

**CALIFORNIA
VACS
ASSOCIATION**

**MEMORANDUM OF
AGREEMENT FOR
SERVICES**

**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**

Attachment E

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
MEMORANDUM OF AGREEMENT FOR SERVICES**

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.

CONTRACTOR:

CVA:

BY: _____

Chairperson
California VACS Association

BY: _____



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.

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

Attachment E

- 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
MEMORANDUM OF AGREEMENT FOR SERVICES

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.

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

(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.

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

- 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 VAS 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 casts.

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

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-CaIWIN 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

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

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.

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

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.

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

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.

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

- 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.1 1. The CONTRACTOR is prohibited from selling such software to any other public agency in California.

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

- 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

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

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

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

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.

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

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