



**Contract Number**

18-550-A3

**SAP Number**

## Community Development and Housing

**Department Contract Representative** Shanikqua Freeman, Deputy Director  
**Telephone Number** (909) 387-4327

<b>Contractor</b>	<u>Inland Counties Legal Services, Inc.</u>
<b>Contractor Representative</b>	<u>Darrell K. Moore, Esq.</u>
<b>Telephone Number</b>	<u>(951) 368-2541</u>
<b>Contract Term</b>	<u>August 1, 2018 through June 30, 2022</u>
<b>Original Contract Amount</b>	<u>\$400,000</u>
<b>First Amendment Amount</b>	<u>\$170,000</u>
<b>Second Amendment Amount</b>	<u>(\$85,671)</u>
<b>Third Amendment Amount</b>	<u>\$186,000</u>
<b>Total Contract Amount</b>	<u>\$670,329</u>
<b>Cost Center</b>	<u>6210002496 (HDAP)</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

CONTRACT 18-550  
AMENDMENT #3

This Third Amendment to the Contract ("Third Amendment") is made and entered into, by and between San Bernardino County, hereinafter referred to as "COUNTY" and Inland Counties Legal Services, Inc. (ICLS), hereinafter referred to as "CONTRACTOR", and provides for the alignment of resources and additional time to provide services that further enhance the goals and meet the programmatic needs of the Housing and Disability Advocacy Program (HDAP), hereinafter referred to as "Program."

**WHEREAS**, the County has been allocated funds from the State of California Health and Human Services Agency, Departments of Social Services (CDSS), to provide disability benefits advocacy services to eligible HDAP clients; and,

**WHEREAS**, on July 24, 2018, the Board of Supervisors approved Contract No. 18-550 ("Contract") between COUNTY and the CONTRACTOR to provide HDAP services; and,

**WHEREAS**, on October 16, 2018, the Board of Supervisors approved the First Amendment to Contract No. 18-550-A1 between the COUNTY and the CONTRACTOR to provide Emergency Solutions Grant funds; and,

**WHEREAS**, on June 23, 2020, the Board of Supervisors approved the Second Amendment to Contract No. 18-550-A2 between COUNTY and CONTRACTOR to provide HDAP services; and,

**WHEREAS**, COUNTY desires to fund CONTRACTOR an additional \$186,000 of HDAP funding to continue providing services to current program participants and provide services to new clients; and,

**WHEREAS**, CONTRACTOR desires to provide disability/legal advocacy services to assist HDAP-eligible clients obtain Social Security Income (SSI), Social Security Disability Income (SSDI), etc.; and,

**WHEREAS**, the County desires that such HDAP services be provided by Contractor and Contractor agrees to perform these services as set forth below.

**NOW, THEREFORE**, in consideration of mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree to this Amendment No. 3 to Contract No. 18-550 as follows:

**A. CONTRACT AMOUNT**

The Original Contract amount of \$400,000, modified by Amendment No. 1 increased the contract by \$170,000 resulting in a contract total of \$570,000, and later modified by Amendment No. 2 which reduced the contract amount by \$85,671 resulting in a contract total of \$484,329.

**A.1** The amount of contract is hereby amended with this Amendment No. 3 to increase the contract by \$186,000 resulting in a contract total of \$670,329.

**A.2** CONTRACTOR will serve a minimum of 30 new referrals and continue to serve the 54 program participants currently enrolled in the program until: a) a final determination has been made regarding their disability benefits eligibility; b) the program participant is no longer eligible for the program; or, c) the program participants no longer desire to participate in the program, whichever occurs first.

**B. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

**B.1** Provide Disability Benefits advocacy support services to clients including but not limited to legal advocacy during the application process from application submission to federal court (if necessary), hosting workshops and training for services to program partners and participants, regarding benefit processes and eligibility, to ensure consistency of process in the efforts to improve approval rates and outcomes.

**B.2** Engage and build partnership with local Social Security Administrative Offices to identify opportunities to better serve HDAP participants.

**B.3** Submit Reimbursement Claims in a timely manner no later than 30 days after the closing of the month.

**B.4** Continue to implement Attachment A (Scope of Work) from original contract.

**C. TERM OF CONTRACT**

The term of this Contract is hereby amended to August 1, 2018 through June 30, 2022, unless terminated earlier as provided in Section 16, General Contract Terms of the original contract. Any extension of time or rollover of unexpended funds would be at the sole and absolute discretion of the County, in accordance with applicable rules and regulations, as imposed by the State.

- C.1 The COUNTY's Community Development and Housing Director may grant time, performance, or activity budget modifications to this Contract when such modifications:
- a) in aggregate, do not exceed grant thresholds;
  - b) will not change the project goals beyond the thresholds as established by the State or scope of services;
  - c) are in the best interests of the COUNTY and CONTRACTOR in performing the scope of services under this Contract;
  - d) do not alter the amount of compensation under this Contract.
  - e) do not conflict with CDSS budget amendment thresholds and/or processes.
- C.2 The expenditure deadline for HDAP eligible expenses under this Amendment No. 3 is June 30, 2022, with a submittal deadline of final month's expenses no later than July 30, 2022.

All other terms and conditions of Contract No. 18-550 remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the CONTRACTOR have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Inland Counties Legal Services, Inc.

*(Print or type name of corporation, company, contractor, etc.)*

▶ \_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

Title \_\_\_\_\_ Deputy Director of Litigation  
*(Print or Type)*

By \_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_  
Address 1040 Iowa Avenue, Ste. 109  
Riverside, CA 92507-2106

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ \_\_\_\_\_  
Suzanne Bryant, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Gary Hallen, Director  
Date \_\_\_\_\_