



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-34

For the meeting of: June 23, 2015

Date: June 15, 2015
To: Board of Supervisors
From: Maggie Fleming, District Attorney *m Fleming*
Subject: Execution of Joint Powers Agreement with the Victim Compensation and Government Claims Board for July 1, 2015-June 30, 2018.

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Adopt the attached Resolution and authorize the Chair of the Board to execute the Standard Agreement with the Victim Compensation and Government Claims Board (VCGCB) for July 1, 2015-June 30, 2018 in the amount of \$375,849.00;
- 2. Direct the Chair of the Board to sign four (4) originals of the attached agreement between the County of Humboldt and VCGCB and one contractor certification clauses form; and
- 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.

SOURCE OF FUNDING:

State of California – Victim Compensation Restitution Fund

Prepared by : Maggie Fleming

CAO Approval

Cheryl Dillingham

REVIEW: Auditor MSM County Counsel _____ Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Bass*
Seconded by Supervisor *Sundberg*
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Dated: June 23, 2015
Kathy Hayes, Clerk of the Board

Meeting of: May 22, 2012

By: *John Humboldt*

DISCUSSION:

The Victim Witness Program has received funding from the VCGCB since 1985. The July 1, 2015-June 30, 2018 contract is a re-application for funding that expands mandatory claims assistance services beyond the Office of Emergency Services Victim Witness Grant. The County of Humboldt, District Attorney (DA) Victim Witness Program advises victims of crime what their rights are as it relates to unreimbursed losses when they have been victims of crime. These losses include medical bills, relocation expenses, and other reimbursable losses. By approving this re-application the DA Victim Witness Program will continue to provide the necessary assistance to crime victims in the community.

FINANCIAL IMPACT:

Approval of the three year grant agreement will allow the County to be reimbursed up to a maximum of \$375,849.00 for services performed in accordance with the scope of work described in the grant for the period July 1, 2015-June 30, 2018. The grant will cover 1.8 Full Time Equivalent (FTE) Victim Witness Program Specialist salaries in Budget 1100 220 and cover some of the costs associated with operating expenses. Funding is allocated for three years with \$125,283.00 allocated for each fiscal year of the grant. The requested grant agreement for \$375,849.00 supports the Board's Strategic Framework by seeking outside funding sources to benefit Humboldt County needs.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to sign the agreement. This is not recommended as this would leave the community, as well as the region, without the local service to victims and witnesses.

ATTACHMENTS:

1. Resolution
2. Standard Agreement (5 original copies)
3. Certification

VCGCB AGENDA ITEM
RESOLUTION

ATTACHMENT 1

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 23, 2015

RESOLUTION NO. 15-65

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VICTIM
COMPENSATION AND GOVERNMENT CLAIMS BOARD AND THE COUNTY OF
HUMBOLDT FOR JULY 1, 2015-JUNE 30, 2018 (AGREEMENT #VCGC5047)**

WHEREAS, the Humboldt County Board of Supervisors has previously entered into an agreement with the Victim Compensation and Government Claims Board (hereafter referred to as the "VCGCB") and desires to re-apply for and receive an allocation 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 VCGCB 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 VCGCB has allocated Humboldt County Victim Witness Assistance Program a total of \$375,849 for Fiscal Years July 1, 2015- 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 with the VCGCB to receive monies to operate 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 use the funds for eligible activities in the manner presented in the application as approved by VCGCB and in accordance with program guidelines and will not be utilized to supplant local funds that would, in the absence of the California Victim Witness Assistance Program, be made available to support assistance to the victims of crime; and

BE IT FURTHER RESOLVED, that the County of Humboldt authorizes the District Attorney to execute, in the name of the County of Humboldt, the application, and all other documents required by the State of California for participation in the VCGCB, and any amendments thereto; and

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 VCGCB disclaim responsibility for any such liability.

Dated: June 23, 2015



ESTELLE FENNELL, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 23, 2015

RESOLUTION NO. 15-65


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

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

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 a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

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

VCGCB AGENDA ITEM
STANDARD AGREEMENT
(5 ORIGINALS)

ATTACHMENT 2

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER VCGC5047
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD
CONTRACTOR'S NAME
COUNTY OF HUMBOLDT
- The term of this Agreement is: **JULY 1, 2015** through **JUNE 30, 2018**
- The maximum amount of this Agreement is: **\$ 375,849.00**
 Three hundred seventy-five thousand, eight hundred forty-nine dollars and no cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B1 – Budget Page	2 Pages
Exhibit C* – General Terms and Conditions (GTC610)	1 Page
Exhibit D – Special Terms and Conditions	8 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – General Confidentiality Statement	1 Page
Attachment IIb – CalVCP Confidentiality Statement	3 Pages
Attachment III – Invoice Instructions	2 Pages
Attachment IIIb – Invoice Worksheet	1 Page
Attachment IV – Training Request Form	1 Page
Attachment V – Equipment Purchase Authorization Form	2 Pages
Attachment VI – Imaged Document Confidential Destruct Policy- Document Receiving Section Memo 09-001	2 Pages
Attachment VII – Overpayment Checklist	1 Page
Attachment VIII – County Inventory Form	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
COUNTY OF HUMBOLDT		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 6/23/2015	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Estelle Fennell, Chair-Board of Supervisors		
<small>ADDRESS</small> 825 5th Street, 4th Floor Eureka, CA 95501		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> JULIE NAUMAN, EXECUTIVE OFFICER		
<small>ADDRESS</small> 400 R STREET, SUITE 500, SACRAMENTO, CA 95811		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

The Contractor agrees to provide to the Victim Compensation and Government Claims Board (VCGCB) services as described herein:

1. The data entry, verification and adjudication of claims for the unreimbursed financial losses of victims of crime.
2. The Contractor shall verify and adjudicate applications and bills pursuant to the statutes, regulations and policies. The Contractor shall use all forms and processes required by the VCGCB.
3. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.
4. The verification of all applications and bills shall be performed by persons who have completed all required verification training provided by the VCGCB, and who have been certified as eligible to perform such duties.
5. The Contractor will verify applications and bills in accordance with VCGCB policies, procedures, directives, and memorandum.
6. The Contractor shall administer emergency expenses under Government Code section 13952(c)(3) pursuant to a separate contract.
7. The Contractor shall conduct data entry verification and review for applications and bills related to crimes that occurred in the following counties: Humboldt and Mendocino.
8. The VCGCB may, at its sole discretion, redirect workload (1) from the VCGCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the VCGCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.
9. The Contractor will use the Compensation and Restitution System (CaRES), the VCGCB automated claims management system, to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of the CaRES system.
10. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.
11. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries, and are treated with sensitivity and respect. Should the VCGCB communicate to

EXHIBIT A

SCOPE OF WORK

the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.

12. The services shall be performed at:

County of	Humboldt
Office	HCDA Victim Witness
Address	712 4th Street
City, State, Zip	Eureka, CA 95501

13. The services shall be provided during regular business hours, as defined in the State Administrative Manual Section 0180 and Government Code Section 11020, Monday through Friday, except government holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the County Liaison and Support Section (CLASS) manager in advance for any temporary changes in schedule or operating hours.

14. The project representatives during the term of this agreement will be:

State Agency: Victim Compensation and Government Claims Board	Contractor: County of Humboldt
Name: Marlene Dederick, County Liaison and Support Section Manager	Name: Office of the District Attorney
Phone: (916) 491-3737	Phone: 707-445-7411
Fax: (916) 491-6435	Fax: 707-445-7416

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: County of Humboldt
Section/Unit: Business Services Section	Section/Unit: Business Manager
Attention: Megan Vinson	Attention: Rachele Davis
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 825 5th Street, 4th Floor Eureka, CA 95501
Phone: (916) 491-6469	Phone: 707-268-2596
Fax: (916) 491-6413	Fax: 707-445-7416

EXHIBIT B

BUDGET DETIAL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB agrees to compensate the Contractor for actual expenditures permitted by the terms of this contract, as reflected in Exhibit B1, Budget.
- b. Invoices shall include the contract number and time sheets or attendance records, including the employee name, position/classification, and time base. Invoices and timesheets/attendance records should be submitted no later than the 30th day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

Victim Compensation and Government Claims Board
Attn: Accounting
P.O. Box 1348
Sacramento, California 95812-1348

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2016 for fiscal year 2015/2016, after June 30, 2017 for fiscal year 2016/2017, and after June 30, 2018 for fiscal year 2017/2018. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of this closeout invoice by the VCGCB.

2. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the VCGCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the VCGCB shall have the option to either terminate this agreement with no liability to the VCGCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

The Contractor shall be paid by the VCGCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other services to victims and shall not be used to supplant those currently provided by county funds, or grants administered by the California Emergency Management Agency.

3. PROMPT PAYMENT CLAUSE

The VCGCB shall pay all properly submitted, undisputed invoices within forty-five (45) days of receipt, in accordance with Chapter 4.5 of the Government Codes beginning with Section 927.

EXHIBIT B

BUDGET DETIAL AND PAYMENT PROVISIONS

4. COST LIMITATION

The total amount of this agreement shall not exceed \$125,283.00 for fiscal year 2015/2016, \$125,283.00 for fiscal year 2016/2017, and \$125,283.00 for fiscal year 2017/2018. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract, upon approval of the VCGCB.

The Contractor shall submit a budget for fiscal year 2015/2016 with this contract. The Contractor shall submit a proposed budget for fiscal year 2016/2017 no later than March 1, 2016, and for fiscal year 2017/2018, no later than March 1, 2017. The CLASS manager shall provide written approval of the proposed budget(s) and any subsequent modification(s).

5. REDUCTION OF CONTRACT AMOUNT

The VCGCB reserves the right to reduce the amount in the contract if the VCGCB's fiscal monitoring indicates that the Contractor's rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary.

BUDGET WORKSHEET

EXHIBIT B-1

Page 1

NAME OF COUNTY HUMBOLDT

CONTRACT NUMBER VCGC2047

PERSONNEL SERVICES

Salaries and Wages

<u>Employee Name</u>	<u>Position/Class</u>	<u>#FTE</u>	<u>X pay rate</u>	<u>X time</u>	<u>Contract Amount</u>
Jacobsen, Hildy	VW Program Spec.	1	1655.23	26	\$ 43,905
Sonntag, Kathi	VW Program Spec.	.8	1259.81	26	\$ 33,415
Total Salaries and Wages					\$ 77,320

Fringe Benefits

<u>Employee Name</u>	<u>Position/Class</u>	<u>#FTE</u>	<u>X pay rate</u>	<u>X time</u>	<u>Contract Amount</u>
Jacobsen, Hildy	VW Program Spec.	1			\$ 21,643
Sonntag, Kathi	VW Program Spec.	.8			\$ 18,376
Total Fringe Benefits					\$ 40,019

TOTAL PERSONNEL SERVICES

\$117,339

CONTINUE ON NEXT PAGE

BUDGET WORKSHEET

EXHIBIT B-1

Page 2

NAME OF COUNTY HUMBOLDT

CONTRACT NUMBER VCGC2047

OPERATING EXPENSES

OFFICE SUPPLIES \$7,000

TOTAL OPERATING EXPENSES \$7,000

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR \$ 124,339

Does your county direct any non-VCGCB funding toward the services provided under this contract? YES

If yes, please list any additional funds provided for operation of this verification unit.

Please describe the source of funding.

Operating expenses County General Fund \$ 14,338

Total \$14,338

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site www.ols.dgs.ca.gov/Standard+Language.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall submit by mail, email, or fax to the VCGCB, in accordance with state law, a signed Statement of Economic Interests (Form 700) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members. The Form 700 must be mailed, emailed or faxed within five (5) business days of hiring new staff and, thereafter, must be submitted on an annual basis. The contractor shall submit Form 700 no later than July 30th of each year. Upon the resignation or termination of a staff person as described in this paragraph, the Contractor shall submit a final Form 700 within ten (10) business days.
- b. The Contractor shall obtain written authorization from VCGCB prior to filling vacant or new positions related to this contract, reassigning personnel to or from the workgroup funded by this contract, or changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval of such requests will be based upon the VCGCB's review of the Contractor's workload, performance and availability of funds.
- c. The Contractor shall notify the VCGCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two weeks. When the staff person is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist or a victim advocate.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county Victim Assistance Program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Program or the Deputy Executive Officer's designee. The Contractor will also obtain prior written authorization from the Deputy Executive Officer of the Victim Compensation Program or the Deputy Executive Officer's designee before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.
- f. In addition, the Contractor shall obtain prior written permission from the Deputy Executive Officer of the Victim Compensation Program or the Deputy Executive Officer's designee if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A – 1a and 1b, the Contractor shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties, the name of his or her supervisor; the names of any staff supervised; and any other information as required by the VCGCB. The Contractor shall also provide contact information for individual county victim assistance centers and the advocate staff in any centers in other counties which send applications directly to the Contractor. The Contractor shall update the information any time a change is made.

To mail requests and correspondence related to this section of the contract, send to: The County Liaison and Support Section, Victim Compensation and Government Claims Board, P.O. Box 3036, Sacramento, CA 95812-3036.

2. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the VCGCB shall not:

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Provide confidential information to anyone not authorized to receive the information.
- e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- f. Represent himself or herself as a VCGCB employee.
- g. Take any action with regard to a victim compensation claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purpose of carrying out the services under the contract and is done in an appropriate manner.

All confidential information obtained during the performance of the contract duties shall be held in strict confidence.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to the VCGCB is made aware of and abides by these provisions. If an assigned staff person is

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

unwilling or unable to abide by these provisions, the staff person shall no longer be assigned to perform the services required by the contract and that person's salary will not be paid by the VCGCB.

3. PERFORMANCE ASSESSMENT

The VCGCB shall assess and evaluate the Contractor's performance in a manner consistent with those assessments and evaluations currently in place for the VCGCB's claims processing staff.

- a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.
- b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB or who does not comply with the contract provisions. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims and the contractor will provide replacement staff. The VCGCB may subsequently agree to allow any such employee to work under this agreement.
- c. The VCGCB may set performance and production expectations or goals related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to, timeframes for completion of work, amounts of work to be completed within given timeframes, and standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the Contractor. If the Contractor fails to achieve the performance and production expectations set by the VCGCB as set forth in the written notice, the VCGCB reserves the right to reduce the amount of the contract or terminate the agreement upon an additional 30 days notice.

4. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to the VCGCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

5. JOB-REQUIRED TRAINING

The VCGCB may reimburse salaries, benefits and travel costs for the Contractor's staff to attend job-required training, meetings, hearings, conferences or workshops. All such costs are included within the maximum agreement amount as reflected in the attached budget.

The Contractor shall obtain prior written authorization from the VCGCB to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the Training Request Form (Attachment V to this contract) and forwarded to the County Liaison and Support Section for approval.

6. MOVING

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- a. The VCGCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- b. The Contractor shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned move. The request should be emailed to the County Liaison Support Section for approval.
- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. The Contractor's Information Technology Department must notify the VCGCB's Information Technology Section and the County Liaison and Support Section of any change of a public internet protocol (IP) address within one business day.
- e. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

- a. Written request and approval prior to purchase

The Contractor shall obtain prior written authorization from the VCGCB in the acquisition of any/all equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget. The VCGCB reserves the option of not reimbursing the Contractor for equipment purchases that are not requested or approved in writing prior to purchase.

The Contractor shall submit the request for equipment purchases on the Equipment Purchase Authorization Form (Attachment VI to this contract) to the attention of the County Liaison and Support Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.

- b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including input and output devices with software as well as monthly maintenance fee and installation, as deemed necessary by the VCGCB, shall be provided and/or reimbursed by the VCGCB. Specifically, if the VCGCB purchases equipment, then the VCGCB will configure, install, and provide support for equipment and operating software. If the Contractor purchases equipment, then the Contractor is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service agreement with the vendor. The Contractor is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs. The VCGCB is not a party to such contract.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

All equipment purchased or reimbursed under this contract, regardless of whether the VCGCB or the Contractor purchased it, shall be the property of the VCGCB and shall be identified with a state identification number. The Contractor shall ensure that no one other than a staff person who performs duties under this contract uses VCGCB equipment. The Contractor is responsible for maintaining equipment in such fashion that any warranties are not voided.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

The Contractor agrees to apply security patches and upgrades, and keep virus software up-to-date on any machine on which VCGCB data may be used.

8. OPERATING EXPENSES

- a. The Contractor may charge expenses to various line-item allocations as part of its operating expenses such as rent, utilities, postage, and telephone, etc. Such expenses are generally identified as "direct costs." The Contractor shall ensure expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item.
- b. The Contractor shall submit, upon the VCGCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records which substantiate the propriety of such charges.
- c. The total amount budgeted for operating expenses, including direct and indirect expenses, to operating expenses shall not exceed 18% of the entire amount awarded.

The Contractor shall obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line-item to another. Requests should be directed to the County Liaison and Support Section.

9. TERM OF CONTRACT

The period of performance for the contract will be for three (3) years from July 1, 2015 through June 30, 2018.

10. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, reimbursed or paid for under this contract shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The Contractor shall prepare an equipment inventory listing using the County Inventory

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Form (Attachment IX) as of June 30th of each year for the term of this contract. The completed forms shall be submitted to the Business Services Section, P. O. Box 48, Sacramento, CA 95812-0048.

In the event of termination of this agreement, the VCGCB shall take possession of its property. The Contractor shall hold those items identified in the inventory list in storage until the VCGCB retrieves its property. Payment of storage and retrieval shall be the responsibility of the VCGCB.

11. CONFIDENTIALITY OF RECORDS

- a. All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).
- b. The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The VCGCB's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's Legal Office.

- c. The Contractor shall ensure that all staff are informed of and comply with the requirements of these provisions and any direction given by the VCGCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment II to this contract) to:

Victim Compensation and Government Claims Board
Attn: Megan Vinson
Business Services Section
P.O. Box 48
Sacramento, CA 95812-0048

- d. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.
- e. The Contractor shall annually submit to the VCGCB confidentiality statements (see Attachment IIB) signed by each staff member performing services under this contract, whose salary or a portion

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

thereof is paid through this contract, or who supervises staff members performing services under this contract. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff. The contractor should submit via mail, email or fax confidentiality statements for all staff no later than July 30th of each year. Access to the VCGCB claims management database will be granted upon receipt of the signed confidentiality statement.

To mail requests and correspondence related to this section of the contract, send to: County Liaison and Support Section, Victim Compensation and Government Claims Board, P.O. Box 3036, Sacramento, CA 95812-3036.

- f. The Contractor will forward any Public Records Act Requests (PRAs) or Information Practices Act (IPAs) requests received related to provision of services under this contract to the VCGCB Legal Office. The Contractor will not take action on any PRA or IPA request for VCGCB records without obtaining prior permission from the Legal Office.

12. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for Victim Compensation Program records must be personally served on the Victim Compensation and Government Claims Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the VCGCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

13. RETENTION OF RECORDS

The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System, (CaRES), the VCGCB claims management database, for one year from the date the document is received. After one year the Contractor shall contact the County Liaison and Support Section to make arrangements for the documents to be destroyed consistent with Imaged Document Confidential Destruct Policy Memo Number 09-001 (Attachment VII to this contract).

The Contractor shall not destroy any files or records without written authorization from the VCGCB.

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.

14. SUBCONTRACTING

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

15. TERMINATION FOR CONVENIENCE

The VCGCB or the Contractor reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above-mentioned costs shall be submitted to the VCGCB within thirty (30) calendar days of the date of termination.

16. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and VCGCB guidelines, procedures, directives and memos as they pertain to the performance of this agreement.

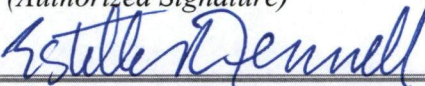
VCGCB AGENDA ITEM
CERTIFICATION

ATTACHMENT 3

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Humboldt		<i>Federal ID Number</i> 94-6000513
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Estelle Fennell, Chair, Humboldt County Board of Supervisors		
<i>Date Executed</i> 6/23/2015	<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.