). The total amount of this Contract will not exceed $127,200.00.

Contractor agrees to provide the services required by the Authority for an annual Contract cost of $53.00 per FSS family. Contractor will serve a maximum of 100 families monthly per Contract year.

If this Agreement is amended to extend the term of the Agreement, the annual compensation amount may be increased up to 3%.

Contractor will be paid in accordance with the Authority’s standard accounts payable system.

6. **Conditions for Prompt Payment**

The following condition must be routinely met to fulfill the Contract and ensure prompt payment:

Contractor will submit a monthly Authority-approved invoice/report for services rendered by the 5th day of each month.

Contractor will submit a Housing Authority approved case management and supportive services report for each participant by the 5th day of each month.

7. **Source and Appropriation of Funds**

The Authority’s obligation is payable only and solely from funds appropriated through the U. S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract, all funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Authority will notify the Contractor in writing within ten days of receipt of a non-appropriation notice.

8. **Proposal Submitted the Sole Basis for Compensation**

Other than the Proposal submitted by the Contractor, no estimate of cost furnished by either of the parties shall be used to determine the compensation for any work to be performed pursuant to this Contract.
9. **No Other Compensation Allowed**

Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, demand or accept, either directly or indirectly, any other compensation or gratuity from any person, firm or corporation for services required to be performed hereunder.

10. **Gratuities**

The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract upon one (1) calendar day's notice if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Authority, with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract, provided that the existence of the facts upon which the Executive Director makes such findings may be reviewed in any court of competent jurisdiction. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as they could pursue in the event of default by the Contractor.

11. **Insurance**

Contractor shall procure and maintain at Contractor's expense for the duration of this Contract the following insurances against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors:

a. **COMPREHENSIVE GENERAL LIABILITY:** $1,000,000 combined single limit for each occurrence ($2,000,000 General Aggregate) for bodily injury, personal injury and property damage, including products and completed operations coverage.

   The Authority, the Community Development Commission of the County of Los Angeles (CDC), the County of Los Angeles (County), and their officials and employees shall be covered as insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

b. **WORKERS’ COMPENSATION:** As required by the Labor Code of the State of California and Employers Liability, limits of $1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved by the Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Authority.

All coverages for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Authority.
Contractor shall furnish the Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Executive Director or designee.

12. **Failure to Maintain Insurance**

Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Authority may immediately terminate this Contract.

13. **Termination for Convenience**

The Authority reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event compensation if any shall be adjusted in such termination.

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

14. **Termination for Cause**

This Contract may be terminated by the Authority upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and work items) with no liability incurred by the Authority upon termination or upon the occurrence of any of the following events:

a. Failure of the Contractor to perform any work required to be performed hereunder in a timely and good workmanlike manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Authority within the time specified in such notices, the Authority shall have the power to suspend the operations of the Contractor in whole or in part.

b. All complaints shall be resolved as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director of Assisted Housing. If any complaint is not resolved within 24 hours, the Director of Assisted Housing may, after reasonable attempt to notify the Contractor, cause such action to be taken by the Authority and shall charge the
cost thereof against the Contractor, or may deduct any such cost from any amount due to the Contractor from the Authority.

c. Noncompliance with Deficiency Notices: Should the Contractor fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Contractor: then notice of deficiency thereof in writing will be served upon him/her by the Director of Assisted Housing. Should the Contractor fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Director of Assisted Housing shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

d. Termination for Improper Consideration: The Authority may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor’s performance pursuant to the Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by an Authority officer or employee to solicit such improper consideration. The report shall be made either to the Authority’s Executive Director or to the County Auditor-Contractor’s Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service the provision of travel or entertainment, or tangible gifts.

e. In the event that a petition of bankruptcy shall be filed by or against the Contractor this Contract may be terminated.

15. **Independent Contractor**

This Contract does not, is not intended, nor shall it be construed to create the relationship of agent, employee or joint venture between the Authority and the Contractor.

16. **Employees of Contractor**

Workers’ Compensation: Contractor understands and agrees that all persons furnishing services to the Authority pursuant to this Contract are, for the purposes of Workers’ Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers’ Compensation benefits to any person for injuries arising from an accident connected with services provided to the Authority under this Contract.

Professional Conduct: The Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor’s employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees or agents of the Authority against any and all Contractor’s employees, agents or subcontractors providing services for the Authority. The Contractor assumes all liability for the actions of the Contractor’s employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.
17. **Safety Standards and Accident Prevention**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

18. **Drug-Free Workplace Act of the State of California**

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

19. **Indemnification**

Contractor agrees and indemnify, defend and save harmless the Authority, the CDC, the County and, their agents, officers and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with services rendered pursuant to this Contract.

20. **Successor and Assignment**

This Contract may not be assigned by the Contractor except with prior written consent of the Executive Director of the Authority, or his designee. However, the Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

21. **Subcontracting**

The Contractor **shall not** subcontract any part of work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Authority.

22. **Compliance with Laws**

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston Gonzalez National Affordable Housing Act, 1990, 24 Code of Federal Regulations (CFR) Part 85; and the Copeland “Anti-Kickback” Act Requirements, 29 CFR Part 3.

The Contractor must acquire and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws in Paragraphs 23 through 33:

23. **Notice to Employees Regarding the Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

24. **Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)**
Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

25. Section 109 of the Housing and Community Development Act of 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.


Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will
be binding upon each subcontractor or Contractor. The Contractor will take such actions with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or Contractor as a result of such direction by the Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. Greater Avenues for Independence (GAIN) Program

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services’ Greater Avenues for Independence (GAIN) Program who meet Contractor’s minimum qualifications for the open position. The Contractor shall contact the County’s GAIN Division at (626) 927-5354 for a list of GAIN participants.

28. Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this agreement on the basis of age or with respect to an otherwise qualified handicapped individual.

29. County Lobbyist Ordinance

Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code. Failure on the part of the Contractor and/or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the Authority may immediately terminate this Contract and the Contractor shall be liable for civil action.

30. Federal Lobbyist Requirements

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD’s 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contract to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

31. Contractor’s Warranty of Adherence to County’s Child Support Compliance Program
The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, The Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

32. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 31 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the Board of Commissioners may terminate this Contract pursuant to Paragraph 14, "Termination for Cause".

33. Post Most Wanted Delinquent Parents List

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's and the Authority's policy to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents: poster in a prominent position at the Contractor's place of business. The District Attorney will supply the Contractor with the poster to be used.

34. Access and Retention of Records

Contractor shall provide access to the Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five years after the Authority pays final payment and other pending matters are closed under this Contract.

35. Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Authority's interest and the interests of the third parties.
36. **Confidentiality**

   The Contractor shall maintain strict confidentiality in accordance with all applicable State and Federal laws and the Authority's regulations and rules. The Contractor agrees to keep files and documents related to this Contract in strict confidence and agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or to authorize or permit unauthorized access to the subject information.

37. **Copyright**

   No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Authority and the Authority holds all rights to said data.

38. **Severability**

   In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed separable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

39. **Interpretation**

   No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

40. **Waiver**

   No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

41. **Notices**

   Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

   **The Authority:** Housing Authority of the County of Los Angeles  
   4800 Cesar E. Chavez Avenue  
   Los Angeles, California 91755  
   Attn: Rebecca Craig, Director  
   Assisted Housing Division

   **The Contractor:** L. A. Family Housing Corporation  
   7843 Lankershim Boulevard  
   North Hollywood, CA 91605  
   Attn: Jeff Farber, Chief Operating Officer
Notices addressed as above provided shall be deemed delivered when mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

42. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the policy of the County, Commission and the Housing Authority to conduct business only with responsible contractors.

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, If the County, which, as defined under Section 2.202.020, includes Commission and the Housing Authority, acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may in addition to other remedies provided in the contract, debar Contractor from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with the County, Commission or Housing Authority.

Commission may debar Contractor if the Board of supervisors finds, in its discretion, that Contractor has done any of the following: (1) Violated any term of a contract with the County, Commission or Housing Authority, (2) committed any act or omission which negatively reflects on Contractor’s quality, fitness, or capacity to perform a contract with the County, Commission or Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, Commission or Housing Authority or any other public entity.

If there is evidence that Contractor, may be subject to debarment, Commission will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County’s Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors has the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

The terms and conditions of this attachment shall also apply to subcontractors, consultants and partners performing work under this Agreement.
43. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless Authority, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wages and hour law, including, but not limited to, Federal Fair Labor Standards Act, for work performed by Contractor's employees for which Authority be found jointly or solely liable.

44. Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties. The Contractor’s Proposal including all submitted exhibits and insurance is incorporated into this contract by this reference.
SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Authority have executed this Contract through their duly authorized officers.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

By
CARLOS JACKSON
Executive Director

By
Chief Executive Officer

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO PROGRAM:
REBECCA CRAIGO
Assisted Housing Division

By
Deputy

By
Director

END CONTRACT