



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-20**

For the meeting of: January 3, 2017

Date: 12/06/2016

To: Board of Supervisors

From: Maggie Fleming, District Attorney *M Fleming*

Subject: Execution of Joint Powers Agreement Amendment #1 and resolution with California Victim Compensation Board (formerly Victim Compensation and Government Claims Board (VCGCB)) and Supplemental Budget (requires 4/5 vote)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Adopt the attached Resolution and authorize the Chair of the Board to execute the Standard Agreement Amendment between the County of Humboldt and the California Victim Compensation Board (CalVCB) for July 1 2015 – June 30, 2018 in the amount of \$380,849.00;
2. Direct the Chair of the Board to sign four (4) originals of the attached Standard Agreement Amendment between the County of Humboldt and CalVCB;
3. Direct the Clerk of the Board to process and return the executed copies to the District Attorney's Office, attention Rachelle Davis, for further processing and submission to the State; and
4. Direct the Clerk of the Board to provide approved Supplemental Budget to the Auditor's office for further processing.

SOURCE OF FUNDING:

State of California – Victim Compensation Board

Prepared by Rachelle Davis

CAO Approval *Chester Dillingham*

REVIEW:	Auditor <u>WBM</u>	County Counsel	Personnel	Risk Manager	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg*

Seconded by Supervisor *Fennell*

And unanimously carried by those members present.

The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. C-34 \_\_\_\_\_

Meeting of: June 23, 2015

Dated: Jan. 3, 2017

Kathy Hayes, Clerk of the Board

By: *An Hartwell*

DISCUSSION:

Previously the July 1, 2015 – June 30, 2018 re-application contract for funding was approved by the CalVCB. This contract helps the County of Humboldt, District Attorney (DA) Victim Witness Program advise victims of crime what their rights are as it relates to losses when they have been crime victims.

The CalVCB would like to increase funding to the grant program by \$5,000 dollars for the period of July 1, 2016 through June 30, 2018. This amendment will increase funding by \$2,500 for each remaining year of the contract. This grant funding assists in covering 1.8 Full Time Equivalent (FTE) Victim Witness Program Specialist salaries and benefits in budget 1100 220. This increase will assist with the communication, utility, insurance and A-87 costs.

This request for approval of the amendment to increase funding of the current three year contact supports the Board Strategic Framework by seeking outside funding sources to benefit Humboldt County needs.

FINANCIAL IMPACT:

Approval of the amendment will allow the County to be reimbursed up to a maximum of \$380,849 for services performed in accordance with the scope of work described in the grant for the period of July 1, 2015 – June 30, 2018. The amendment will increase the funding from \$125,283 to \$127,783 for the remainder of the grant contract period. A supplemental budget in 1100 220 is requested to reflect the increased grant funding for the current fiscal year.

OTHER AGENCY INVOLVEMENT:

California Victim Compensation Board

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the Standard Agreement Amendment with CalVCB. This is not recommended as it would cause a loss in revenue for the Joint Powers Unit located in the Victim Witness Office which helps to serve and assist victims of the community with unreimbursed losses.

ATTACHMENTS:

1. (4 originals) Standard Agreement Amendment between the County of Humboldt and the California Victim Compensation Board
2. Resolution
3. Supplemental Budget 1100 220

Attachment 1  
Standard Agreement Amendment

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>VCGC5047 A1</b>	<b>1</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
CALIFORNIA VICTIM COMPENSATION BOARD
- CONTRACTOR'S NAME  
COUNTY OF HUMBOLDT
2. The term of this Agreement is JULY 1, 2015 through JUNE 30, 2018
3. The maximum amount of this Agreement after this amendment is: \$ 380,849.00 Three hundred eighty thousand, eight hundred forty-nine dollars and no cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This contract is hereby amended as follows:

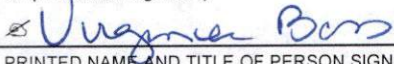

The Victim Compensation and Government Claims Board (VCGCB) has changed its name. The new name is California Victim Compensation Board (CalVCB).

The maximum amount of this Agreement is increased by \$5,000.00 for a total not to exceed \$380,849.00.

**EXHIBIT A – Scope of Work**Section 5. Add the following language:

If an overpayment is identified as a result of an error the Contractor made when issuing the revolving fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
County of Humboldt		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	1-3-2017	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Virginia Bass, Chair-Board of Supervisors		
ADDRESS		
825 5 <sup>th</sup> Street, 4 <sup>th</sup> Floor Eureka, CA 95501		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
California Victim Compensation Board		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Valinda Roberts, Deputy Executive Officer – Admin.		
ADDRESS		
400 "R" Street, Suite 500, Sacramento, CA 95811		
		<input type="checkbox"/> Exempt per:

- a. The Contractor shall report any overpayments or suspected overpayments to County Liaison and Support Section (CLASS) at the CalVCB as soon as the overpayments are identified
- b. If the Contractor has made a reasonable attempt to recover the overpayment, the CalVCB is then responsible for collecting the amount of an overpayment from the overpaid party
- c. The CalVCB is ultimately responsible for collecting the overpayment from the overpaid party after one reasonable attempt is made to collect by the Contractor.

Section 11. Add the following language:

The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services.

Section 14. Change the following language:

Name of CalVCB project representative: Change from Marlene Dederick to Dionne C. Bell-Rucker  
Phone Number: Change from (916) 491-3737 to (916) 491-3512

Section 15. Add the following new section:

The Contractor may provide outreach and training activities for stakeholders and members of the public within the designated service area to the extent that such activities do not adversely affect the Contractor's ability to conduct data entry, verification and review for applications and bills.

**EXHIBIT B – Budget Detail and Payment Provisions**

Section 4. Cost Limitation

The total amount of this agreement shall not exceed \$127,783.00 for fiscal year 2016/2017 and \$127,783.00 for fiscal year 2017/2018.

**EXHIBIT D – Special Terms and Conditions**

Section 1. Personnel Services and Workload, Item b. Add the following language:

Personnel assigned to this contract shall possess the appropriate knowledge, skills and abilities to successfully perform the work. Hiring, transfers, or promotions of key personnel, such as program managers, supervisors and leads must be approved in writing by the CalVCB CLASS manager.

Section 2. Incompatible Activities, Item d – Change the following language:

Replace "Provide confidential information to anyone not authorized to receive the information" with "Disclose any confidential information except as required by law or authorized by the CalVCB, Confidential information includes, but is not limited to information about applicants, applications, and documents associated with applications."

Section 5. Job-Required Training – Add the following language:

Paragraph 2, sentence 2: The request is to be submitted on the Training Request Form (Attachment V to this contract) and forwarded to CLASS for approval at least 10 business days prior to the training date. Approval for the reimbursement for the requested training is at the discretion of CalVCB.

Section 7. Equipment, Item b. Purchase of Information Technology Equipment – Add the following language:

CalVCB strongly recommends that purchasing a maintenance agreement that provides on-site support within 24 hours.

All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

CalVCB reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software, equipment, and computers, to ensure they are patched, used and operating in a manner consistent with State policy and the terms of this contract. All personal computers should be using the following hardware, or an approved equivalent, which is the current standard for CalVCB:

- Intel 4<sup>th</sup> Generation Multi-Core i7 Processor
- 8 GB Ram
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Screen Monitor
- USB Keyboard
- USB Mouse or Trackball

The Contractor shall obtain prior written authorization from CalVCB prior to installing any equivalent or additional software on CalVCB purchased or reimbursed equipment. Requests should be immediately directed to CLASS.

Section 8. Operating Expenses, Item a – Add the following language:

CalVCB reserves the right to deny any expenses that are deemed ineligible by the state.

Section 10. Inventory – Add the following language:

CalVCB reserves the right to request current and complete inventory listings, and to remotely access, for audit purposes, all IT equipment procured through this contract.

Any other arrangements for disposal or surplus of equipment require written approval from the Deputy Executive Officer of the CalVCB or their designee.

Section 11. Confidentiality of Records, Item a – Replace the following language:

Replace "Memo 06-00-003" with "Memo 15-001", Attachment 1 to this amendment.

Section 11. Confidentiality of Records, Item d – Add the following language:

Paragraph 1, last sentence: This shall apply regardless of whether or not the services for such staff persons are paid for by the CalVCB.

13. Retention of Records – Add the following language:

The Contractor shall retain any other records relating to the operation of this contract, including but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created. All electronically retained documents shall have the same legal effect as an original paper document

13. Retention of Records – Remove the following language:

The Contractor shall retain claim files related to applications filed using the former claims management database, VOX, in its file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the VCGCB. The VCGCB will notify the Contractor if or when "inactive" files need to be sent to the VCGCB. The Contractor shall not destroy any files or records without written authorization from the VCGCB.

17. Compliance with CalVCB Policy – Add the following new section:

The Contractor shall ensure that all staff assigned to work related to this contract reviews and complies with the requirements of CalVCB policies, including the CalVCB Fraud Policy, CalVCB Information Systems Security and Confidentiality, and the CalVCB Privacy Policy Acknowledgement Form. CLASS will provide copies of the policies to the Contractor on July 1 at the beginning of each fiscal year to be signed and returned to CLASS within 30 days of receipt.

18. Security and Privacy Compliance – Add the following new section:

The Contractor's staff assigned to perform services for CalVCB must adhere to the following provisions. Staff should NOT:

- a. Attempt to access the CaRES application from any location other than their assigned work location. This includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the CaRES application.
- d. Walk away from their computer without locking the screen (Ctrl+Alt+Delete)
- e. Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Visit untrusted websites or open any attachments or links from untrusted email.
- g. Uninstall or disable anti-virus software and automatic updates.
- h. Install any unauthorized or unlicensed software.
- i. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- j. Disclose any PII information to unauthorized users.
- k. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information
- l. Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's Information Security Officer, the Contractor's CLASS Liaison and the CLASS Manager.

All other terms and conditions under this contract shall remain the same and in full force and effect.

Attachment 2  
Resolution

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of January 3, 2017

RESOLUTION NO. 17-05

**RESOLUTION AUTHORIZING RECEIPT OF FUNDING FROM THE CALIFORNIA VICTIM COMPENSATION BOARD (CalVCB) AND THE COUNTY OF HUMBOLDT FOR JULY 1, 2015-JUNE 30, 2018 (AGREEMENT #VCGC5047 AMENDMENT #1 FISCAL YEAR 2016-2017 AND 2017-2018)**

**WHEREAS**, the Humboldt County Board of Supervisors has previously entered into an agreement with CalVCB and desires to amend the agreement to receive an increase of funds; and

**WHEREAS**, the Humboldt County Board of Supervisors has designated the District Attorney Victim Witness Assistance Program as the provider of major and comprehensive victim and witness services in Humboldt County; and

**WHEREAS**, the CalVCB has selected the Humboldt County Victim Witness Assistance Program to receive "Joint Powers" funds for the purpose of verification of victim claims, and for the purpose of emergency awards of funeral/burial and other verified violent crime related expenses; and


**WHEREAS**, the CalVCB has allocated Humboldt County Victim Witness Assistance Program an increase in funding from \$375,849 to \$380,849 for the remaining Fiscal Years of July 1, 2016 - June 30, 2018 for the task of verification of claims.

**NOW, THEREFORE, BE IT RESOLVED** that the Chair of the Board of Supervisors of the County of Humboldt is authorized to sign the attached STANDARD AGREEMENT AMENDMENT #1 with the CalVCB to receive an increase in monies to assist in the operations a Victim Witness Assistance Program; and is further authorized to sign for the purpose of making any amendment or extension thereof.

**BE IT FURTHER RESOLVED** that the County of Humboldt hereby agrees to the use of funds for eligible activities in the manner presented in the application as approved by CalVCB and in accordance with program guidelines and will not be utilized to supplant local funds that would, in the absence of California Victim Witness Assistance Program, be made available to support assistance to the victims of crime.

**IT IS AGREED** that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the CalVCB disclaim responsibility for any liability.

Dated: January 3, 2017

  
\_\_\_\_\_  
VIRGINIA BASS, Chair  
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Sundberg, seconded by Supervisor Fennell, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of January 3, 2017

RESOLUTION NO. 17-05

STATE OF CALIFORNIA )  
County of Humboldt )

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL  
Deputy Clerk of the Board of Supervisors of the  
County of Humboldt, State of California

**Attachment 3**

**District Attorney  
California Victim Compensation Board  
Supplemental Budget FY 2016-17**

**REVENUE:**

1100 220 515033	DA Victim Witness Board of Control	\$2,500
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**EXPENDITURES:**

1100 220 2106	Communications	\$ 230
1100 220 2126	Utilities	\$ 1,000
1100 220 9138	Cost Applied	\$ 1,270

**TOTAL EXPENDITURES: \$2,500**