

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM
AND THE COUNTIES OF ALAMEDA, CONTRA COSTA, FRESNO, ORANGE, PLACER,
SACRAMENTO, SAN DIEGO, SAN FRANCISCO, SAN LUIS OBISPO, SAN MATEO, SANTA
BARBARA, SANTA CLARA, SANTA CRUZ, SOLANO, SONOMA, TULARE, VENTURA AND YOLO**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the California Automated Consortium Eligibility System (hereafter “CalACES”), and the Welfare Client Data System (“WCDS”) Consortium Counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (referred to collectively as “WCDS Counties” and individually as “WCDS County”).

I. INTRODUCTION

- A. CalACES, a joint powers authority (“JPA”) comprised of forty (40) California counties, was formed on September 1, 2017, pursuant to Assembly Bill ABX1 16 (2011), which required the thirty-nine (39) Consortium IV (“C-IV”) JPA counties and Los Angeles County to form a forty (40) county consortium and replace the LEADER and C-IV systems with a single jointly designed system.
- B. The WCDS Consortium is a consortium of eighteen (18) California counties organized for the purpose of managing and maintaining the CalWORKs Information Network (known as CalWIN) and related systems, used by the WCDS Counties in support of their social services programs.
- C. The Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California (“State”) to move to a single statewide-automated welfare system (“SAWS”) by 2023. In moving toward that goal and in consultation with the County Welfare Directors Association of California (“CWDA”) and relevant State program sponsors, CalACES and the WCDS Counties are pursuing the formation of a new consortium (“CalSAWS”) that combines all fifty-eight (58) California Counties (“58 Counties”).
- D. Representatives from CalACES, the WCDS Counties, and CWDA formed a team (the “CalSAWS Leadership Team”). The CalSAWS Leadership Team is collaborating on

the CalSAWS governance structure, and making recommendations for cross-consortia issues. A significant cross-consortia issue involves the procurement and implementation of Shared Services, which would facilitate the move toward a single SAWS.

- E. Rather than wait until the formation of CalSAWS, the CalSAWS Leadership Team recommended that the 58 Counties begin procuring and implementing Shared Services.
- F. The CalSAWS Leadership Team recommended that CalACES assume legal responsibility for the procurement and execution of contracts with vendors for Shared Services, on behalf of CalACES and the WCDS Counties, for implementation by the 58 Counties.
- G. The State Department of Social Services (“CDSS”) supports the plan that CalACES may obtain these Shared Services on behalf of the 58 Counties.

II. PURPOSE

- A. The purpose of this MOU is to delineate the areas of understanding and agreement between CalACES and each WCDS County regarding matters related to the procurement, implementation, maintenance and operations of shared services for the benefit of the 58 Counties. These shared services include the Online CalWORKs Appraisal Tool (“OCAT”) Rebuild as provided in Welfare and Institutions Code section 11325.15, the Foster Care Eligibility Determination and other services (“collectively, “Shared Services”) deemed necessary by the CalSAWS Leadership Team and CWDA.
- B. This MOU is conditioned on CalACES and each of the WCDS Counties executing this MOU without modification.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CalACES and the WCDS Counties (each a “Party” and collectively the “Parties”) agree as follows:

III. RESPONSIBILITY OF THE PARTIES

- A. CalSAWS Leadership Team: To facilitate the procurement, implementation, maintenance and operations of Shared Services for the benefit of the 58 Counties, the Parties have formed the CalSAWS Leadership Team, comprised of six (6)

members: two (2) representatives from the WCDS Counties; two (2) representatives from CalACES operating on the C-IV System and two (2) representatives from CalACES operating on the Leader Replacement System.

B. CalACES

1. CalACES, acting on its own behalf and in a fiduciary capacity for the WCDS Counties, agrees to undertake best efforts to assume responsibility for the procurement of Shared Services on behalf of the Parties.
2. CalACES agrees to enter into contracts for Shared Services with the vendor(s), for the Parties, provided (a) that CalACES and the WCDS Counties receive their respective State and/or Federal funding in full for the Shared Services, and (b) that the CalSAWS Leadership Team reviews and approves the contracts prior to approval by CalACES. In order to facilitate the procurement process, the WCDS Counties will not be a party to the contracts for Shared Services with the vendor(s). CalACES will closely monitor the funding and track the utilization for these Shared Services efforts. CalACES will establish an original budget after consultation with and approval of the CalSAWS Leadership Team regarding the scope of work and sources of funding for Shared Services, which may include a County share ("County Share") in addition to the State and/or Federal funding. The County Share is defined and established by the approved Cost Allocation Plan. In the event there is a need for additional funds beyond the original budget, CalACES will consult with and obtain approval from the CalSAWS Leadership Team to determine how to manage the situation.
3. In the event a Shared Service requires the Parties to share in a portion of cost, the County Share will be determined using the approved Cost Allocation Plan for the Shared Service, which distributes the costs across all state, federal and county programs. CalACES will follow the standard invoicing processes to invoice WCDS Counties based upon each WCDS County's Persons Count portion of the County Share, as published annually by the Office of Systems Integration.
4. Following its annual audit, CalACES has an annual operational report and annual fiscal report prepared and shall make these reports available to any WCDS County upon request.

5. CalACES agrees to solicit and incorporate feedback regarding all of the Shared Services procurements and/or ongoing services, operations, and enhancements using existing established governance processes where available, or as directed by the CalSAWS Leadership Team, in consultation with CWDA and relevant State program sponsors.
6. With respect to the OCAT Rebuild, CalACES will ensure that CDSS retains the same level of access to OCAT as CDSS had as of June 30, 2017, and the other functional requirements required in Welfare and Institutions Code section 11325.15, subdivisions (b) and (c).
7. CalACES, with the approval of the CalSAWS Leadership Team, may terminate any contract for Shared Services, including in the event of any suspension or termination of State and/or Federal funding or unavailability of County funds for transfer to CalACES to cover budget shortfalls.

C. WCDS Counties

1. Each WCDS County agrees and hereby delegates the authority to CalACES to procure Shared Services for implementation by that WCDS County.
2. Each WCDS County agrees to cooperate with CalACES in providing any needed information in support of the Shared Services procurements, development, implementation, and ongoing maintenance.
3. Each WCDS County agrees to transfer to CalACES, or permit CDSS to allocate and directly send to CalACES, its State, Federal, and/or County Share, as agreed to in the budgeting process outlined in section B.2. Each WCDS County's financial contribution for procuring Shared Services under this MOU is limited to its respective County Share for Shared Services, based upon the approved Cost Allocation Plan, unless each WCDS County specifically agrees to pay an amount beyond its County Share.
4. In the event there is a County Share for an approved Shared Service based upon the approved Cost Allocation Plan, each WCDS County agrees to remit payment upon receipt of a CalACES invoice to the designated fiscal agent for CalACES.

5. Each WCDS County agrees to cooperate with CalACES and/or vendors of Shared Services to provide access to that WCDS County's sites and facilities, as necessary for the implementation of Shared Services.
6. Each WCDS County agrees to cooperate with CalACES and/or vendors of Shared Services to take the actions necessary to interface with the Shared Services, consistent with the implementation timeline for the Shared Services.

D. MISCELLANEOUS PROVISIONS

1. Neither Party shall assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation for the other Party's personnel performing services hereunder.
2. All Parties agree to be liable for the negligence and willful misconduct of their own employees, agents and contractors performing services hereunder.
3. Term. The MOU shall commence on the date the board of CalACES approves the MOU, which date shall not occur until after all WCDS Counties have approved the MOU, and the MOU shall remain in effect until the formation of CalSAWS.
4. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal financial participation in the Shared Services. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate the MOU.
5. Each Party agrees to indemnify, defend and hold harmless the other Parties and each of their officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this MOU and any resulting contracts for Shared Services.
6. In the event any of the Parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU and any resulting contracts for Shared Services, each Party shall indemnify the other(s) to the extent of its comparative fault.
7. This MOU, and any amendment(s), may be executed in multiple counterparts, each of which shall be deemed an original, but all of which

shall, when taken together, shall constitute a single instrument. Transmission by facsimile or via e-mail as a scanned image of an executed counterpart to this MOU will be deemed due and sufficient delivery of such counterpart, and a photocopy or scanned image of an executed counterpart sent by email or by facsimile transmission may be treated by the Parties as a duplicate original.

8. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter herein. This MOU may be amended at any time by mutual agreement of all the Parties.
9. Written notices provided hereunder shall be sufficient when addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Dated: _____

California Automated Consortium Eligibility System

By:

Scott Pettygrove, Chair

Board of Directors

By:

John Boule, Secretary

Dated: _____

County:

County of Alameda

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Alameda County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Contra Costa

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Contra Costa County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Fresno

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Fresno County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Orange

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Orange County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Placer

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Placer County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Sacramento

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Sacramento County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of San Diego

By:

[Name], Chair
Board of Supervisors

Approved As To Form

San Diego County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of San Francisco

By:

[Name], Chair
Board of Supervisors

Approved As To Form

San Francisco County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of San Luis Obispo

By:

[Name], Chair
Board of Supervisors

Approved As To Form

San Luis Obispo County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of San Mateo

By:

[Name], Chair
Board of Supervisors

Approved As To Form

San Mateo County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Santa Barbara

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Santa Barbara County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Santa Clara

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Santa Clara County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Santa Cruz

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Santa Cruz County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Solano

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Solano County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Sonoma

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Sonoma County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Tulare

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Tulare County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Ventura

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Ventura County Counsel

By:

(Name, title)

Attest:

Dated: _____

County:

County of Yolo

By:

[Name], Chair
Board of Supervisors

Approved As To Form

Yolo County Counsel

By:

(Name, title)

Attest: