

# #4 – Action /New Esperanza Community Housing Corporation

# MEMORANDUM

Date: 12/28/23

To: Executive Committee

CC:

From: Melinda Sullivan, Executive Director

Re: Amendment to Esperanza Community Housing Corporation

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I'm bringing forward an amendment to the original contract. This amendment is for \$4,968 for the purchase of computer equipment utilized for the Promotora project. These purchases were not included in the original contract approved by the board in July 2023. This is also a one-time purchase, so these funds will not be incorporated into any future contract.

# **AMENDMENT TO AGREEMENT**

## **AMENDMENT NUMBER 1**

This is to amend the Agreement between FRANK D. LANTERMAN REGIONAL CENTER “REGIONAL CENTER” and ESPERANZA COMMUNITY HOUSING CORPORATION “CONTRACTOR” for the period from **July 1, 2022 until June 30, 2024**. The purpose of the amendment is to amend Payments By Regional Center (Section 5.A.) of the initial Agreement.

1. Section 5.A (PAYMENTS BY REGIONAL CENTER) is amended as follows:

A. The CONTRACTOR shall be paid in arrears upon receipt of an acceptable invoice. The CONTRACTOR shall be paid as follows:

Salaries:

1. \$53,015 full-time equivalent salary to employ one (1) Coordinator.
2. \$205,055 full-time equivalent salary to employ a total of five (5) Community Health Promotoras.

Benefits:

3. \$72,260 for benefits (28% of total salary).

Supplies:

4. \$5,000 for program supplies:
  - a. Reimburse Health Promotoras on purchase of agendas, paper, pens, cartridge, etc. used for program printing of reports and other project documents: flyers, outreach and education materials.
5. **\$4,968 for IT expenses:**
  - a. **Five (5) ThinkPad E16 Gen a AMD (16”) at \$839.99, total \$4,199.95.**
  - b. **Three (3) Acer SB272 EBI 27” Full HD at \$99.99, total \$299.97.**
  - c. **Eight (8) CA Recycling Fee at \$5.00, total \$40.00.**

Cell Phone Stipend:

6. \$3,600 for cell phone stipend:
  - a. \$50 per Promotora per month for six (6) Promotoras.

Mileage and Parking:

7. \$10,046 for mileage and parking:
  - a. Reimburse Health Promotoras approximately forty (40) miles per week for fifty-two (52) weeks for six (6) staff at \$0.655 per mile.
  - b. Reimburse Health Promotoras approximately three (3) parking per week for fifty-two (52) weeks for six (6) staff at \$2.00 per parking.

Indirect Cost:

8. \$52,346 for indirect cost (15% of direct costs listed above).

**CONTRACTOR will be paid \$33,857.50 per month. The maximum amount payable under this Agreement shall not exceed \$406,290 for the term of this Agreement.**

2. All other terms and conditions remain in effect.

I have received, read, understand, and agree to the terms and conditions set forth in and will abide by the standards and conditions governing this Agreement. This Agreement is considered to have been executed as of the day and year first above written though memorialized as of the day and year below written.

\_\_\_\_\_  
Reviewed by: Kaye Quintero, Associate Director  
FRANK D. LANTERMAN REGIONAL CENTER

\_\_\_\_\_  
Date

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Melinda Sullivan, Executive Director  
FRANK D. LANTERMAN REGIONAL CENTER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Halpern-Ibrahim, Executive Director  
ESPERANZA COMMUNITY HOUSING  
CORPORATION

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN THE**  
**FRANK D. LANTERMAN REGIONAL CENTER**  
**AND**  
**ESPERANZA COMMUNITY HOUSING CORPORATION**

This Agreement is made and entered into between the LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION, INC., doing business as the FRANK D. LANTERMAN REGIONAL CENTER, located at 3303 Wilshire Boulevard, Suite 700, Los Angeles, California 90010, hereinafter referred to as the "REGIONAL CENTER," and Esperanza Community Housing Corporation, whose address is 3655 S. Grand Avenue #280, Los Angeles, CA 90007, hereinafter referred to as the "CONTRACTOR." The CONTRACTOR and the REGIONAL CENTER may be referred to jointly as the "Parties".

**RECITALS**

REGIONAL CENTER is a private, non-profit, public benefit corporation which is required by statute (Welfare & Institutions Code section 4500, and following) to provide case management services for individuals with developmental disabilities ("Clients") in its area.

REGIONAL CENTER receives funds under a contract with the State Department of Developmental Services ("DDS").

CONTRACTOR is a social justice non-profit in South Central Los Angeles that achieves long-term, comprehensive community development. Esperanza Community Housing Corporation (EHC) develops and preserves affordable housing, elevates health equity and access to care, mobilizes for environmental justice, creates and protects local economic opportunities, expands engagement in arts and culture, and advocates for policies protecting human rights. EHC is an organization with the expertise in the nature of work required.

The CONTRACTOR has agreed to improve access and utilization of REGIONAL CENTER services by clients identified by the REGIONAL CENTER.

The Parties desire to enter into an agreement whereby CONTRACTOR shall perform, as set forth herein and REGIONAL CENTER shall compensate CONTRACTOR for such services.

CONTRACTOR has been vendored in accordance with the requirements of Title 17 of the California Code of Regulations to provide such services.

It is the express intention of the parties that CONTRACTOR shall render services to REGIONAL CENTER as an independent contractor and not as the agent, employee, partner, or legal representative of the REGIONAL CENTER. CONTRACTOR is under the control of the REGIONAL CENTER as to the result of his/her services only and not as to the means by which said result is accomplished. CONTRACTOR shall, subject to the provisions of this Agreement, retain sole and absolute discretion and judgment with respect to the manner of rendering the services contemplated of him/her under this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the promises set forth below, the Parties agree as follows:

**1. REGIONAL CENTER'S OBLIGATIONS**

In accordance with Title 17, Section 50609, Subdivision (c) of the California Code of Regulations, (Contract Fiscal Provisions), the obligation of the REGIONAL CENTER to make payments under this Agreement is expressly made contingent upon REGIONAL CENTER receiving and continuing to receive adequate funding from DDS. Subject to the terms for payments as provided herein, REGIONAL CENTER shall pay to CONTRACTOR the sums specified in Section 5 of this Agreement.

**2. TERM**

This Agreement shall be from **July 1, 2023 until June 30, 2024** unless terminated earlier in accordance with the provisions stated herein.

**3. GENERAL PROVISIONS**

A. The CONTRACTOR agrees that it shall comply with all California statutes, laws and regulations applicable to the approved services of the CONTRACTOR and shall render services in accordance with the applicable provisions of the California Lanterman Developmental Disabilities Services Act (the Lanterman Act) set forth at Welfare & Institutions Code, Section 4500 and following, and the corresponding provisions of Title 17 of the California Code of Regulations, including, without limiting the generality of the foregoing, the Service Provider Accountability Regulations set forth at Title 17, California Code of Regulations, Section 50601 through Section 50612. The terms of this Agreement shall not be used to excuse compliance with any existing statutes or regulations.

B. The REGIONAL CENTER and the CONTRACTOR understand that periodic amendments to this Agreement may be necessary to conform to current law. Any amendment or modification to this Agreement shall be in writing and shall comply with the requirements of applicable statutes and regulations.

C. The CONTRACTOR agrees that the CONTRACTOR and any agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity, and not as officers or employees or agents of the State of California or the REGIONAL CENTER.

D. The REGIONAL CENTER and the CONTRACTOR shall be excused from performance during the time and to the extent that either Party is prevented from performing by acts of God, strikes, commandeering of vehicles, material, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party.

E. The CONTRACTOR shall not deny services or employment to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, or physical or mental disability.

F. No waiver of a particular provision of this Agreement by the REGIONAL CENTER shall constitute a waiver of any other provision. Failure of the REGIONAL CENTER to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

G. CONTRACTOR may neither assign, nor sub-contract any provision or service under this Agreement.

H. CONTRACTOR agrees that he, she or it and all of his, her or its agents and employees shall use reasonable and appropriate safeguards to protect all Client information in accordance with the privacy requirements of W&I Code, Sections 4514 and 5328 and the Health Insurance Portability and Accountability Act of 1996 Privacy Regulation (45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart E) (“HIPAA”). In this regard, all confidential information about Regional Center Clients in any electronic format shall be password protected and encrypted as appropriate. CONTRACTOR further agrees to report any disclosure or security incident of which he, she or it becomes aware to REGIONAL CENTER and to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of confidential information by CONTRACTOR, his, her or its agents or employees, in violation of this agreement. (45 C.F.R. §§ 164.314(a)(2)(i)(C); 164.504(e)(2)(ii)(C) and 164.530(f).)

I. CONTRACTOR understands and agrees that there is a Zero Tolerance Policy for Client abuse and neglect. Its terms include the following:

1. CONTRACTOR, and his, her or its agents and employees are required to report any incident or allegation of suspected abuse or neglect to the appropriate entities, including, but not limited to REGIONAL CENTER, pursuant to W&I Code, Section 15630.
2. Upon becoming aware of the reportable incident or allegation of abuse or neglect of a Client, CONTRACTOR, and his, her or its agents and employees shall take immediate action to ensure the health and safety of the involved Client and all other Clients receiving services from Contractor.
3. CONTRACTOR shall ensure that all of his, her or its agents and employees are fully informed upon hire and annually thereafter regarding this Zero Tolerance Policy and mandatory abuse and neglect reporting laws. Each employee must be knowledgeable of his or her responsibility to protect Clients from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforce the Zero Tolerance Policy.
4. CONTRACTOR shall use all remedies available to him, her or it in statute and regulations to protect the health and safety of Clients, including, but not limited to preventing any Client interaction by any individual accused of and being investigated for alleged Client abuse or neglect of any kind, until such time as investigation clears that individual for further work with Clients.

J. The CONTRACTOR agrees to defend, indemnify and save harmless the REGIONAL CENTER, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation which or who may be injured or damaged in any way by the CONTRACTOR or its agents or employees in the performance of this Agreement.

#### **4. SCOPE OF WORK/PROGRAM PROVISIONS**

A. The CONTRACTOR shall assist clients identified by the REGIONAL CENTER to improve their access and utilization of services. The REGIONAL CENTER shall provide related training and materials for the CONTRACTOR on regional center services. The goal of the promotora is to develop social networks within the community. The promotora will work with families to engage families who are disconnected and isolated to improve their access to services and increase utilization through coaching and mentoring. Families will learn to make informed decisions that will ultimately benefit REGIONAL CENTER clients.

B. The CONTRACTOR shall maintain confidentiality of records in accordance with the provisions of Welfare and Institutions Code, Sections 4514, 5328, and 14100.2, as well as Title 22, California Code of Regulations, Sections 51009, as applicable.

C. The CONTRACTOR agrees diligently to use CONTRACTOR'S best efforts to provide the highest quality services of the nature contracted for herein while performing services under this Agreement. CONTRACTOR agrees to maintain in good order CONTRACTOR'S professional licensure, certification, and/or other professional designations, and to abide by all other legal and ethical obligations and requirements applicable to CONTRACTOR'S profession. CONTRACTOR agrees that all services provided under this Agreement shall be in accordance with currently approved methods and practices of the profession, as amended from time to time.

D. Except as expressly provided in this Agreement, CONTRACTOR shall have no authority to enter into or execute any agreement on behalf of the REGIONAL CENTER, to incur any liability or indebtedness of any kind or nature in the name of or on behalf of the REGIONAL CENTER or to otherwise bind the REGIONAL CENTER in any manner. CONTRACTOR shall not be authorized or empowered to exercise any management functions concerning the REGIONAL CENTER or to take part in any way in the control of the REGIONAL CENTER'S business affairs.

E. The REGIONAL CENTER shall not be responsible for withholding or paying any amount for workers' compensation insurance or any federal, state, or local income, payroll, or Social Security Tax of any type whatsoever, including without limitation (i) federal and California income taxes, (ii) federal social security taxes, or (iii) California unemployment tax or disability insurance, with respect to any compensation payable to CONTRACTOR hereunder.

F. The CONTRACTOR fully understands that CONTRACTOR, and not the REGIONAL CENTER, shall maintain his, her or its own payments and reports to the proper government agencies as required by law. Upon the request of the REGIONAL CENTER,



CONTRACTOR shall provide the REGIONAL CENTER with written evidence of all such reporting and payments required to be made by him, her or it with respect to the compensation payable to him, her or it under this Agreement.

## **5. PAYMENTS BY REGIONAL CENTER**

A. The CONTRACTOR shall be paid in arrears and upon receipt of an approved invoice.

The CONTRACTOR shall be paid as follows:

### **Salaries:**

1. \$53,015 full-time equivalent salary to employ one (1) Coordinator.
2. \$205,055 full-time equivalent salary to employ a total of five (5) Community Health Promotoras.

### **Benefits:**

3. \$72,260 for benefits (28% of total salary).

### **Supplies:**

4. \$5,000 for program supplies:
  - a. Reimburse Health Promotoras on purchase of agendas, paper, pens, cartridge, etc. used for program printing of reports and other project documents: flyers, outreach and education materials.

### **Cell Phone Stipend:**

5. \$3,600 for cell phone stipend:
  - a. \$50 per Promotora per month for six (6) Promotoras.

### **Mileage and Parking:**

6. \$10,046 for mileage and parking:
  - a. Reimburse Health Promotoras approximately forty (40) miles per week for fifty-two (52) weeks for six (6) staff at \$0.655 per mile.
  - b. Reimburse Health Promotoras approximately three (3) parking per week for fifty-two (52) weeks for six (6) staff at \$2.00 per parking.

### **Indirect Cost:**

7. \$52,346 for indirect cost (15% of direct costs listed above).

**CONTRACTOR will be paid \$33,443.50 per month. The maximum amount payable under this Agreement shall not exceed \$401,322 for the term of this Agreement.**

B. The CONTRACTOR agrees to accept such payments as payment in full for the services provided. The CONTRACTOR shall not charge the REGIONAL CENTER more for the services provided than it charges to members of the public for the same services.

C. The CONTRACTOR understands that payments of vendor claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws.

D. The CONTRACTOR agrees to utilize the provisions of Title 17 of the California Code of Regulations, Section 50700 and following, pertaining to audits.

## **6. RECORDS MAINTENANCE**

A. The CONTRACTOR shall maintain financial records relating to the actions contemplated by this Agreement that consistently conform to generally accepted accounting principles.

1. Such financial records shall clearly reflect the nature and amounts of all costs and all income; and
2. All transactions for each month shall be entered into the financial records within 30 days after the end of that month.

B. The CONTRACTOR shall maintain records clearly reflecting the nature and amounts of all costs for goods and services provided, including employee records relative to the provision of such goods and services.

C. The CONTRACTOR agrees to keep for a minimum period of five years from the date of final payment for the State fiscal year in which services are performed under this Agreement, all records which are necessary to disclose fully the extent of goods and services furnished under this Agreement. The CONTRACTOR agrees to furnish these records and any information regarding payment claimed for providing such goods and services, upon request, to the REGIONAL CENTER or duly authorized representatives.

1. If any audit is in progress or an audit appeal is pending, the CONTRACTOR'S records shall be retained until all audit exceptions have been resolved.

D. The CONTRACTOR'S records pertaining to the service provided pursuant to the Agreement shall be open for audit by the Department of Developmental Services, the REGIONAL CENTER, and any authorized agency representative for a minimum of five years from the date of final payment of the State fiscal year. The CONTRACTOR shall accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless an appeal is filed pursuant to Section 50700 and following of Title 17 of the California Code of Regulations and liquidation is stayed pursuant to Section 50705 of said Regulations.

E. The CONTRACTOR shall maintain personnel, Client, financial, and service records in support of the goods and services delivered under this Agreement.

## **7. INSURANCE**

CONTRACTOR is expected to maintain professional liability insurance for all work performed on behalf of REGIONAL CENTER clients and families and to name REGIONAL CENTER as additional insured on all such policies, as a condition of doing business with REGIONAL CENTER. The CONTRACTOR shall provide a copy of the policy to the REGIONAL CENTER.

## **8. CONTRACT TERMINATION PROVISIONS**

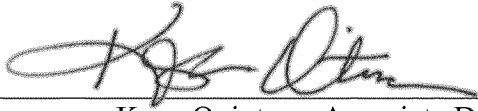
A. FOR CAUSE. The conditions which constitute possible grounds for termination of this Agreement with cause include, but are not limited to, those in which it is determined that the CONTRACTOR has not complied with the provisions of this Agreement, applicable Federal and State law or regulations, and standards and provisions of Title 17 of the California Code of Regulations or other statutes governing the service program and/or provision of goods and services for persons with developmental disabilities.

Notice of such termination shall be:

1. In the form of a notice containing provisions for contract termination.
2. Conveyed to the CONTRACTOR 30 days in advance of payment and/or contract termination, pursuant to Title 17 of the California Code of Regulations section 50611.

B. WITHOUT CAUSE. Either party may terminate this Agreement, without cause, by providing 30 day's written notice to the other. CONTRACTOR shall perform services throughout the notice period, unless the Parties agree, in writing, to earlier termination of such services. CONTRACTOR shall be paid for services performed through the end of the notice period.

I have received, read, understand, and agree to the terms and conditions set forth in and will abide by the standards and conditions governing this Agreement. This Agreement is considered to have been executed as of the day and year first above written though memorialized as of the day and year below written.



Reviewed by: Kaye Quintero, Associate Director  
FRANK D. LANTERMAN REGIONAL CENTER

7/14/2023

Date



Melinda Sullivan, Executive Director  
FRANK D. LANTERMAN REGIONAL CENTER

7/14/2023

Date



Nancy Halpern-Ibrahim, Executive Director  
ESPERANZA COMMUNITY HOUSING  
CORPORATION

8/2/2023

Date