



Contract Number

18-274 A-1

SAP Number

4400008081

Children and Family Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	Team Legal, Inc.
Contractor Representative	Sean O'Connell
Telephone Number	(661) 312-5058
Contract Term	July 1, 2018 through June 30, 2022
Original Contract Amount	\$300,000
Amendment Amount	N/A
Total Contract Amount	\$300,000
Cost Center	5055052738

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

It is hereby agreed to amend Contract No. 18-274, effective July 1, 2021, as follows:

SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES

Amend Paragraph U.3, add Paragraph U.4, and add Paragraph CC, to read as follows:

U.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment C) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
- a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- CC. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

SECTION VIII. TERM

Amend Section to read as follows:

This Contract is effective as of July 1, 2018, and is extended from its expiration date of June 30, 2021, to expire on June 30, 2022, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties.

SECTION XI. CONCLUSION

Amend Paragraph C and add Paragraph D to read as follows:

- C. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

ATTACHMENT B – FEE SCHEDULE

Replace Attachment B – Fee Schedule with the revised Attachment B – Fee schedule, included in this Amendment.

ATTACHMENT C – ASSURANCE OF COMPLIANCE

Add Attachment C, Assurance of Compliance, included in this Amendment.

All other terms and conditions of Contract No. 18-274 remain in full force and effect.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

Team Legal, Inc.

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

By ►

(Authorized signature - sign in blue ink)

Name Sean O'Connell

(Print or type name of person signing contract)

Title Director of Marketing & Client Relations

(Print or Type)

Dated: _____

Address 25876 The Old Road, Suite 314

Valencia, CA 91381

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Jennifer Mulhall-Daudel, HS Contracts Unit

Date _____

Reviewed/Approved by Department

►

Marlene Hagen, Director

Date _____

Attachment B – FEE SCHEDULE

Standard Service (one flat fee)	Successful Service (Personal Serve/Subst ituted Service)	Non-Service (Bad Address or unable to locate or sub-serve individual)	Locate Services (in-field locate to verify a bad address)
Nationally – States outside and territories outside of California	95.00	95.00	NO CHARGE
Priority Service	50.00	50.00	NO CHARGE
Standby/Wait Time	40.00	40.00	
OPTIONAL SERVICES			
Investigative Services	\$35 and up		

FEE SCHEDULE – SUPPLEMENTAL SERVICES

<input type="checkbox"/>	<p><u>RECALL OF DOCUMENTS:</u> County recalls the documents to be served within the thirty (30) day period.</p> <p>\$ <u>No Charge prior to attempts</u></p>
<input type="checkbox"/>	<p><u>BAD ADDRESS – Pre-Service Attempt:</u> After making a pre-service attempt inquiry of readily available online resources (e.g., Google Maps, MapQuest, U.S. Post Office [address does not exist]) and checking Contractor's in-house database of bad addresses (e.g., known County government buildings or other federal, state or local municipality government addresses where service of process is prevented, and other documented addresses known to be undeliverable), Contractor immediately returns the service packet.</p> <p>\$ <u>No Charge</u></p>
<input type="checkbox"/>	<p><u>MULTIPLE DEFENDANTS / ADULT – GUARDIAN – MINOR:</u> County provides Contractor with documents to serve more than one person at the same address.</p> <p>\$ <u>Standard rate for first Defendant, and 50%of the Standard rate for second Defendant.</u></p>
<input type="checkbox"/>	<p><u>PRIORITY/RUSH SERVICE:</u> County provides Contractor with prior written instructions that service packet must be served within a twenty-four (24) hour period. Written instructions to be included with documents submitted to County. Verbal instructions to Contractor to be verified via email and submitted with invoicing documents to County.</p> <p>\$ <u>50.00 plus Standard Service rate</u></p>
<input type="checkbox"/>	<p><u>STANDBY/WAIT TIME SERVICE:</u> County requests through prior written instructions or approval a specific wait time prior to service. A fee, if charged, would be a one-time additional fee and not an hourly rate. Wait time, if necessary, must be documented in the field notes and submitted with copy of written approval attached to documents submitted to County.</p> <p>\$ <u>40.00 plus Standard Service rate</u></p>
<input type="checkbox"/>	<p><u>MULTIPLE CASES:</u> County provides multiple cases to be served on the same Defendant. Any rate proposed here is for multiple cases that are served on the same date and same time by the same process server.</p> <p>\$ <u>Standard rate for first Defendant, and 50%of the Standard rate for second Defendant.</u></p>
<input type="checkbox"/>	<p><u>SPECIAL HANDLING:</u> Contractor is required in writing to perform specific/special task to effect service that would not ordinarily occur in the normal serving of process (e.g., County requests that service be affected on a certain day at a certain time.) Copy of written request to be submitted with documents to County.</p> <p>\$ <u>25.00 plus Standard Service rate</u></p>

ASSURANCE OF COMPLIANCE STATEMENT

ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Team Legal, Inc.

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

Team Legal, Inc.

ORGANIZATION

25876 The Old Road, Suite 314
Valencia, CA 91381

ADDRESS