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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # *B-16

Urgent

Routine

AGENDA DATE May 19, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Amendment 3 to the Memorandum of Understanding with the California Statewide Automated Welfare System Consortium IV (C-IV), a Joint Powers Authority and approval of the California Statewide Automated Welfare System (SAWS) Consortium IV, County Purchase Approval ST-01-2009 ImageNow Imaging Solution-Community Services Agency

STAFF RECOMMENDATIONS:

1. Approve Amendment 3 to the Memorandum of Understanding (MOU) with the California Statewide Automated Welfare System Consortium IV, a Joint Powers Authority.
2. Authorize the Chairman of the Board of Supervisors to sign the amended Memorandum of Understanding.

(STAFF RECOMMENDATIONS: continued on Page 2)

FISCAL IMPACT:

California Statewide Automated Welfare System Consortium IV (C-IV) MOU Amendment 3 delineates the re-contribution and transfer of certain equipment to Stanislaus County Community Services Agency (CSA) and changes the understanding of procurement and ownership for local equipment. Under the amendment the ownership of project procured local equipment will become CSA assets. The MOU also re-contributes all existing local project equipment from the C-IV to CSA. (FISCAL IMPACT continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-335

On motion of Supervisor Grover Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS (Continued):

3. Approve the California Statewide Automated Welfare System (SAWS) Consortium IV, County Purchase Approval ST-01-2009 ImageNow Imaging Solution.
4. Authorize the Director of the Community Services Agency or her Designee to execute the ImageNow Imaging Solution County Purchase Approval ST-01-2009.

FISCAL IMPACT (Continued):

The transferred equipment has been fully expensed by the C-IV project in accordance with generally accepted accounting principles and has no remaining book value. As a result no financial accounting adjustments are required at the local level to recognize the transfer.

The MOU Amendment 3 authorizes the C-IV Project's issuance of County Purchasing Approval ST-01-2009 for ImageNow Imaging Solution. The total cost is \$803,060 and will be paid over five years.

Appropriations and estimated revenues in the amount of \$338,664 to support this purchase have been included in the Agency's Fiscal Year 2008-2009 Mid-Year CSA-Services and Support budget. The ongoing appropriations and revenues for the ImageNow Imaging Solution will be included in the Agency's CSA-Service and Support budget requests to the Board for the succeeding fiscal years. Federal funding from the Department of Health Care Services Medi-Cal allocation specifically identified for the security of Personal Identifiable Information (PII) will be used to purchase the ImageNow Imaging Solution for the first two (2) years for an estimate of \$684,505. Federally funded benefiting program allocations will support the remaining three (3) years of expenditures for an estimate of \$118,555. County Purchasing Approval ST-01-2009 increases the Fiscal Year 2008-2009 C-IV Maintenance of Operations agreement by \$338,664. The total amount of this agreement increases from \$5,913,410 to \$6,290,057. The Medi-Cal allocation is 100% Federal and State funded and the C-IV benefiting programs are supported through a base County Maintenance of Effort.

There is no additional cost to the County General Fund as a result of these agreements.

DISCUSSION:

Chapter 303 of the Budget Act of 1995 mandated the development of a Statewide Automated Welfare System (SAWS), and authorized the development of a Multiple County Consortium Strategy as the foundation of the SAWS effort. This mandate authorized the automation of the Eligibility and Case Management functions of the various welfare

Approval of Amendment 3 to the Memorandum of Understanding with the California Statewide Automated Welfare System Consortium IV (C-IV), a Joint Powers Authority and approval of the California Statewide Automated Welfare System (SAWS) Consortium IV, County Purchase Approval ST-01-2009 ImageNow Imaging Solution

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programs. There were three consortiums in existence when this Budget Act was passed: LEADER, CalWIN, and Integrated Statewide Automated System (ISAWS). Due to technical, policy and business considerations, the counties of Merced, Riverside, San Bernardino and Stanislaus had not affiliated themselves with one of the three consortiums and agreed to partner as the fourth consortium; know as SAWS Consortium IV (C-IV).

On April 10, 2001, the Board of Supervisors authorized the Community Services Agency (CSA) to enter into a Memorandum of Understanding (MOU) between the C-IV Joint Powers Authority and Merced, Riverside, and San Bernardino Counties for the oversight of project development, implementation and maintenance and operations of the C-IV system. In April 2004, the C-IV system was implemented at CSA.

On February 13, 2007, the Board of Supervisors approved the Amendment 1 of the Joint Exercise of Powers Agreement that added thirty-five (35) Integrated Statewide Automated Welfare Systems (ISAWS) counties to the current C-IV Joint Powers Authority (JPA). The benefit of the increase in C-IV counties membership base is an opportunity to expand and improve the current C-IV system.

On March 28, 2008 the Board of Supervisors approved Amendment 2 of the Joint Exercise of Powers Agreement. Amendment 2 delineates the areas of understanding and agreement between the consortium and the counties with regards to costs properly incurred by the Consortium, but designated by the State of California as ineligible for reimbursement by the State to the Consortium. These expenses are appropriate county business costs supported through each county's base program administration and case management allocations.

Amendment 3 to the MOU between the California SAWS C-IV and Stanislaus County

The authority for the C-IV project to procure all system hardware and software (HW/SW) on behalf of the counties and to retain title to the equipment was provided in Amendment 1 of the MOU. On January 30, 2009, the Joint Powers Authority (JPA) approved Amendment 3 to the MOU, which delineates the areas of understanding regarding ownership of C-IV assets and the re-contribution and transfer of certain Local Equipment, Consortium assets, from the Consortium to Stanislaus County.

The Amendment 3 will recognize that any new HW/SW procured in support of the C-IV project, in accordance with the MOU will be a County asset. The CSA will be responsible for tracking and managing the assets in accordance with mutually agreed upon inventory and accounting practice and procedures, as well as established County policies and procedures. The Consortium will retain the rights to operational management of all HW/SW in accordance with Consortium procedures.

The re-contribution and transfer of Local Equipment is defined as work station equipment, including monitors, keyboards, mice, and printers that were obtained by the County and contributed to Consortium for System use. Transferring title of this local equipment will simplify and streamline inventory controls for both the C-IV counties and the Consortium.

All of the re-contributed Local Equipment did not meet the depreciation threshold and was fully expensed at the time of purchase by the Consortium. Once the MOU is executed, the re-contributed equipment will be tagged and tracked through the CSA's internal equipment inventory.

ImageNow Imaging Solution County Purchase ST-01-2009

Stanislaus County was a pilot for the original C-IV imaging system. To keep pace with increases in technology and planning and the addition of 35 counties to the C-IV System a new solution to imaging was required. CSA participated in the design and planning of the new imaging solution which will increase the levels of security and will support CSA's compliance with the Medi-Cal Data Privacy and Security Agreement with the California Department of Health Care Services (DHCS) approved by the board on November 25, 2009, to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

The imaging solution will provide staff with a more efficient, secure method to image customer documents electronically in the C-IV system. The new system allows the C-IV user to scan original documents directly into C-IV. Staff will save countless steps of gathering, photocopying, and scanning the documents into the current imaging system that does not directly connect to the C-IV System. Scanning and indexing of the images directly into C-IV will also facilitate retrieval of images.

CSA customers gain through a direct scanning/transfer of the documents to C-IV, significantly eliminating transient paper copies. Additionally, the system will support customers in the future, if they request assistance in any of the 39 C-IV counties in California.

The cumulative contract total for C-IV maintenance and operations from Fiscal Year 2004-2005 through Fiscal Year 2008-2009 is \$23,518,555. This contract is held by San Bernardino County, acting as the fiscal agent for the Consortium. This Board Item meets the department requirement to seek Board approval when cumulative contract amounts exceed \$100,000. In keeping with the contract requirement, CSA requests the Board of Supervisors to approve the contract amendment with San Bernardino County.

Approval of Amendment 3 to the Memorandum of Understanding with the California Statewide Automated Welfare System Consortium IV (C-IV), a Joint Powers Authority and approval of the California Statewide Automated Welfare System (SAWS) Consortium IV, County Purchase Approval ST-01-2009 ImageNow Imaging Solution
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POLICY ISSUE:

The Amendment 3 to the Joint Exercise of Powers Agreement and the ImageNow Imaging Solution County Purchase Approval ST-01-2009 supports the Board's priorities of *Effective partnerships* and *Efficient delivery of public services* by transferring Local Equipment inventory control to CSA and increasing safeguards of the personal information of our community customers.

STAFFING IMPACT:

There is no staffing impact associated with this request.

California SAWS Consortium IV



County Purchase ST-01-2009 Stanislaus County - ImageNow Imaging Solution



I. Overview:

The four C-IV Production counties (Merced, Riverside, San Bernardino and Stanislaus) would like to implement the ImageNow imaging solution. The counties have agreed to share all central charges - each county will be responsible for a portion of the central charges based on its person count relative to the other three counties. Additionally, each county will be responsible for all direct charges - these charges consist of those related to hardware and software that will be purchased for and located in a particular county. This County Purchase will include Stanislaus County's charges:

- Central Charges
 - Hardware and Software
 - (2) Equipment Rack (Leased)
 - (6) EMC - Upgrade RecoverPoint Appliances (Leased)
 - (9) EMC - Extra Drives for Centera - Upgrades (Leased)
 - (4) HP DL360 G5 (Leased)
 - (8) Sun T5120 (Leased)
 - (60) EMC - Extra Drives for DMX - 12.56TB Total Usable Space
 - (87) EMC - Extra Drives for Clariion - 24TB Total Usable Space
 - (6) EMC - Additional HW Upgrades to Clariion
 - (173) Prod - ImageNow - CaptureNow for Adrenaline
 - (4) Windows 2003 Server OS
 - (18) EMC - Software for DMX - 12TB (PFM)
 - (18) EMC - Software for DMX - 12TB (SYMM OPT)
 - (18) EMC - Software for DMX - 12TB (SYMM MGMT)
 - (24) EMC - Upgrade RecoverPoint Software
 - (1) EMC - Upgrade RecoverPoint (Fixed)
 - (9) EMC - Software for Centera - Upgrades
 - (9) EMC - Software for Centera - Upgrades - Replication Software
 - Hardware and Software Support
 - (1) EMC - Extra Drives for DMX - 12.56TB Total Usable Space
 - (1) EMC - Upgrade RecoverPoint Appliances
 - (1) EMC - Extra Drives for Clariion - 24TB Total Usable Space
 - (3) EMC - Extra Drives for Centera - Upgrades
 - (4) HP DL360 G5
 - (8) Sun T5120
 - (173) Prod - ImageNow - CaptureNow for Adrenaline
 - (1) EMC - Software for DMX - 12.56TB Total Usable Space
 - (1) EMC - Upgrade RecoverPoint Software
 - (3) EMC - Software for Centera - Upgrades



- Services Charges
 - One-Time Charges
 - Milestone 1 - Deployment Complete - Merced and Stanislaus Counties
 - Milestone 2 - Deployment Complete - Riverside County
 - Milestone 3 - Deployment Complete - San Bernardino County
 - Recurring Charges
 - Additional Remote Hardware Maintenance Tech - SFY 09/10
 - Additional Remote Hardware Maintenance Tech - SFY 10/11
 - Additional Remote Hardware Maintenance Tech - SFY 11/12
- Direct Charges
 - Hardware and Software
 - (54) Scanner Type 1 - Fujitsu fi-6130
 - (3) Indexing Station - HP dc7900
 - (54) Prod - ImageNow - CaptureNow for Adrenaline - Type 1
 - (650) Prod - ImageNow - WebNow/Prod - ImageNow Named Users Licenses
 - (3) Workstation Software (CA eTrust, Ericom PowerTerm, ISS Real Secure, Microsoft Office, Microsoft Windows Client Access License, CheckPoint PointSec)
 - Hardware and Software Maintenance
 - (54) Scanner Type 1 - Fujitsu fi-6130
 - (54) Prod - ImageNow - CaptureNow for Adrenaline - Type 1
 - (650) Prod - ImageNow - WebNow/Prod - ImageNow Named Users Licenses
 - (3) Workstation Software (CA eTrust, Ericom PowerTerm, ISS Real Secure, Microsoft Office, Microsoft Windows Client Access License, CheckPoint PointSec)
 - Production Operations Charges
 - Recurring Charges
 - Scanner Maintenance Fee - Type 1



Assumptions:

- General Assumptions:
 - The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes. The final cost will be provided to the Consortium at the time of invoicing.
 - Taxes for hardware items were estimated at a rate of 9.25%.
 - Shipping/Handling charges were estimated at a rate of 5.0%.
 - The person counts used are from State Fiscal Year 2006/07.
 - All hardware with unit costs exceeding \$5,000.00 will be leased at an interest rate of 11.9% for 60 months. In order to show the total charges associated with the lease agreements, the hardware charges for October 2011 include those for October as well as all remaining lease payments that run beyond the end of the current Base Agreement. These remaining lease payments will, however, continue to be incurred during the appropriate months in future State Fiscal Years.
 - One-time Services Charges will be invoiced as Payment Milestones. Milestones will be invoiced per the timelines outlined in Section IV of this County Purchase.
 - All one-time Services Charges and all Central Hardware and Software Charges will be shared among the four Production Counties - Merced, Riverside, San Bernardino and Stanislaus. Of these charges, Stanislaus County will be responsible for approximately 13.38%. This percentage allocation is based on the County's person count relative to the other four counties.
 - The existing EMC Centera devices in Riverside, San Bernardino and Stanislaus Counties will be re-used in either the Production Data Center (PDC) or Development Data Center (DDC) as appropriate.
 - Recurring Service Charges for servicing scanners will be shared among the following three Production Counties: Riverside, San Bernardino and Stanislaus. Of these charges, Stanislaus County will be responsible for approximately 3.10%.
 - New equipment will be setup and installed by Contractor staff.
 - There will be a Statement of Work (SOW) with the Consortium that outlines the Services that the Consortium and Counties will be receiving. This document will outline any additional assumptions.
 - All recurring charges necessary for this solution (such as maintenance/support, Facilities or Production Operations) that are not funded by the County (as noted below), will instead be funded by the Consortium.

- Central Hardware and Software Assumptions:
 - Central Hardware will initially be sent to either the Production Data Center (PDC) or Development Data Center (DDC) as appropriate.
 - All EMC hardware is purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). The County is responsible for



funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.

- All HP DL360 G5 servers are purchased with 1-year hardware support agreements. The County is responsible for funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.
 - The hardware support coverage for the HP DL360 G5 Servers is 24x7x6.
 - All Sun T5120 servers are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.
 - All ImageNow software items are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). In regards to Central Software, the County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
 - Although all ImageNow software items and the first year of support will be purchased during SFY 2008/09, the effective first year of support will not begin until November 2009. The County will not be charged any additional support costs during the time period between purchasing the licenses and the effective first year of support date.
 - All EMC software is purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
 - Storage estimates were calculated based on file size (72kb/image and 65kb/index data) as well as the number of images that will be scanned per month. The number of images that will be scanned per month is based on current usage by the Production Counties and also accounts for the conversion of the existing data.
- Direct Hardware and Software Assumptions:
- All Direct Hardware will initially be shipped to the warehouse in Riverside, CA for storage and will later be shipped to the Production Counties.
 - All Fujitsu scanners are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). In regards to the Fujitsu Type 1 Scanners (Fujitsu fi-6130), the County will be responsible for funding any support renewals or hardware refreshes once the hardware support agreements have expired. In regards to the Fujitsu Type 2 Scanners (Fujitsu fi-6240), the County will be responsible for funding the first year of support. Once the



hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.

- Any existing scanners in the Counties will be re-used in this new solution. It will still be required that these scanners are attached to a C-IV workstation with an ImageNow CaptureNow License. The ImageNow CaptureNow Licenses are included in the estimate.
- Each HP indexing station (workstation and monitor) is purchased with a 3-year manufacturer warranty. After the 3-year manufacturer warranty has expired, the County will be responsible for funding any support renewals or hardware refreshes.
- All Cisco hardware, including routers and router modules, are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any support renewals or hardware refreshes.
- All ImageNow software items are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). In regards to Direct Software (with the exception of ImageNow CaptureNow for Adrenaline - Licenses for Type 1 Scanners), the County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
- In regards to ImageNow CaptureNow for Adrenaline - Type 1 Licenses, the County will be responsible for all support renewals.
- Although all ImageNow software items and the first year of support will be purchased during SFY 2008/09, the effective first year of support will not begin until November 2009. The County will not be charged any additional support costs during the time period between purchasing the licenses and the effective first year of support date.
- One ImageNow CaptureNow License is required on every workstation that is connected to a scanner.
- One ImageNow WebNow License is required on every workstation where a user will be accessing images from the C-IV system. The quantity of ImageNow WebNow licenses provided in this County Purchase was determined by the Production Counties.
- CA eTrust software items are purchased with 3-year software support agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
- Ericom PowerTerm, ISS Real Secure and CheckPoint PointSec software items are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.



II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Years 2008/09 through 2011/12.

III. Total Cost:

The following table outlines the total charges for this County Purchase.

Total County Purchase Charges (Central + Direct) *	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$140,993	\$8,812	\$3,880	\$153,685
One-Time Charges - Payment Milestones	\$0	\$137,478	\$0	\$0	\$137,478
Recurring Charges	\$0	\$3,515	\$8,812	\$3,880	\$16,207
Hardware & Software Charges	\$338,664	\$201,748	\$32,897	\$62,427	\$635,737
Hardware Charges	\$0	\$124,479	\$19,208	\$62,427	\$206,115
Hardware Maintenance & Support Charges	\$0	\$14,628	\$4,455	\$0	\$19,083
Software Charges	\$287,053	\$52,680	\$0	\$0	\$339,733
Software Maintenance & Support Charges	\$51,611	\$9,962	\$9,234	\$0	\$70,806
Production Operations Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
Totals	\$338,664	\$345,841	\$49,148	\$69,407	\$803,060

IV. Milestone Schedule:

The following table outlines the charges and invoicing timelines for Payment Milestones.

Milestone Number	Description	Due Date	Development Contractor Price	Total Costs Per Milestone for Stanislaus County
1	Deployment Complete - Merced and Stanislaus Counties	2/26/2010	\$625,164	\$83,621
2	Deployment Complete - Riverside County	4/30/2010	\$222,733	\$29,792
3	Deployment Complete - San Bernardino County	5/31/2010	\$179,916	\$24,065
TOTAL:			\$1,027,813	\$137,478



COUNTY PURCHASE APPROVAL

Subject: County Purchase -ST-01-2009

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Stanislaus County

By: Christine C. Applegate
Printed Name: Christine C. Applegate
Title: Director - Community Services Agency
Date: 5-18-09

APPROVED AS TO FORM
STANISLAUS COUNTY COUNSEL

BY Leah S. Nagy
5-15-09

Notice Address:
251 E. Hackett Road
Modesto, CA 95358

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: Karen Rappaport
Printed Name: Karen Rappaport
Title: C-IV Deputy Director
Date: 6/5/09

Notice Address:
SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

Total County Purchase Charges (Central + Direct) *	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$140,993	\$8,812	\$3,880	\$153,685
One-Time Charges - Payment Milestones	\$0	\$137,478	\$0	\$0	\$137,478
Recurring Charges	\$0	\$3,515	\$8,812	\$3,880	\$16,207
Hardware & Software Charges	\$338,664	\$201,748	\$32,897	\$62,427	\$635,737
Hardware Charges	\$0	\$124,479	\$19,208	\$62,427	\$206,115
Hardware Maintenance & Support Charges	\$0	\$14,628	\$4,455	\$0	\$19,083
Software Charges	\$287,053	\$52,680	\$0	\$0	\$339,733
Software Maintenance & Support Charges	\$51,611	\$9,962	\$9,234	\$0	\$70,806
Production Operations Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
Totals	\$338,664	\$345,841	\$49,148	\$69,407	\$803,060

Total County Purchase Charges (Central)	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$140,993	\$8,812	\$3,880	\$153,685
One-Time Charges - Payment Milestones	\$0	\$137,478	\$0	\$0	\$137,478
Recurring Charges	\$0	\$3,515	\$8,812	\$3,880	\$16,207
Hardware & Software Charges	\$25,940	\$139,845	\$19,208	\$62,427	\$247,421
Hardware Charges	\$0	\$67,031	\$19,208	\$62,427	\$148,666
Hardware Maintenance & Support Charges	\$0	\$10,173	\$0	\$0	\$10,173
Software Charges	\$21,983	\$52,680	\$0	\$0	\$74,663
Software Maintenance & Support Charges	\$3,957	\$9,962	\$0	\$0	\$13,919
Production Operations Charges	\$0	\$0	\$0	\$0	\$0
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$0	\$0	\$0	\$0
Total Charges *	\$25,940	\$280,838	\$28,020	\$66,307	\$401,106

Total County Purchase Charges (Direct)	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$0	\$0	\$0	\$0
One-Time Charges - Payment Milestones	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$0	\$0	\$0	\$0
Hardware & Software Charges	\$312,724	\$61,903	\$13,689	\$0	\$388,316
Hardware Charges	\$0	\$57,448	\$0	\$0	\$57,448
Hardware Maintenance & Support Charges	\$0	\$4,455	\$4,455	\$0	\$8,910
Software Charges	\$265,070	\$0	\$0	\$0	\$265,070
Software Maintenance & Support Charges	\$47,654	\$0	\$9,234	\$0	\$56,888
Production Operations Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
Totals	\$312,724	\$65,003	\$21,128	\$3,100	\$401,954

* Stanislaus County will reimburse C-IV for all charges. The charges associated with this County Purchase should not hit the C-IV Project Budget.

6. Assumptions

#	Assumption
General Assumptions:	
1	The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes. The final cost will be provided to the Consortium at the time of invoicing.
2	Taxes for hardware items were estimated at a rate of 9.25%.
3	Shipping/Handling charges were estimated at a rate of 5.0%.
4	The person counts used are from State Fiscal Year 2006/07.
5	All hardware with unit costs exceeding \$5,000.00 will be leased at an interest rate of 11.9% for 60 months. In order to show the total charges associated with the lease agreements, the hardware charges for October 2011 include those for October as well as all remaining lease payments that run beyond the end of the current Base Agreement. These remaining lease payments will, however, continue to be incurred during the appropriate months in future State Fiscal Years.
6	One-time Services Charges will be invoiced as Payment Milestones.
7	All one-time Services Charges and all Central Hardware and Software Charges will be shared among the four Production Counties - Merced, Riverside, San Bernardino and Stanislaus. Of these charges, Stanislaus County will be responsible for approximately 12.28%. This percentage allocation is based on the County's person
8	The existing EMC Centera devices in Riverside, San Bernardino and Stanislaus Counties will be re-used in either the Production Data Center (PDC) or Development Data Center (DDC) as appropriate.
9	Recurring Service Charges for servicing scanners will be shared among the following three Production Counties: Riverside, San Bernardino and Stanislaus. Of these charges, Stanislaus County will be responsible for approximately 3.10%.
10	New equipment will be setup and installed by Contractor staff.
11	There will be a Statement of Work (SOW) with the Consortium that outlines the Services that the Consortium and Counties will be receiving. This document will outline any additional assumptions.
12	All recurring charges necessary for this solution (such as maintenance/support, Facilities or Production Operations) that are not funded by the County (as noted below) will instead be funded by the Consortium.
Central Hardware and Software Assumptions:	
1	Central Hardware will initially be sent to either the Production Data Center (PDC) or Development Data Center (DDC) as appropriate.
2	All EMC hardware is purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.
3	All HP DL360 G5 servers are purchased with 1-year hardware support agreements. The County is responsible for funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.
4	The hardware support coverage for the HP DL360 G5 Servers is 24x7x6.
5	All Sun T5120 servers are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.
6	All ImageNow software items are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). In regards to Central Software, the County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
7	Although all ImageNow software items and the first year of support will be purchased during SFY 2008/09, the effective first year of support will not begin until November 2009. The County will not be charged any additional support costs during the time period between purchasing the licenses and the effective first year of support date.

6. Assumptions

#	Assumption
8	All EMC software is purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
9	Storage estimates were calculated based on file size (72kb/image and 65kb/index data) as well as the number of images that will be scanned per month. The number of images that will be scanned per month is based on current usage by the Production Counties and also accounts for the conversion of the existing data.
Direct Hardware and Software Assumptions:	
1	All Direct Hardware will initially be shipped to the warehouse in Riverside, CA for storage and will later be shipped to the Production Counties.
2	All Fujitsu scanners are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). In regards to the Fujitsu Type 1 Scanners (Fujitsu fi-6130), the County will be responsible for funding any support renewals or hardware refreshes once the hardware support agreements have expired. In regards to the Fujitsu Type 2 Scanners (Fujitsu fi-6240), the County will be responsible for funding the first year of support. Once the hardware support agreements have expired, the Consortium will be responsible for funding any support renewals or hardware refreshes.
3	Any existing scanners in the Counties will be re-used in this new solution. It will still be required that these scanners are attached to a C-IV workstation with an ImageNow CaptureNow License. The ImageNow CaptureNow Licenses are included in the estimate.
4	Each HP indexing station (workstation and monitor) is purchased with a 3-year manufacturer warranty. After the 3-year manufacturer warranty has expired, the County will be responsible for funding any support renewals or hardware refreshes.
5	All Cisco hardware, including routers and router modules, are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any support renewals or hardware refreshes.
6	All ImageNow software items are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). In regards to Direct Software (with the exception of ImageNow CaptureNow for Adrenaline - Licenses for Type 1 Scanners), the County is responsible for funding the first year of support.
7	In regards to ImageNow CaptureNow for Adrenaline - Type 1 Licenses, the County will be responsible for all support renewals.
8	Although all ImageNow software items and the first year of support will be purchased during SFY 2008/09, the effective first year of support will not begin until November 2009. The County will not be charged any additional support costs during the time period between purchasing the licenses and the effective first year of support date.
9	One ImageNow CaptureNow License is required on every workstation that is connected to a scanner.
10	One ImageNow WebNow License is required on every workstation where a user will be accessing images from the C-IV system. The quantity of ImageNow WebNow licenses provided in this County Purchase was determined by the Production Counties.
11	CA eTrust software items are purchased with 3-year software support agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the Consortium will be responsible for funding any support renewals.
12	Ericom PowerTerm, ISS Real Secure and CheckPoint PointSec software items are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). The County is responsible for funding the first year of support. Once the software support agreements have expired, the Consortium will

Milestone Number	Description	Due Date	Development Contractor Price	Total Costs Per Milestone for Stanislaus County
1	Deployment Complete - Merced and Stanislaus Counties	2/26/2010	\$625,164	\$83,621
2	Deployment Complete - Riverside County	4/30/2010	\$222,733	\$29,792
3	Deployment Complete - San Bernardino County	5/31/2010	\$179,916	\$24,065
TOTAL:			\$1,027,813	\$137,478

Payment Milestones - Allocation by County	Person Count	% Person Count
Merced (C-IV)	84,720	8.90%
Merced (non-C-IV)	21,180	2.22%
Riverside	312,463	32.82%
San Bernardino	406,432	42.69%
Stanislaus	127,358	13.38%
Totals	952,153	100.00%

Total County Purchase Charges (Central + Direct) *	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$140,993	\$8,812	\$3,880	\$153,685
One-Time Charges - Payment Milestones	\$0	\$137,478	\$0	\$0	\$137,478
Recurring Charges	\$0	\$3,515	\$8,812	\$3,880	\$16,207
Hardware & Software Charges	\$338,664	\$201,748	\$32,897	\$62,427	\$635,737
Hardware Charges	\$0	\$124,479	\$19,208	\$62,427	\$206,115
Hardware Maintenance & Support Charges	\$0	\$14,628	\$4,455	\$0	\$19,083
Software Charges	\$287,053	\$52,680	\$0	\$0	\$339,733
Software Maintenance & Support Charges	\$51,611	\$9,962	\$9,234	\$0	\$70,806
Production Operations Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
Totals	\$338,664	\$345,841	\$49,148	\$69,407	\$803,060

Total County Purchase Charges (Central)	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$140,993	\$8,812	\$3,880	\$153,685
One-Time Charges - Payment Milestones	\$0	\$137,478	\$0	\$0	\$137,478
Recurring Charges	\$0	\$3,515	\$8,812	\$3,880	\$16,207
Hardware & Software Charges	\$25,940	\$139,845	\$19,208	\$62,427	\$247,421
Hardware Charges	\$0	\$67,031	\$19,208	\$62,427	\$148,666
Hardware Maintenance & Support Charges	\$0	\$10,173	\$0	\$0	\$10,173
Software Charges	\$21,983	\$52,680	\$0	\$0	\$74,663
Software Maintenance & Support Charges	\$3,957	\$9,962	\$0	\$0	\$13,919
Production Operations Charges	\$0	\$0	\$0	\$0	\$0
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$0	\$0	\$0	\$0
Total Charges *	\$25,940	\$280,838	\$28,020	\$66,307	\$401,106

Total County Purchase Charges (Direct)	SFY 08/09	SFY 09/10	SFY 10/11	SFY 11/12	TOTAL
Services Charges	\$0	\$0	\$0	\$0	\$0
One-Time Charges - Payment Milestones	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$0	\$0	\$0	\$0
Hardware & Software Charges	\$312,724	\$61,903	\$13,689	\$0	\$388,316
Hardware Charges	\$0	\$57,448	\$0	\$0	\$57,448
Hardware Maintenance & Support Charges	\$0	\$4,455	\$4,455	\$0	\$8,910
Software Charges	\$265,070	\$0	\$0	\$0	\$265,070
Software Maintenance & Support Charges	\$47,654	\$0	\$9,234	\$0	\$56,888
Production Operations Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
One-Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$0	\$3,100	\$7,439	\$3,100	\$13,638
Totals	\$312,724	\$65,003	\$21,128	\$3,100	\$401,954

* Stanislaus County will reimburse C-IV for all charges. The charges associated with this County Purchase should not hit the C-IV Project Budget.

**AMENDMENT 3
OF THE
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM
CONSORTIUM IV AND THE COUNTY OF Stanislaus**

INTRODUCTION

The purpose of this Amendment of the MOU is to delineate the areas of understanding and agreement between the Consortium and the County with regard to the transfer of property. The parties to this MOU wish to make provisions for the transfer of Local Equipment from the Consortium to the County and to provide a mechanism whereby the County can transfer Impaired Devices to Consortium in exchange for operable equipment from Consortium. Additionally, this Amendment updates certain areas of understanding and agreement between Consortium and the County with regard to the budgeting, accounting, claiming, and procurement procedures for Hardware and Software (HW/SW) and Separate Services during C-IV Maintenance and Operations (M&O). This Amendment is conditioned on the Consortium entering into the same Amendment with the other three original member counties.

NOW THEREFORE, the MOU is amended as follows, effective as of the date of the signature by County below:

I. DEFINITIONS

Section I is amended to include the following definitions:

- 1.19 **“Local Equipment”**: Work station equipment, including monitors, keyboards, mice and printers which were obtained by County and contributed to Consortium for System use.
- 1.20 **“Impaired Device”**: Any equipment that is used by County for System use which has become, whether by damage or other reason, incapable of performing its intended System purpose.
- 1.21 **“Separate Services”**: Services which are related to the System, obtained by Counties from Accenture.

II. COUNTY

Section II is amended to include the following additions and changes:

2.5 Claiming During C-IV Maintenance and Operations (M&O).

- 2.5.1 The County will be responsible for the costs of HW/SW for new County Sites or the expansion of existing Sites, refresh of existing local HW/SW (as deemed necessary by the County) and Separate Services requested by the County. The County will prepare and submit Advance Planning Documents (APDs) to the State for approval of these items.
- 2.5.2 The Consortium's Controller shall perform accounts payable functions that relate to vendor billings and overall project costs, including Separate Services and HW/SW purchased by the County. The Consortium will invoice each County monthly for the County specific costs incurred in accordance herewith.
- 2.5.3 The Consortium M&O Project costs will be budgeted in the CDSS Local Assistance item for Automation Projects. The budget will be based on costs included in the most current approved C-IV M&O IAPDU. The budget will reflect total costs for the Consortium, not costs for each County.
- 2.5.4 Each of the C-IV Counties will complete its annual County Budget with sufficient appropriations to cover its applicable share of the C-IV M&O Project Budget. Total County Project Costs, excluding specific County-incurred costs, will be paid to the Consortium.
- 2.5.6 If, during the term of this MOU, the County is unable to appropriate sufficient funds to meet its obligations hereunder, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other county members of the Consortium by May 31st of that fiscal year. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

2.6 Hardware/Software (HW/SW).

- 2.6.1 The County will prepare and submit to the Consortium a change order to request a cost estimate for additional HW/SW. This request will identify the number of additional HW/SW anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested.
- 2.6.2 Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the HW/SW until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.
- 2.6.3 The parties recognize that all HW/SW procured in accordance with this MOU will become County property.
- 2.6.4 The County will be responsible for the installation of all electrical and data cabling to support the necessary HW/SW at the County Site(s). Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the C-IV System Operations and Support Plan (SOSP). Data cabling test results will be provided to the Consortium for their review.
- 2.6.5 The County will be responsible for the costs associated with the ordering and installation of data circuits between the local County Site(s) and the C-IV Production Data Center. The County will work with Accenture Staff to ensure that the data circuit is of appropriate bandwidth in accordance with C-IV specifications.
- 2.6.6 Following the receipt, installation and acceptance of the additional HW/SW, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the HW/SW based on invoiced documentation provided by the Consortium.

2.8 Separate Services.

- 2.8.1 County may prepare and submit to the Consortium a change order to request Separate Services to be performed by Accenture. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services.
- 2.8.2 The County will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by Accenture. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the C-IV System.

III. CONSORTIUM

Section III is amended to include the following additions and changes:

3.7 Hardware/Software (HW/SW).

- 3.7.1 Upon receiving a change order request from the County for HW/SW, the Consortium will forward the change order to Accenture for a cost estimate that will be provided in accordance with the procedures in the Consortium agreement with Accenture, including estimates with all appropriate costs for the items specified in the request as well as all other HW/SW that is necessary to ensure compliance with C-IV specifications. Such other HW/SW may include, but is not limited to, network switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from Accenture Staff.
- 3.7.2 The Consortium Staff will authorize the purchase of the HW/SW after approval of the cost estimate from the County. The Project Staff will ensure that the requested items are being ordered in a timely manner and in compliance with the approved cost estimate.
- 3.7.3 All HW/SW procured under this MOU will become County property. The County will track and manage such property in accordance with mutually agreed upon inventory and accounting practices and procedures. Consortium shall retain the right to operational management of all HW/SW in accordance with Consortium procedures.

3.7.4 Except as otherwise mutually agreed upon in writing, the Consortium is responsible for all on-going maintenance and licensing of all HW/SW procured or otherwise obtained under this MOU. The Consortium will budget such additional costs in its annual expenditures.

3.9 Separate Services.

3.9.1 Upon receiving a change order request from the County for Separate Services, the Consortium will forward the change order to Accenture for a cost estimate that will be provided in accordance with the procedures in the Consortium agreement with Accenture, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the C-IV System. Once the Consortium receives the cost estimate from Accenture, the Consortium will forward the estimate to the County.

3.9.2 The Consortium will work with the County to ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by Accenture.

IV. MUTUAL RESPONSIBILITIES

Section IV is amended to include the following additions and changes:

4.7 Claiming During Development and Implementation (D&I) and Maintenance and Operations (M&O). The Consortium will allocate the project budget to each County in accordance with Section 2.7 hereof and Section 5.02 of the Joint Exercise of Powers Agreement so that individual Counties may be responsible for tracking budget to actual variance during the fiscal year. The Consortium will continue to evaluate total Project expenditures and budget variances. The annual budget requests and IAPD updates will be prepared by the C-IV Project along with County Personnel.

4.8 Transfer of Local Equipment and Transfer of Impaired Devices.

4.8.1. Transfer of Local Equipment.

A. Transfer of Local Equipment. Consortium conveys, assigns and transfers to County, and County hereby accepts from Consortium, all right, title and interest of Consortium in and to all of the Local Equipment on the terms and conditions set forth herein.

- B. Liability for Local Equipment. County shall be responsible for any liabilities or obligations associated with or related to the Local Equipment that occur after the Local Equipment Transfer Date (as defined below in section 4.8.3).

4.8.2. Transfer of Impaired Devices.

- A. Transfer of Impaired Devices. County conveys, assigns and transfers to Consortium, and Consortium hereby accepts from County, all right, title and interest of County in and to all of the Impaired Devices on the terms and conditions set forth herein.
- B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device Transfer Date (as defined below in section 4.8.3).

4.8.3. Transfer Events.

- A. Consortium to County. The transfer of Local Equipment from Consortium to County shall be effective as follows (the “Local Device Transfer Date”):
 - i. On execution by Consortium’s Board of the order authorizing such transfer for the 4 original member Counties in the Consortium, currently scheduled for _____, and;
 - ii. On an ongoing basis, when Consortium delivers a new Local Equipment device and when Consortium and County execute an Equipment Transfer.
- B. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an Equipment Transfer.

4.8.4. Disclaimers of Representations and Warranties.

- A. CONSORTIUM. CONSORTIUM IS TRANSFERRING, ASSIGNING AND CONVEYING ALL LOCAL EQUIPMENT ON AN “AS-IS” BASIS TO COUNTY. CONSORTIUM MAKES NO REPRESENTATIONS OR WARRANTIES,

EITHER EXPRESSED OR IMPLIED, REGARDING THE LOCAL EQUIPMENT AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE LOCAL EQUIPMENT, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE. CONSORTIUM DOES NOT REPRESENT OR WARRANT THAT THE LOCAL EQUIPMENT WILL MEET COUNTY'S REQUIREMENTS, OR THAT THE LOCAL EQUIPMENT WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

B. COUNTY. COUNTY IS TRANSFERRING, ASSIGNING AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

C. Manufacturer's Warranties. The disclaimers in Sections 4.8.4(a) and 4.8.4(b) above notwithstanding, each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Local Equipment and Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable Transfer Date and is subject to all of the terms and conditions imposed by the manufacturers.

4.8.5. Limitations of Liability and Exclusive Remedies.

- A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the counties comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Local Equipment or Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.
- B. Exclusive Remedy of County. County acknowledges that Consortium is providing the Local Equipment under applicable state policy and County agrees that County's sole and exclusive remedy for any inability to use a Local Equipment device or any other matter under this property transfer shall be that the Consortium shall, in Consortium's discretion, repair or replace the Local Equipment device.
- C. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.8.6. Responsibility for Software Licenses.

- A. County. County hereby appoints Consortium as County's agent for the sole purpose of removing any software contained on any and all Impaired Devices County transfers to Consortium. County shall retain all rights and obligations associated with any license to software contained on any Impaired Device that County transfers to Consortium. County acknowledges and

accepts that the Local Equipment that Consortium transfers to the County pursuant to the provisions herein will contain no software licenses.

- B. Consortium. Consortium shall, acting as agent of the County, remove any and all software from Impaired Devices that Consortium receives from County. Consortium shall not acquire any rights or obligations associated with any license to software contained on any Impaired Device that Consortium receives from County.

4.8.7. Expenses. Each party shall pay their own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants and other experts.

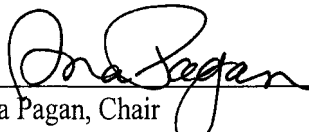
All other terms and conditions of the MOU and amendments shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 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: 01/30/09

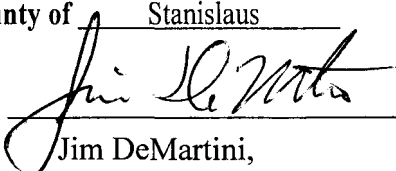
Consortium:

California Statewide Automated Welfare System Consortium IV

By: 
Ana Pagan, Chair
C-IV Board of Directors

Dated: MAY 19 2009

County:

County of Stanislaus
By: 
Jim DeMartini,
Chairman of the Board

Amended 4/19/09