

COPY

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM
CONSORTIUM IV AND THE COUNTY OF EL DORADO**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Statewide Automated Welfare System Consortium IV (hereafter "Consortium"), a Joint Powers Authority, and the County of El Dorado (hereafter "County"), an incoming Member of the Consortium (hereafter, collectively, "the Parties").

INTRODUCTION

The purpose of the Consortium is to design, develop, operate and maintain an automated system (hereinafter "the C-IV System") to support the business requirements for the administration of certain public assistance programs for the Consortium counties (hereafter "Counties") through the provision of State and Federal funding as provided under California Welfare and Institutions Code section 10823, et. seq.

On December 15, 1998, the Consortium issued a Solicitation of Proposal ("SOP"), seeking vendors to obtain the necessary services and materials for the new automated system. After review and evaluation of responses to the SOP, Accenture, LLP, (formerly Andersen Consulting, LLP) was selected by the Consortium to provide the new automated system.

On February 28, 2001, the Consortium and Accenture entered into a revised System Agreement (hereafter "System Agreement") for the provision of equipment, software and services by Accenture to the Consortium and each of the Counties as necessary for the design, development, implementation and on-going operation and maintenance of the C-IV System. The System Agreement further sets forth the requirements and obligations of the Consortium and the Counties as necessary for the timely and efficient performance of Accenture under the System Agreement.

The County using the computer system known as the Interim Statewide Automated Welfare System ("ISAWS") desires to replace the ISAWS with the C-IV System.

The Consortium desires Accenture to design, develop and implement application software modifications to the C-IV System to benefit the County and other migrating counties as well as the original Consortium counties.

The purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the County with regards to the System Agreement and other areas of mutual interests in the fulfillment of the Consortium's purpose; and is conditioned on the Consortium entering into the same MOU with the other migrating member Counties of the Consortium.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below:

1.1 "Accenture Staff": Employees, contractors and agents of Accenture dedicated to the Project.

1.2 "Consortium/Controller Agreement": Is that agreement between the Consortium and its Controller, San Bernardino County's Auditor/Controller, executed on about May 24, 2000, and any amendments thereto, that sets forth certain services, and the compensation for same, to be rendered by the Controller on behalf of the Consortium.

1.3 "Consortium Staff": Employees, contractors and agents, including employees contributed to the project by Member Counties, of the Consortium.

1.4 "Consortium's Treasurer": The San Bernardino County Auditor/Controller responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.5 "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6 "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.7 "County Project Manager": That person responsible for day to day oversight of the Project on behalf of the County.

1.8 "County Site(s)": The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.9 "Data": The Consortium and County records, files, forms, and other information that will be processed on the new automatic system developed and implemented by the Project.

1.10 "Deliverables": Products, including, but not limited to equipment and software, provided to the Consortium and the County pursuant to the System Agreement or otherwise necessary to the Project.

1.11 "Federal and State Financial Participation": The Federal and State of California's share of funding of the Project.

1.12 **"Network"**: The telecommunications-lines, equipment, software, and services for transmitting Data and other information as required by the Project.

1.13 **"Project"**: The planned undertaking regarding the subject matter of the System Agreement and the activities of the parties thereto.

1.14 **"Project Director"**: The individual chosen by the Consortium with responsibilities for the management of the Project for Consortium.

1.15 **"Project Staff"**: Accenture Staff, Consortium Staff, and County Personnel performing task(s) necessary to the Project.

1.16 **"Service Agreement"**: Those agreements between the Consortium and First Data Government Solutions Inc., formerly "GovConnect", (hereinafter "FDGS") executed on or about August 31, 2000, December 2, 2004 and any assigned contracts under which FDGS provides migration planning services and quality assurance, validation and verification services of the C-IV System.

1.17 **"System"**: The complete collection of the equipment, software and Network provided by Accenture and accepted by the Consortium pursuant to the System Agreement.

1.18 **"Work Plan"**: The plan and delineation of tasks, activities and events to be performed, Deliverables to be produced and associated resource requirements with regard to the Project as accepted and agreed, subject to modification from time to time, by Accenture and the Consortium.

II. COUNTY

2.1 **Dedication of Personnel.** The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the System Agreement, Work Plan or as otherwise necessary to Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision may be subject to the oversight of the Consortium as to the schedule and manner of Project task(s) performed; however, in no case shall such oversight alter existing terms or conditions of employment, contract or other legal relationship between County Personnel and County.

2.2 **Access to County Site(s) and Facilities.** County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the implementation, operation and administration of the C-IV System in accord with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3 County's Liability for Negligence of its Employees and Contractors.

Except as to County Personnel dedicated to the Consortium on a "full time basis," as this term, may be defined by further agreement between the County and the Consortium, County agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including County Personnel contributed to the Project on a part-time or ad hoc basis. As to County Personnel contributed to the Project on a full time basis, County agrees to be jointly liable in the same proportion as the County's proportional share of the overall caseload of the County as provided in California Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the County accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

2.4 Release of Information to Controller The County acknowledges that the Consortium Auditor Agreement sets forth certain procedures for the disclosure of records of the County to the Controller and the Project Director as the Controller deems necessary to resolve any funding, invoice, records, accounting or audit related Project issues. Therefore, the County agrees to the best of its abilities to comply with these procedures and, further, shall cooperate with the Consortium and Controller in instituting acceptable modifications of these procedures as may be necessary from time to time.

III. CONSORTIUM

3.1 Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2 Risk of Loss for Project Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.1, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3 Liability to County. The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Project Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4 Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the County and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5 Right to Use System Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System information and Data developed, derived, documented, or furnished by Consortium upon notification by

County to the Project Director as to the use of said System information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project. The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to Consortium's contractor's Confidential Information.

3.6 Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct adequate risks of liability assessment(s) and develop an appropriate risks of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County.

IV. MUTUAL RESPONSIBILITIES

4.1 Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables by County as necessary for the System Agreement, Work Plan or as otherwise necessary to the Project.

4.2 Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.1, shall not pass to the County except as further agreed in writing.

4.3 Sharing of Business Records. Notwithstanding Section 2.4, to ensure financial accountability of the Project by Consortium and County, the Parties agree to cooperate in the disclose to the other Member Counties all business records, including, but not limited to, certified copies of records of all accounts, funds and moneys for the Project.

4.4 Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files and documentation necessary in the case of audit by the State or Federal, or other regulatory agency.

4.5 Dispute Resolution. The Parties agree that the resolution of any dispute between them related to the Project, what so ever, shall be sought through the following procedures:

The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the

normal course of business, the Project Director and County Project Manager (or the County's designee) shall each notify the other of the dispute, with the notice specifying the disputed issue(s).

The Project Director and County Project Manager (or the County's designee) shall use their reasonable best efforts to resolve the dispute within five (5) business days of submission by either party to the other of such dispute Notice.

If the Project Director and the County Project Manager (or the County's designee) cannot resolve the disputed issue (s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.6 No Alteration of JPA. The Parties agree that by entering into this MOU or by performing as provided hereunder shall not in anyway change the obligations, rights or authority of the Parties as set forth the Joint Exercise of Powers Agreement establishing the Consortium between the Counties. Should any provision of this MOU conflict with any provision of the Joint Exercise of Powers Agreement the provision of the Joint Exercise of Powers Agreement shall prevail.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence upon that date when executed by the Parties and the same MOU is executed between the Consortium and the other comprising member Counties of the Consortium and shall remain in effect a for one year period, and shall continue in effect for successive one (1) year periods, unless terminated as specified herein below.

5.2 Condition Precedent-State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal Financial Participation in the Project. In the event that such funds are not forthcoming for any reason, the Consortium shall immediately notify the County and the County shall have the right to terminate the MOU.

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the parties hereto with respect to the subject matter hereof and all prior or

contemporaneous MOUs or other Agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement for the County of El Dorado is John Litwinovich, Director, Department of Human Services, or successor.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written,

Dated: 4/17/07

County of El Dorado

EST: CINDY KECK, Clerk
of the Board of Supervisors
By: Marcie MacInland
DEPUTY

By: Helen Baumann
Helen Baumann, Chair
County of El Dorado Board of Supervisors

Dated: 6/28/07

Consortium

By: Linda Haugan
Linda Haugan, Chair
C-IV Board of Directors