

**AMENDMENT TWO  
TO CONTRACT MA-057-16011130  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
PADRES UNIDOS  
FOR  
THE PROVISION OF OUTREACH, SUPPORT AND EDUCATION  
SERVICES FOR FAMILIES OF YOUTH INVOLVED  
IN THE CRIMINAL JUSTICE SYSTEM**

This Amendment Two (hereinafter referred to as "Amendment") to Contract MA-057-16011130 is made and entered into upon execution of all necessary signatures between County of Orange, a political subdivision of the State of California (hereafter referred to as "County"), acting through the Orange County Probation Department (hereafter referred to as "Probation"), and Padres Unidos (hereinafter referred to as "Contractor"), which are individually referred to as "Party" or collectively referred to as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to Request for Proposal (RFP) #057-08102015-JD, for outreach, support and educational services for families of youth involved in the criminal justice system; and

**WHEREAS**, County determined that Contractor's proposed services met or exceeded the requirements and specifications of the RFP; and

**WHEREAS**, on January 12, 2016, the Orange County Board of Supervisor (Board) approved Contract No. MA-057-16011130 ("Contract"), between the Parties for outreach, support and education services for families of youth involved in the criminal justice system, for a three-year period, effective January 12, 2016 through January 12, 2019, with a not to exceed amount of \$287,283 per annum, for a cumulative Contract total of \$861,849; and

**WHEREAS**, on January 13, 2019, the County renewed Contract No. MA-057-16011130 for a one-year period, effective January 13, 2019 through January 12, 2020, with Contract amount not to exceed \$296,884, for a cumulative Contract total of \$1,158,733; and

**WHEREAS**, County desires to renew Contract No. MA-057-16011130 for a one-year period, effective January 13, 2020 through January 12, 2021, with Contract amount not to exceed \$296,884, for a revised cumulative Contract total amount of \$1,455,617;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, Parties mutually agree to amend as follows:

1. Section II ("Additional Terms and Conditions"), Article 2 of the Contract ("Term of Contract"), shall be amended in part to reflect the following:
  - "2. **Term of Contract:** The term of this Contract shall be for the one-year period commencing on January 13, 2020 through January 12, 2021, subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

Paragraph I – Assignment or Subcontracting  
Paragraph K – Termination  
Paragraph P – Insurance Provisions  
Paragraph S – Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Section II, Additional Terms and Conditions:

Paragraph 8.0 – Contingency of Funds  
Paragraph 9.0 – Child Support Enforcement Requirements  
Paragraph 10.0 – Contractor Bankruptcy/Insolvency  
Paragraph 15.0 – Conflict with Existing Law  
Paragraph 18.0 – Contractor Personnel- Drug-Free Workplace  
Paragraph 23.0 – Covenant against Contingent Fees”

2. Section II (“Additional Terms and Conditions”), Article 2 (“Term of Contract”), Subsection 2.1 of the Contract shall be deleted in its entirety.
3. Section II (“Additional Terms and Conditions”), Article 9 of the Contract (“Child Support Enforcement Requirements”) shall be deleted in its entirety.
4. Section II (“Additional Terms and Conditions”), Article 25 of the Contract (“EDD Independent Contractor Reporting Requirements”) shall be deleted in its entirety and replaced with the following:

“25. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).”

5. Section II (“Additional Terms and Conditions”), Article 30 of the Contract shall be added to the Contract as follows:

“30. **Contractor’s Personnel Requirements:** All employees must pass Probation’s security clearance and meet all requirements as set forth below:

30.1 All Contractor’s employees assigned to perform the work under this Contract shall be

subject to background checks in accordance with Section III ("Scope of Work"), subsection 3.3 ("Probation Background Investigation"). Clearance must be updated and renewed for every employee, every five (5) years until contract expires or employee separates from company

- 30.2 No person shall be assigned to perform the work under this Contract that has not received prior clearance from the Probation Department.
  - 30.3 Contractor is responsible for ensuring that anytime an employee is assigned to perform work pursuant to this Contract that a security clearance request is submitted and approved in accordance with Section III ("Scope of Work"), subsection 2.2 ("Contractor Background Clearance"), prior to that employee requiring access to such premises for providing services under this Contract.
  - 30.4 Contractor security clearance information shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
  - 30.5 Contractor's employees who will be assigned to perform services under this Contract shall complete the following forms: FBI Criminal Justice Information Services and Security Addendum (CJIS) (attached hereto as Exhibit 2), Employee/Volunteer Statement Form (attached hereto as Exhibit 3), Employee Acknowledgement of Employer Form (attached hereto as Exhibit 4) and Confidentiality of CORI Information (attached hereto as Exhibit 5).
  - 30.6 Contractor shall additionally sign the CLETS Private Contractor Management Control Agreement (attached hereto as Attachment B) in order to provide Contractor access to such information as may be needed to perform services under the Contract, provided it is understood Contractor will not have access to the CLETS system itself. Based on the level of CLETS/NCIC access granted to Contractor, Contractor's employees who will be assigned to perform services under this Contract may be required to complete CLETS/NCIC Training."
6. Section II ("Additional Terms and Conditions"), Article 29 of the Contract ("Background") shall be deleted in its entirety.
  7. Section II ("Additional Terms and Conditions"), Article 31 of the Contract shall be added to the Contract as follows:
 

**"31. Security Requirements:**

    - 31.1 Contractor shall, with the respect to all employees of Contractor performing services hereunder, and in accordance with federal and state law:
      - 31.1.1 Perform background checks as to past employment history. Contractor may not rely on Probation's background security clearance (hereinafter "security clearance", "background clearance" or "background investigation") as set forth in Section III ("Scope of Work"), subsection 2.2 ("Contractor Background Clearance") and subsection 3.3 ("Probation Background Investigation")
      - 31.1.2 Inquire as to past criminal felony convictions.
      - 31.1.3 Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no

DUI convictions within two (2) years prior to commencement of services hereunder

31.2 Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

- 31.2.1 Inability or unwillingness to perform in a competent manner
- 31.2.2 Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons
- 31.2.3 Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years
- 31.2.4 Usage of illegal drugs or other substances
- 31.2.5 If any of the above-referenced problems with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property

31.2.6 Nothing herein shall render any employee of Contractor an employee of County."

8. Section III ("Scope of Work"), Subsection 3.0 ("Contractor Responsibilities"), subsection 2.2 of the Contract shall be amended in part to reflect the following:

**"2.2. Contractor Background Clearance:** At least 30 days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to [Prob-VendorBackgrounds@prob.ocgov.com](mailto:Prob-VendorBackgrounds@prob.ocgov.com) and carbon copy to [Prob-Purch@prob.ocgov.com](mailto:Prob-Purch@prob.ocgov.com), so that Probation can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.

Notify Probation Department Background unit in writing within 30 days of separation the name of any approved employee who leaves the contractor's employment."

9. Section III ("Scope of Work"), Subsection 4.0 ("County's Responsibilities"), subsection 3.3 of the Contract shall be amended in part to reflect the following:

**"3.3. Probation Background Investigation:** Conduct a background investigation on each Contractor's current employees identified as assigned to perform services under this Contract in accordance with Scope of Work Section III (Scope of Work), subsection 2.2 (Contractor Background Clearance) above. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any Contractor's employees approved to perform services under this Contract.

All Contractor Employees assigned under this Contract are required to receive prior background clearance from Probation before providing any services. A representative from Probation's Background Unit will notify Contractor as to whether or not each employee has passed

background. If an employee is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or to the employee."

10. The Contract shall be amended to include Attachment B (CLETS Private Contractor Management Control Agreement).
11. The Contract shall be amended to include Exhibit 2 (FBI Criminal Justice Information Services and Security Addendum - CJIS), Exhibit 3 (Employee/Volunteer Statement Form), Exhibit 4 (Employee Acknowledgement of Employer Form) and Exhibit 5 (Confidentiality of CORI Information)
12. This Amendment Two modifies the Contract only as expressly set forth above. This Amendment Two does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain in full force.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Two to the Contract to be executed in the County of Orange, State of California.

**PADRES UNIDOS\*:**

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Patricia Hyeta de Perales  
Name  
Patricia Hyeta de Perales  
Signature

Board President  
Title  
10-21-2019  
Dated

\* The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.

Monica Perales  
Name  
Monica Perales  
Signature

Board Secretary  
Title  
10/21/19  
Dated

\*\*\*\*\*  
COUNTY OF ORANGE

\_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

\_\_\_\_\_  
Dated

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER C.C. Sec 25103, Reso 79-1535

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board  
County of Orange, California

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: [Signature]  
Senior Deputy County Counsel

10/30/19

\_\_\_\_\_  
Dated

# ATTACHMENT B

## CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA  
HSC 00042  
(Reg 11/23/95, Rev 02/2015)

DEPARTMENT OF JUSTICE  
PAGE 1 of 2

### CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Orange County Probation Department

CA030023G

to Padres Unidos

to perform Outreach, Support & Education Services for families of youth involved in criminal justice system services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce.

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.

## ATTACHMENT B CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA  
HDC 0008  
May 11/2005, Rev 03/2013

DEPARTMENT OF JUSTICE  
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### CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature (CLETS Subscribing Agency Head)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Private Contractor Agency Head)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



**EXHIBIT 2**  
**FBI CRIMINAL JUSTICE INFORMATION SERVICES AND SECURITY ADDENDUM (CJIS)**



STATE OF CALIFORNIA  
HDO 0012  
(Orig. 02/2003; Rev. 04/2010)

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

DEPARTMENT OF JUSTICE  
PAGE 1 of 1

**PRINT**

**RESET**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**EXHIBIT 3**  
**EMPLOYEE/VOLUNTEER STATEMENT FORM**

**EMPLOYEE/VOLUNTEER STATEMENT FORM**

**USE OF CLETS CRIMINAL JUSTICE INFORMATION**  
**AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

As an employee/volunteer of \_\_\_\_\_, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the need-to-know and the right-to-know. Misuse of such information may adversely affect an individual(s) civil rights, and violates the law and/or CLETS policy.

Penal Code section 502 prescribes the penalties relating to computer crimes. Penal Code sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code sections 11141-11143 and 13302-13304 prescribe penalties for misuse of public record and CLETS information. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any person/volunteer who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**EXHIBIT 4**  
**EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER FORM**

I acknowledge that I am an employee of Padres Unidos and not of the County of Orange.

I understand that my employer, Padres Unidos and not the County of Orange will be solely responsible for providing on my behalf, all legally required employee benefits.

I understand that the County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on my behalf.

\_\_\_\_\_  
(Employee Name -- Please Print)

\_\_\_\_\_  
(Signature of Employee)

**EXHIBIT 5**  
**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you have access to CORI. The Orange County Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

Copy to be forwarded to Probation Juvenile Court Services Assistant Division Director within five (5) business days of start of employment.