

MEMORANDUM OF UNDERSTANDING
FOR MEMBERSHIP
California VACS Association – County of Tulare

REVIEWED AND APPROVED:

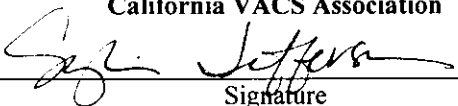
BY: **Member County**

Signature

Title

Printed Name

Date

BY: **California VACS Association**


Signature
California VACS Association Chairperson

Title
Sylvia Jefferson

Printed Name
May 16, 2014

Date

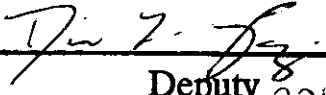
BY:

Signature

Title

Printed Name

Date

**APPROVED AS TO FORM:
COUNTY COUNSEL**
By 

Deputy 2014879

BY:

Signature

Title

Printed Name

Date

CALIFORNIA VACS ASSOCIATION BYLAWS
Exhibit A

Article I. Name

Sec. 1. The name of this Association shall be the California Ventura Automated Collections System (VACS) Association, hereafter referred to as the "CVA".

Article II. Object

Sec. 1. Through a Memorandum of Understanding, the object of the CVA shall be:

- (a) To share costs of ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT as defined in Article III, Sec. 1.(e) to the VACS system, except for individual member county on-site assistance as defined in Article IX, Sec 3.
- (b) To share system operation experiences- including improvements in procedures, as well as precautions- to enhance accuracy, timeliness, efficiency and overall quality of overpayment collection, reporting and utilization.
- (c) To provide a forum to plan enhancements for optimum utilization and benefit to participating members.
- (d) To identify and plan for the development of additional modules to expand VACS capabilities, as warranted.
- (e) To collaborate in the establishment of priorities and development of implementation schedules.

Article III. Definitions

Sec. 1. Definitions of the terms used within these Bylaws.

- (a) VACS- Ventura Automated Collection System.
- (b) Fiscal Year- A fiscal year to be July 1 through June 30.
- (c) Contractor - The County of Ventura with which the CVA is currently contracting with for services to maintain the VACS system.

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(d) Participating Member Counties - is defined as signatories to the California VACS Association Memorandum of Understanding.

(e) ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT. On-going software maintenance, on-going system enhancements, and standard business hours telephone support (Service Desk), herein referred to as ON-GOING SUPPORT, is defined as keeping the existing system application software working as documented, adding new functions to the system, improving the process performance, modifying an input or output, or augmenting the system, and responding to telephone calls for information or assistance from VACS member counties.

(f) APPLICATION software is defined as those components of the system developed by CONTRACTOR, limited to: all PowerBuilder (tm) windows and screens developed by CONTRACTOR, all SYBASE (tm) and Microsoft SQL Server data definition language (DOL) scripts developed by CONTRACTOR, and all SYBASE (tm) and Microsoft SQL Server stored procedures developed by CONTRACTOR.

(g) Memorandum of Understanding - is the written agreement outlining the terms of the California VACS Association with each member county and is used as the instrument for signature for membership to this Association.

Article IV. Membership

Sec. 1. Prospective Member

(a) To become a member county in the CVA, the matter will be presented to the CVA by the Chairperson and the CVA will put the matter to a vote.

Sec. 2. Applicants shall be approved by a simple majority vote of the membership.

Sec. 3. Membership

(a) The signature required for membership will be the signature on the Memorandum of Understanding (MOU) of the County who is seeking membership to the CVA.

Sec. 4. Length of Membership

(a) Membership in the CVA shall be a minimum of one (1) fiscal year.

(b) Membership shall be automatically renewed on an annual basis.

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Sec. 1. Termination of Membership

- (a) Termination shall only be at the end of a fiscal year.
- (b) Any member county may request termination of membership by sending written notice to the Chairperson no later than sixty (60) days prior to the end of the fiscal year.

Article V. Meetings and Attendance

Sec. 1. Meetings

- (a) CVA meetings will be held at a date, time and place which will be scheduled by the Chairperson, no less than quarterly.

Sec. 2. Attendance

- (a) Each participating county may have a maximum of three (3) representatives in attendance at each meeting.

Sec. 3. Agenda

- (a) An agenda for each scheduled meeting of the CVA shall be prepared and transmitted to all participating members no later than ten (10) days prior to the meeting and added to the website.
- (b) Additions to the agenda after publication shall be added for discussion only, unless received by all participating members in time for review prior to the meeting.

Sec. 4. Minutes

- (a) Minutes of each scheduled meeting shall be prepared and transmitted to all participating members no later than ten (10) days prior to the next meeting.

Sec. 5. CVA System Change Proposal

- (a) Any participating member county of the CVA may submit to the Chairperson of the Enhancement Sub-Committee proposals for software modifications and or enhancements for the VACS system. Modifications and/or enhancements shall be

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in a written format. If the Enhancement Sub-Committee accepts the said proposal, it shall be published to the VACS website to be included on the agenda for the next scheduled CVA meeting.

- (b) Upon approval at the quarterly consortium meeting the CVA shall obtain the Contractor's written and/or verbal estimate of the person-hours and other costs necessary to make the modifications and or enhancements.
- (c) Emergency enhancements and/or modifications may be voted and approved via teleconferencing or email. All CVA participant counties shall be notified of impending emergency votes 10 business days in advance of the vote.

Sec. 6. Conduct of Business

- (a) All meetings and business transacted pursuant to these Bylaws shall be conducted under Roberts Rules of Order.

Sec. 7. Open Meetings

- (a) All meetings and deliberative processes conducted by the Association shall be performed in accordance with requirements set forth in "the Brown Act" (Government Code, 54950).

Article VI. Voting

Sec. 1. Voting Representatives

- (a) Each participating member county shall designate one individual and optionally up to two alternates as persons authorized to vote on behalf of that county (hereinafter referred to as the voting representative). Such designation shall be in writing to the Chairperson of the Association. If more than one alternate is named, they shall be designated as first alternate, second alternate, etc.
- (b) Each participating member county is responsible to notify the CVA Chairperson of any changes to the voting designees within 30 days.

Sec. 2. Voting Process

- (a) Each participating county member shall have one (1) vote on each question presented at the meetings.
- (b) If a participating member is not represented at a meeting, that member's vote on agenda items may be cast in absentia by the Chairperson, if the member's voting

CALIFORNIA VACS ASSOCIATION BYLAWS

representative informs the Chairperson of such voting preference in advance of the meeting in writing, including email.

(c) No person shall be permitted to vote unless previously designated as the voting representative or alternate per Article VI, Sec. 1.

(d) Items requiring a vote include:

1. Votes on selection of the Chairperson require a majority of attending members.
2. Votes on selection of the Vice-Chairperson require a majority of attending members.
3. Votes on financial matters - proposals for expenditures and amendments or revisions to these bylaws will require a majority vote of attending members.
4. Votes on all other matters require a majority of attending members.

(e) Votes resulting in a tie shall be decided by the CVA Chairperson.

(f) Each county abstaining and/or each absent county not voting in absentia, as described in Article VI, Sec. 2.(b) above, will each constitute a "non" vote for purposes of determining the passage of a motion.

Article VII. Executive Board and Officers

Sec. 1. Executive Board

(a) The duly elected/appointed Chairperson and Vice-Chairperson shall serve as the Executive Board for the Association.

Sec. 2. Chairperson

(a) The Chairperson, who shall be a voting representative per Article VI, Sec. 1(a) of these Bylaws, shall be elected before July 1 in accordance with Article VI, Sec. 2.(d.1.) of these Bylaws and shall serve for a minimum of one (1) fiscal year and a maximum of three (3) consecutive fiscal years.

(b) In the event the Chairperson is not duly elected, the incumbent Chairperson shall continue to serve until a Chairperson is elected.

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- (c) In the event the Chairperson vacates the office for any reason, the office shall be automatically filled for the balance of the term by the Vice-Chairperson.
- (d) The Chairperson or Vice-Chairperson – in the absence of the Chairperson - shall serve as the chair of all scheduled meetings of the Association.
- (e) The Chairperson shall have responsibility and authority for setting an agenda for each meeting in accordance with Article V, Sec. 3.(a).
- (f) The Chairperson will have the responsibility for executing the memorandum of agreement for joint services to the VACS system, which is a joint maintenance group per the Operations Manual for County Social Service Agencies, Division 28, Section 28-105, and all business relationships with the Contractor.

Sec. 3. Vice-Chairperson

- (a) The Vice-Chairperson who shall be a Voting Representative per Article VI, Sec. 1.(a) of these Bylaws, shall be elected before July 1 in accordance with Article VI, Sec. 2.(d.2) of the Bylaws and shall serve for a minimum of one (1) fiscal year and a maximum of three (3) consecutive fiscal years.
- (b) In the event the Vice-Chairperson vacates the office, for any reason, a new Vice-Chairperson shall be elected at the next regularly scheduled meeting of the Association.
- (c) The Vice-Chairperson shall have the responsibility and authority of the Chairperson in the absence of the Chairperson.
- (d) The Vice-Chairperson in the absence of the Secretary, shall have the responsibility and authority to have prepared and distributed minutes of each meeting in accordance with Article V, Sec. 4. of these Bylaws.

Sec. 4. Secretary {Optional}

- (a) The Secretary, who shall be a Voting Representative per Article VI, Sec. 1.(a) of these Bylaws, shall be elected and shall serve under the same conditions as the Vice-Chairperson.
- (b) The Secretary shall act as, and have the responsibility and authority of the Chairperson in the absence of the Chairperson and Vice-Chairperson.

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(c) In the event the Secretary vacates the office, for any reason, a new Secretary shall be elected at the next regularly scheduled meeting of the Association.

Article VIII. Committees

Sec. 1. Committee Types

(a) Committee types may include but not be limited to Standing Committees and Ad Hoc Committees.

Sec. 2. Committees Purpose

(a) The purpose of each Committee, as defined by the Chairperson in consultation with the CVA, shall be specific enough to give clear direction to the Committee Chairperson as to the Committee's responsibility.

Sec. 3. Composition

(a) The CVA and/or the Chairperson may form such sub-committees (Standing and Ad Hoc) as necessary, with the advice and consent of the Voting Representatives. The Sub-Committee Chairperson shall be elected by the CVA and need not be a Voting Representative per Article VI, Sec. 2.(a) of the Bylaws.

(b) Committees shall consist of a minimum of three (3) members, each representing a different participating county. The Committee Chairperson may limit the number of Committee members to a workable size.

(c) Standing committees may include, but not be limited to, Enhancement Sub-Committee and User Committee, which will have representation from the Association which reflects the composition of the Association as a whole.

(d) Committee members need not be voting representatives, as defined in Article VI, Sec. 1. of these Bylaws.

(e) A majority of attending committee members is required for passage of committee agenda items.

Sec. 4 Responsibility and Authority

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(a) All Committee proposals for system changes shall be presented to the CVA for decision in the form of a change request in accordance with Article 5 Sec 5.

Sec. 5. Committee Meetings

(a) Committee meetings shall be scheduled, as determined by the Committee Chairperson, to satisfy the specific charge of the Committee, within the deadline assigned (if any).

Article IX. Contracts and Shared Services

Sec. I. A memorandum of agreement (MOA) for shared services will be negotiated and executed by the CVA.

(a) The amount of funds to be spent on an annual basis will be decided annually by a majority vote of the CVA. The amount of funds is based on an estimate of the number of hours scheduled for pending enhancements, the number of hours spent during the prior year for technical support and other related costs.

Sec. 2. Shared services shall include, but not be limited to modifications and enhancements, which benefit the systems operated by all participating members. Included in this category would be training for modifications and enhancements if deemed necessary.

Sec. 3. Separate services would include requested contractor services which are unique to the needs and benefits of participating member(s) and such service(s) do not adversely impact the uniformity of the main VACS System maintained under the CVA Contract(s).

(a) For purposes of information sharing, any work orders completed for separate services will be presented by the Contractor to the CVA .

(b) The budgeted/actual costs for separate services shall be billed to and paid by the requesting participating member.

(c) Unless included in a CVA Contract, the Contractor is under no obligation to perform such separate services, nor is the participating member restricted to the Contractor as a sole source for obtaining such separate services.

(d) Contractor shall not be accountable for disruptions caused by modifications not initiated by Contractor.

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Article X. Amendments to Bylaws

Sec. 1. These Bylaws may be amended at any regular or special meeting by a two-thirds vote of the CVA members, provided 30 days notice, including the subject of the proposed amendment, has been given in the call for the meeting.

**CALIFORNIA
VACS
ASSOCIATION**

**MEMORANDUM OF
AGREEMENT FOR
SERVICES**

Amended April 19, 2012

**CALIFORNIA VACS ASSOCIATION
MEMORANDUM OF AGREEMENT FOR SERVICES**

This agreement for services is entered into as of the AGREEMENT date set forth below by and between the California VACS Association (hereafter referred to as the CVA) and Ventura County (hereafter referred to as CONTRACTOR). VACS is an association of California counties as named in the current fiscal year MOU.

These counties are represented for purposes of the AGREEMENT by the CVA who shall act as signatory on behalf of the CVA counties. The CVA operates under the authority of the California VACS Association BYLAWS. The County of Ventura will not serve as the Chairperson or Vice Chairperson of the CVA.

Each county of the CVA shall enter into this agreement by means of a Memorandum of Understanding (MOU) between itself and the CVA.

THIS AGREEMENT FOR VACS SERVICES IS MADE AS OF THE AGREEMENT DATE SET FORTH BELOW BY AND BETWEEN THE CALIFORNIA VACS ASSOCIATION (CVA) AND THE COUNTY OF VENTURA.

In consideration of the Services to be rendered, the sums to be paid and each and every covenant and condition herein, the parties hereto agree as follows:

**CALIFORNIA VACS ASSOCIATION
MEMORANDUM OF AGREEMENT FOR SERVICES**

OPERATIVE PROVISIONS

1. SERVICES

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment A, sections A.1 and A.2.

Separate services not included in this agreement will be negotiated under a separate agreement between the Consortium participant County and Ventura County.

2. TERM

This AGREEMENT shall commence on July 1, 2012 and continue annually until amended or terminated as herein after provided.

3. TERMINATION

This contract may be terminated under the following conditions:

- a) By mutual consent of the parties.
- b) At any time upon a material breach of any of the provisions hereof.
- c) By either party upon delivery of ninety (90) days written notice thereof to the other party.
- d) In the event adequate state and federal funds are not allocated to the counties for Electronic Data Processing maintenance and operations.

In the event of contract termination the following shall apply:

- e) Prepaid ON-GOING SUPPORT payments for the year in which contract termination occurs are non-refundable.

**CALIFORNIA VACS ASSOCIATION
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4. PAYMENT

Individual CVA member counties shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payments specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this AGREEMENT. CONTRACTOR shall submit all billings for said services to individual CVA member counties in the manner specified in Attachment "B".

5. CHANGE REQUESTS

Provisions with respect to Change Requests are set forth in Attachment "C".

6. GENERAL PROVISIONS

The General Provisions set forth in Attachment "D" are part of this AGREEMENT. Any inconsistency between said general provisions and any other terms or conditions of this AGREEMENT shall be controlled by the other term of condition insofar as it is inconsistent with the general provisions.

7. ATTACHMENTS

All attachments referred to herein are hereto and by this reference incorporated herein.

Attachments include:

- Attachment A - Scope of Services and Duties
- Attachment B - Payment
- Attachment C - Change Requests
- Attachment D - General Provisions

**CALIFORNIA VACS ASSOCIATION
MEMORANDUM OF AGREEMENT FOR SERVICES**

8. AGREEMENT DATE

THIS CONTRACT IS ENTERED INTO ON THIS 7th DAY OF AUGUST, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

CVA:

CONTRACTOR:

BY: *Sgt. Joffe*

Chairperson
California VACS Association

BY: *Ann Zappala*

Chairperson
Board of Supervisors
County of Ventura

Approved as to Form:

BY: _____

TITLE: _____



**CALIFORNIA VACS ASSOCIATION
MEMORANDUM OF AGREEMENT FOR SERVICES**

ATTACHMENT A

SCOPE OF SERVICES AND DUTIES

Individual CVA member counties are responsible for procuring all equipment and services necessary to implement and support a client-server based network system, Microsoft Windows™ workstations, and the Microsoft SQL Server or SYBASE (tm) relational database products.

Services to be provided by CONTRACTOR and the costs of these services are as follows:

A.1. ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT

On-going software maintenance, on-going system enhancements, and standard business hours telephone support (Service Desk), herein referred to as ON-GOING SUPPORT, will be provided by the CONTRACTOR for the VACS APPLICATION software at the rates specified in ATTACHMENT B. APPLICATION software is defined as those components of the system developed by CONTRACTOR, limited to all PowerBuilder™ windows and screens developed by CONTRACTOR, all Microsoft SQL Server and SYBASE™ data definition language (DDL) scripts and schema developed by CONTRACTOR, and all SYBASE™ stored procedures developed by CONTRACTOR.

Terms for ON-GOING SUPPORT are as follows:

- A.1.1. ON-GOING SUPPORT is to be obtained by contacting the CONTRACTOR Service Desk at (805) 658-HELP (658-4357).
- A.1.2. ON-GOING SUPPORT will be available Monday through Friday, between the hours of 7:00 a.m. to 6:00 p.m. Pacific Time, excluding state and federal holidays.
- A.1.3. ON-GOING SUPPORT calls to the CONTRACTOR Service Desk will be responded to within 2 hours. Calls received after 4:00 p.m. may be responded to the following business day. Problem resolution time frames will vary depending on the nature of the problem.
- A.1.4. ON-GOING SUPPORT calls requiring CONTRACTOR inquiries to SYBASE (tm), Microsoft SQL Server or Powersoft corporation products will fall under the response time frames established by that corporation.

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- A.1.5. **ON-GOING SUPPORT** will include a time-sheet based accounting system that will result in monthly reports to the CVA via the VACS website (<http://vacs.countyofventura.org>).
- A.1.6. The **CONTRACTOR** shall make all necessary changes to the VACS System, for which the CVA authorizes Change Request (see attachment C.1) to the **CONTRACTOR** (see A1.7).
- A.1.7. The **CONTRACTOR** will provide CVA chairperson with time estimates on all Change Requests within twenty working days. Change Request priorities will be established by CVA and communicated to the **CONTRACTOR**. Actual installation target dates will be mutually agreed upon by the CVA and the **CONTRACTOR**.
- A.1.8. Should the CVA require that one or more Change Requests be implemented within a time frame incompatible with the one full-time and one half equivalent staff members allocated by **CONTRACTOR** for VACS ON-GOING SUPPORT, CVA may authorize and reimburse **CONTRACTOR** to employ outside consultants to complete the Change Requests at the current market rates for such outside consultants. **CONTRACTOR** will retain oversight responsibility for the work performed by outside consultants.
- A.1.9. **ON-GOING SUPPORT** will maintain a current report on the status of all outstanding enhancement requests received from the CVA and posted to the VACS website (<http://vacs.countyofventura.org>).
- A.1.10. **ON-GOING** software corrections and Change Request enhancements will be available for download from the VACS website (<http://vacs.countyofventura.org>) or delivered by mail to all CVA members, as soon as they become available, accompanied by instructions for applying the correction or enhancement
- A.1.11. On-site assistance for applying corrections and enhancements shall be available under the terms and conditions stated in section A.2 Optional INSTALLATION SUPPORT.
- A.1.12. The following documentation will be provided and updated as appropriate to all CVA members:
 - A.1.12.1. VACS Implementation Planning Guide
 - A.1.12.2. VACS Technical Installation Guide
 - A.1.12.3. VACS Users Manual

**CALIFORNIA VACS ASSOCIATION
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**A.1.12.4. VACS Systems Administrator Supplement to Users
Manual**

A.1.13. Attendance by the CONTRACTOR's managing agent and programmer as described in D.9, either physically, or via teleconference or videoconference, is required at each CVA consortium meeting for the presentation of expense reports, and preparation of CVA invoices which will be included and performed as part of ON GOING SUPPORT.

A.2. OPTIONAL INSTALLATION, ON-SITE, AND DATA CENTER SERVICES

Optional installation, on-site application-related, and data center services will be available to individual CVA member counties from the CONTRACTOR per the rates stated in ATTACHMENT B: PAYMENT. The following services are available and recommended to CVA members by CONTRACTOR under the stated terms:

A.2.1. Installation Planning: An estimated one day planning session to be held at the site of the installing county. The purpose of this session will be to assist the installing county in: 1) planning the implementation of a client-server capable local area network (LAN) or single personal computer, 2) reviewing application implementation procedures and responsibilities, 3) assessing the approach for and effort of converting historical data, 4) scheduling system implementation, application training, and historical data conversion, and 5) scoping local system interfaces, if any.

A.2.2. Initial Training and On-Site Support: Three separate training modules will be available as follows:

A.2.2.1. System Administration and Batch Process Training: One day total, 1/2 instruction and 1/2 day of hands-on assistance.

A.2.2.2. Transaction Processing: Three days total, 1 day instruction and 1 to 2 days of on-site assistance.

A.2.2.3. Collections Officer Activity: Three days total, 1 day instruction and 1 to 2 days of on-site assistance.

A.2.3. Application Software Installation, Setup: Delivery and on-site set up the SYBASE (tm) or Microsoft SQL Server application database and the client PC executables (EXE) and dynamic load libraries (DLLs). Normally estimated at 1 day and should be scheduled concurrent with item 1.2.2.1. System Administration and Batch Process Training.

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(Note: Installation of the database product and local area network equipment is not included in this item (see first paragraph of this attachment). CONTRACTOR can provide database installation support, normally requiring 1 to 2 days of additional on-site support; however, establishing a relationship with a local database support source is highly recommended).

- A.2.4. Historical Data Loading: System documentation will include instructions for formatting historical data into an ASCII format compatible for use with SYBASE's (tm) bulk data conversion program (BCP). Optional on-site assistance will be available on an hourly basis from the CONTRACTOR to perform the data loading process and assist the customer in successfully loading the data into the VACS database.

Extracting data from an existing system into the documented ASCII format will be the responsibility of the installing county. CONTRACTOR assistance in this area will be available upon mutual consent of both the CONTRACTOR and the installing county, pending confirmation that the CONTRACTOR has technical expertise in the existing system environment.

- A.2.5. External Interface Development: VACS supports an external interface to CALWin.

Additional external interfaces can be developed by CONTRACTOR on an hourly basis upon mutual consent of both the CONTRACTOR and the installing county, pending confirmation that the CONTRACTOR has technical expertise in the existing system environment.

- A.2.6. On-site Implementation of On-Going Application Corrections and Enhancements: Such support will be made available on an hourly basis from CONTRACTOR.

- A.2.7. CONTRACTOR Data Center Services For Hosting Individual County Databases: CONTRACTOR will provide a host computer and database which can be remotely utilized by CVA members at the rates specified in ATTACHMENT B: DATA CENTER SERVICES.

A.3. MANNER SERVICES ARE TO BE PERFORMED

- A.3.1. To ensure timely and appropriate performance by CONTRACTOR, it is recognized that the CVA has the following responsibilities:

- A.3.1.1. Prioritize and schedule system implementation at CVA member counties.

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- A.3.1.2. Identification of needed VACS system change(s).
 - A.3.1.3. Generation of Change Requests to CONTRACTOR via the VACS website (<http://vacs.countyofventura.org>).
 - A.3.1.4. Prioritize all Change Requests in CONTRACTOR's queue.
 - A.3.1.5. Authorize the execution and implementation of Change Requests.
 - A.3.1.6. CVA Chairperson and/or designee will be available to CONTRACTOR when needed to plan details of requested changes.
 - A.3.1.7. The CVA Chairperson and/or designee will be responsible for notifying CONTRACTOR of meetings where CONTRACTOR expertise is needed by CVA as a whole.
- A.3.2. CONTRACTOR is to utilize an automated testing mechanism to confirm the impact of all system modifications on the overall system is as intended.
- A.3.3. At the discretion of the CVA, system modifications may be initially implemented at a "pilot" test county, (currently San Mateo County) whose approval must be received prior to distributing the modifications to all VACS member counties.
- A.3.4. CONTRACTOR will maintain the VACS website for the purposes of communication, enhancement requests, status and financial reporting.
- A.3.5. VACS consortium meetings shall be available via teleconferencing which shall then be billed to CONTRACTOR and reimbursed in the annual support costs.

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ATTACHMENT B

PAYMENT

CVA member counties shall pay CONTRACTOR as follows:

- B.1. ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT COST**
- B.1.1. NEW COUNTY ONE TIME MEMBER FEE IS \$2,500.**
- B.1.2. ANNUAL COST FOR ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS; AND TELEPHONE SUPPORT COSTS – NON-CALWIN COUNTIES:** Each non-CalWIN county shall pay CONTRACTOR the sum designated in the Memorandum of Understanding for ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT COST (also known as the Memorandum of Understanding FOR MEMBERSHIP). This rate will be set annually on February 1 for the upcoming July 1 to June 30 fiscal year. CVA may, at its sole discretion, adjust the number of CONTRACTOR staff to be allocated among the CVA member counties in determining subsequent year rates.
- B.1.3. ANNUAL COST FOR ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT COST – CALWIN COUNTIES:** Each CalWIN county shall pay CONTRACTOR the sum designated in the Memorandum of Understanding for ON-GOING SOFTWARE MAINTENANCE, SYSTEM ENHANCEMENTS, AND TELEPHONE SUPPORT COST (also known as the Memorandum of Understanding FOR MEMBERSHIP). This rate will be set annually on February 1 for the upcoming July 1 to June 30 fiscal year. CVA, may at its sole discretion, adjust the number of CONTRACTOR staff to be allocated among the CVA member counties in determining subsequent year rates.
- B.2. OPTIONAL INSTALLATION AND ON-SITE SUPPORT:** CONTRACTOR will make available and provide professional services to individual CVA member counties as directed through Change Requests received from and authorized by requesting CVA member county. These services will be billed on a hourly basis at the current fiscal year billing rate per the terms and conditions specified in Attachment A: OPTIONAL INSTALLATION AND ON-SITE SUPPORT. Associated travel time within the normal CONTRACTOR working hours of 7:00 a.m. and 6:00 p.m. will also be billed at this rate. Associated travel expenses will be reimbursed at actual cost for transportation, lodging, materials, and

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meals, not to exceed the amounts set forth in the County of Ventura's policy on travel-related expenses.

- B.3. OPTIONAL CONTRACTOR DATA CENTER SERVICES:** As a SEPARATE SERVICE, CONTRACTOR will make available upon request, facilities for hosting individual CVA member county databases via the Internet. CONTRACTOR will provide a host computer and database which can be remotely utilized by CVA members at the current CONTRACTOR hosting rates: The CONTRACTOR will provide price quotes as required by a requesting VACS County.
- B.4. All other recommended OPTIONAL ON-SITE AND INSTALLATION SUPPORT services as stated in ATTACHMENT A remain applicable and are not included in the price of this service, with the exception of local database product installation.**
- B.5. CONTRACTOR ON-GOING SUPPORT INVOICES:** CONTRACTOR shall submit requests for payment for annual ON-GOING SUPPORT to individual CVA member counties no earlier than July 1 nor later than September 30th of each year.
- B.6. CONTRACTOR OPTIONAL INSTALLATION AND ON-SITE SUPPORT INVOICES:** CONTRACTOR shall submit requests for payment for individual CVA member county OPTIONAL INSTALLATION AND ON-SITE SUPPORT Change Requests after completion of requested services by the tenth (10th) day of the month following the provision of services.
- B.7. PAYMENT PERIOD:** Request for payment shall be in the form of invoices sent to individual CVA member counties. Payment shall be made within thirty days after the invoice has been received and approved by the member county. Member counties shall approve invoices in a timely fashion.
- B.8. ADDITIONAL EXPENDITURES:** In the event the CVA acquires additional members this contract may be amended on a yearly basis per paragraph B.1.2.

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ATTACHMENT C

CHANGE REQUESTS

- C.1. A CHANGE REQUEST is defined as a specification of task(s) to be performed by the CONTRACTOR for: 1) the CVA under the terms and conditions stated in Attachment A section A.1 ON-GOING SUPPORT, or 2) for individual member counties under the terms and conditions stated in Attachment A section A.2 OPTIONAL INSTALLATION, ON-SITE, AND DATA CENTER SERVICES.
- C.2. CVA Change Requests for ON-GOING SUPPORT changes shall be decided and voted on according to the CVA By-laws, with advice, as needed from the CONTRACTOR.
- C.3. A progress report will be provided by the CONTRACTOR each quarter and submitted via the VACS website (<http://vacs.countyofventura.org>) and presented to the CVA at each quarterly meeting. This progress report will contain the following information for each outstanding Change Request:
 - C.3.1. The number of hours expended to date on the Change Request
 - C.3.2. The estimated hours to complete the Change Request
 - C.3.3. The estimated completion date of the Change Request
- C.4. PROCEDURE
 - C.4.1. Upon receipt of a Change Request, CONTRACTOR will determine the number of hours estimated for the Change Request and the number of days it would take to make the change, including installation. CONTRACTOR will provide these estimates to the Chairperson of the CVA or the authorizing requestor from the CVA member county within twenty (20) working days.
 - C.4.2. Upon receipt of authorization to complete the Change Request, CONTRACTOR will design, develop, and implement the requested changes or optional work.
- C.5. BILLING
 - C.5.1. Actual work performed will be billed according to Attachment B.

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ATTACHMENT D

GENERAL PROVISIONS

- D.1. INDEPENDENT CONTRACTOR:** At all times during the term of this AGREEMENT, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this AGREEMENT. CONTRACTOR shall be an independent contractor and shall not be an employee of the CVA. The CVA shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this AGREEMENT.
- D.2. TIME:** CONTRACTOR shall devote such time to the performance of services pursuant to this AGREEMENT as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this AGREEMENT. Neither party shall be considered in default of this AGREEMENT to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- D.3. INDEMNITY:** CONTRACTOR shall defend, indemnify, and hold harmless CVA, its officers, agents, and member counties from liability or damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from inadvertent, intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this AGREEMENT by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.
- D.4. WARRANTY AND CONTRACTOR LIABILITY:** CONTRACTOR warrants that the VACS Application Software, as defined in Attachment A paragraph A.1, will perform in accordance with the written system documentation, as approved by the VACS association, listed in Attachment A paragraph A.1.12 and as specified in any Change Requests approved by the CVA, for the term of this Agreement. To the maximum extent permitted by applicable law, CONTRACTOR disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall CONTRACTOR or its employees be liable for any damages whatsoever (including, without limitation, damages for loss of income, business interruption, loss of information, or pecuniary loss) arising out of use of or inability to use the VACS Application Software. CONTRACTOR'S entire liability shall be to repair VACS Application Software to perform in accordance with the written system documentation listed in Attachment A paragraph A.1.12 and as specified in any Change Requests approved by the CVA for the term of this Agreement.

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- D.5. **CONTRACTOR NOT AGENT:** Except as CVA may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CVA in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, expressed or implied, pursuant to this AGREEMENT to bind CVA to any obligation whatsoever.
- D.6. **ASSIGNMENT PROHIBITED:** CONTRACTOR may not assign any right or obligation pursuant to this AGREEMENT without the written consent of the CVA Chairperson. Any attempted or purported assignment of any right or obligation pursuant to this AGREEMENT shall be void and of no legal effect.
- D.7. **PERSONNEL:** CONTRACTOR shall assign only competent technical personnel to perform technical services pursuant to this AGREEMENT. In the event that CVA, in its sole discretion, at any time during the term of this AGREEMENT, desires the removal of any technical person or persons assigned by CONTRACTOR to perform technical services pursuant to this AGREEMENT, CONTRACTOR shall remove any such technical person or persons within 90 days of receiving written notice from CVA of its desire for removal of such person or persons.
- D.8. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this AGREEMENT in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to CVA pursuant to this AGREEMENT shall be prepared in a first class and professional manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.
- D.9. **DESIGNATED REPRESENTATIVES:** The authorized representative for the CVA shall be the Chairperson of the CVA. The Chairperson shall be elected before July 1 of each fiscal year. The Chairperson of the CVA will administer this AGREEMENT for the CVA. The Project Manager is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.
- D.10. **OWNERSHIP OF SOFTWARE:** All software currently existing and all software that is modified, enhanced, or developed pursuant to this AGREEMENT becomes the property of the California Department of Social Services (CDSS) and/or the CVA and is public domain.
- D.11. The CONTRACTOR is prohibited from selling such software to any other public agency in California.

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- D.12. **OWNERSHIP OF WRITINGS:** The CVA and CDSS shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this AGREEMENT.
- D.13. **CONTRACTOR** is an Equal Opportunity Employer, and adheres to equal opportunity to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious, or political affiliation, age, or sexual orientation.
- D.14. **RECORDS AND CLIENT INFORMATION:** CONTRACTOR agrees to retain all records, reports, and other documents and material prepared by CONTRACTOR hereunder for a period of at least five (5) years and shall be subject to audit by the CVA or CDSS. Any and all client information shall be held in confidence by CONTRACTOR pursuant to Section 10850 of the Welfare and Institutions Code of the State of California.
- D.15. **COMPLETENESS OF INSTRUMENT:** This AGREEMENT, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representation, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- D.16. **SUPERSEDES PRIOR AGREEMENTS:** It is the intention of the parties hereto that this AGREEMENT shall supersede any prior discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.17. **CAPTIONS:** The captions of this AGREEMENT are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.
- D.18. **SUCCESSORS AND ASSIGNS:** All representations, covenants and warranties specifically set forth in this AGREEMENT, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.19. **MODIFICATION:** No modification or waiver of any provisions of this AGREEMENT or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.20. **COUNTERPARTS:** This AGREEMENT may be executed simultaneously and

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in several counterparts, each of which shall be deemed an original, which together shall constitute one and the same instrument.

- D.21. OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this AGREEMENT and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.22. PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this AGREEMENT is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.23. JURISDICTION:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed in a Court of competent jurisdiction, in the County of Ventura, California.
- D.24. CONTROLLING LAW:** The validity, interpretation and performance of this AGREEMENT shall be controlled by and construed under the laws of the State of California.
- D.25. AUTHORITY:** All parties to this AGREEMENT warrant and represent that they have the power and authority to enter into this AGREEMENT in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this AGREEMENT have been fully complied with.
- D.26.** Further, by entering into this AGREEMENT, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.27 CONFLICT OF INTEREST**
- D.27.1. LEGAL COMPLIANCE:** CONTRACTOR agrees at all times in performance of this AGREEMENT to comply with the law of the State of California regarding conflicts of interests, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with section 1090, and Chapter 7 of Title 9 of said Code, commencing with section 87100, including

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regulations promulgated by the California Fair Political Practices Commission.

D.27.2. ADVISEMENT: CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the Chairperson of the CVA and provide all information needed for resolution of the question.

D.28. NOTICES: All notices and demands of any kind which either party may require or desire to serve on the other in connection with this AGREEMENT must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States mail, with postage thereon fully prepaid, and addressed to the party so to be served as named in the current fiscal year MOU and on the VACS website.

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ATTACHMENT E

**ASSURANCE OF COMPLIANCE WITH
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

**CALIFORNIA VACS ASSOCIATION (CVA)
AND VENTURA COUNTY INFORMATION SYSTEMS DEPARTMENT
(HEREINAFTER CALLED THE "AGENCY")**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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

Date

Agency Director's Signature

Address of Agency

CVA Chairperson's Signature