

File No. 150108

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date May 20, 2015

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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Completed by: Linda Wong Date May 15, 2015

Completed by: Linda Wong Date _____

AMENDED IN COMMITTEE

5/13/15

FILE NO. 150108

RESOLUTION NO.

1 [Agreement - Hewlett Packard Enterprise Services, LLC - County CalWIN Consortium -
2 \$82,571,463]

3 **Resolution requesting continued membership in the 18 County CalWIN Consortium and**
4 **the renewal of the Hewlett Packard Enterprise Services, LLC, contract with the**
5 **Consortium as a result of the new procurement of the Hewlett Packard contract by the**
6 **State of California, and retroactively authorizing the Director of the Human Services**
7 **Agency to expand the expenditure authority from \$53,019,909 for an additional amount**
8 **of \$29,551,554 the project budget including this extension is totaling to \$82,571,463**
9 **from February 1, 2015, through January 31, 2025.**

10
11 WHEREAS, Resolution No. 325-13 was passed on September 17, 2013, granting
12 authority for the Human Services Agency to continue its membership in the 18 County
13 CalWIN Consortium and authorizing the Director of the Human Services Agency to execute
14 the necessary agreements for participation in the consortium's continued development,
15 implementation, maintenance and operation of a computer system for the administration of
16 public benefit programs in accordance with State requirements, and

17 WHEREAS, This resolution will expand the expenditure authority from \$53,019,909 in an
18 additional amount of \$29,551,554 from February 1, 2015, through January 31, 2025, for a
19 total project budget including this extension of \$82,571,463, and

20 WHEREAS, The City and County of San Francisco wishes to continue to participate in the
21 CalWIN automated public benefits distribution and reporting system in accordance with State
22 requirements; and

23 WHEREAS, The Board of Supervisors originally authorized San Francisco's participation
24 in this 18 county consortium on December 6, 1999, through Resolution No. 1094-99 for the
25 replacement of the Welfare Client Data System (WCDS) with the new CalWIN system; and

1 WHEREAS, The Board of Supervisors authorized San Francisco's continuing
2 participation in this 18 county consortium on September 17, 2013, through Resolution No.
3 325-13 to extend the term and expand the expenditure authority for the CalWIN system; and

4 WHEREAS, The Federal and State funding agencies have granted a contract extension
5 of the existing contract with Hewlett Packard Enterprise Services, LLC through January 31,
6 2025.

7 WHEREAS, Hewlett Packard Enterprise Services, LLC, which acquired Electronic Data
8 Systems, is the current state-wide contractor developing and implementing the CalWIN
9 system; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby authorizes the Human Services
11 Agency to continue its membership in the 18 County CalWIN Consortium and authorizes the
12 Director of the Human Services Agency to execute the necessary agreements for participation
13 in the consortium's continued development, implementation, maintenance and operation of a
14 computer system for the administration of public benefit programs in accordance with state
15 requirements.

| | |
|---|--|
| <p>Item 1 File 15-0108 <i>(Continued from May 13, 2015)</i></p> | <p>Department: Human Services Agency (HSA)</p> |
| <p>EXECUTIVE SUMMARY</p> | |
| <p>Legislative Objectives</p> | |
| <p>The proposed resolution would: (1) approve the San Francisco Human Services Agency's continued membership in the 18 County CalWIN Consortium (Consortium) and approve a new contract between the CalWIN Consortium and Hewlett-Packard, and (2) retroactively authorize an increase to HSA's expenditure authority of \$26,299,281, from \$53,019,909 to \$79,319,190. The term of the contract between the Consortium and Hewlett-Packard is five years, from February 1, 2015 through January 31, 2020, with one three-year option and one two-year option to extend the contract through January 31, 2025, for a total contract term of 10 years.</p> | |
| <p>Key Points</p> | |
| <ul style="list-style-type: none"> • The CalWIN data management system is collectively managed by the 18 County CalWIN Consortium (the CalWIN Consortium) that shares costs associated with the continued development, implementation, maintenance, and operation of the CalWIN data management system. • In 1999, the Board of Supervisors approved the San Francisco Human Services Agency's (HSA) membership in the CalWIN Consortium for an amount not-to-exceed \$29,419,538. In 2009, the Board of Supervisors authorized HSA's continued membership in the Consortium and increased HSA's expenditure authority by \$13,110,600 from \$29,419,538 to \$42,530,138. In 2013, the Board of Supervisors authorized HSA's continued membership in the Consortium from July 1, 2013 through August 1, 2015 and increased HSA's expenditure authority by \$10,489,771 from \$42,530,138 to \$53,019,909. • In 2014, the CalWIN Consortium negotiated a new contract with Hewlett-Packard to implement a new computer data management system. The new contract is for five years from February 1, 2015 through January 31, 2020 with one three-year and one two-year option to extend, for a total contract term of ten years, through January 31, 2025. | |
| <p>Fiscal Impact</p> | |
| <ul style="list-style-type: none"> • San Francisco's share of the contract cost is 4.95 percent, or \$29,551,554. Of the \$29,551,554, approximately \$1,773,094 (six percent) is funded by the City's General Fund, \$11,820,621 (40 percent) by State monies, and \$15,957,839 (54 percent) by Federal monies. | |
| <p>Recommendations</p> | |
| <ul style="list-style-type: none"> • Amend the resolution to reflect the correct increased contract of \$29,551,554, and not \$26,299,281. • Approve the proposed resolution, as amended. | |

MANDATE STATEMENT

City Charter Section 9.118(b) states that a contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Sections 10823 through 10824 of the California Welfare and Institutions Code require counties to use computer data management systems to administer public benefit programs, join a consortium, and provide funding to maintain and operate the California Work Opportunity and Responsibility to Kids Information Network (CalWIN), which is a central State data management system.

The CalWIN data management system is collectively managed by the 18 County CalWIN Consortium (the CalWIN Consortium) that shares costs associated with the continued development, implementation, maintenance, and operation of the CalWIN data management system. Hewlett-Packard Enterprise Services, LLC, (Hewlett-Packard) provides maintenance and operation of CalWIN under a Statewide master contract established by the Consortium.

In 1999, the Board of Supervisors approved the San Francisco Human Services Agency's (HSA) membership in the CalWIN Consortium for an amount not-to-exceed \$29,419,538. In 2009, the Board of Supervisors authorized HSA's continued membership in the Consortium and increased HSA's expenditure authority by \$13,110,600 from \$29,419,538 to \$42,530,138. In 2013, the Board of Supervisors authorized HSA's continued membership in the Consortium from July 1, 2013 through August 1, 2015 and increased HSA's expenditure authority by \$10,489,771 from \$42,530,138 to \$53,019,909.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would: (1) approve HSA's continued membership in the 18 County CalWIN Consortium (Consortium) and approve a new contract between the CalWIN Consortium and Hewlett-Packard, and (2) retroactively authorize an increase to HSA's expenditure authority of \$26,299,281, from \$53,019,909 to \$79,319,190. The term of the contract between the Consortium and Hewlett-Packard is five years, from February 1, 2015 through January 31, 2020, with one three-year option and one two-year option to extend the contract through January 31, 2025, for a total contract term of 10 years.

The proposed resolution should be amended to correctly state that HSA's expenditure authority will increase by \$29,551,554 (see Table 1 below) from \$53,019,909 to \$82,571,463.

New Hewlett-Packard Contract

In 2014, the CalWIN Consortium negotiated a new contract with Hewlett-Packard to implement a new computer data management system. The new contract is for five years from February 1, 2015 through January 31, 2020 with one three-year and one two-year option to extend, for a total contract term of ten years, through January 31, 2025.

The new contract with Hewlett-Packard adds functionality compared to the old system, including:

- Improved project and portfolio management tools;
- Document management services;
- 8,500 hours per year of system enhancements;
- Fixed-price billing

According to Mr. David Curto, HSA Director of Contracts and Facilities, the new feature of a fixed-price billing under the proposed new contract with Hewlett-Packard is different than the previous contract with Hewlett-Packard, where billing was based on the case load of each county. Under the previous agreement, the City of San Francisco was invoiced for its participation in the CalWIN contract for \$.75 for each case utilized in the system. Mr. Curto states that under the proposed fixed-price billing system, the City will have lower costs and greater budget stability because its costs will be known, rather than face fluctuations depending on how many cases are processed each month.

FISCAL IMPACT

The overall contract amount between the CalWIN Consortium and Hewlett-Packard is \$597,498,634 over the 10-year term from February 1, 2015 through January 31, 2025. San Francisco's share of the contract cost is 4.95 percent, or \$29,551,554. Of the \$29,551,554, approximately \$1,773,094 (six percent) is funded by the City's General Fund, \$11,820,621 (40 percent) by State monies, and \$15,957,839 (54 percent) by Federal monies, as shown in Table 1 below.

**Table 1: San Francisco's Estimated Annual Payments
Under CalWIN Contract with Hewlett-Packard**

| Year | Contract Period | San Francisco Estimated Share 6% | State Share 40% | Federal Share 54% | Total Estimated Annual Cost |
|--------------|----------------------|--|--------------------|----------------------|-----------------------------------|
| 2015 | Original Period | \$181,612 | \$1,210,748 | \$1,634,509 | \$3,026,869 |
| 2016 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2017 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2018 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2019 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2020 | 1st Extension Period | 175,336 | 1,168,907 | 1,578,025 | 2,922,268 |
| 2021 | 1st Extension Period | 175,336 | 1,168,907 | 1,578,025 | 2,922,268 |
| 2022 | 1st Extension Period | 175,336 | 1,168,907 | 1,578,025 | 2,922,268 |
| 2023 | 2nd Extension Period | 169,512 | 1,130,081 | 1,525,609 | 2,825,202 |
| 2024 | 2nd Extension Period | 169,512 | 1,130,081 | 1,525,609 | 2,825,202 |
| Total | | \$1,773,094 | 11,820,621 | \$15,957,839 | \$29,551,554 |

San Francisco's estimated total annual payment of \$3,026,869 in the first year of the contract between the CalWIN Consortium and Hewlett-Packard is \$1,973,284 or 39.5 percent less than San Francisco's budgeted payment of \$5,000,153 in FY 2014-15 under the prior contract between the CalWIN Consortium and Hewlett-Packard.

RECOMMENDATIONS

1. Amend the proposed resolution to reflect the correct increased contract of \$29,551,554, and not \$26,299,281.
2. Approve the proposed resolution, as amended.

City and County of San Francisco



Edwin M. Lee, Mayor

Human Services Agency

Department of Human Services
Department of Aging and Adult Services

Trent Rhorer, Executive Director

January 27, 2015

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City and County of San Francisco
#1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
JAN 27 AM 11:35
AK

RE: Proposed Resolution for the Contract with CSAC (18-County Consortium)
for the Steering & Oversight of the Hewlett Packard CalWIN
(California Welfare Information Network)

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval please find a proposed Board Resolution requesting approval of the contract with CSAC for San Francisco's share of the oversight of the Hewlett Packard contract for the CalWIN for the period of February 1, 2015 through January 31, 2025.

If you need additional information, please contact David Curto, Director of Contracts & Facilities, at 557-5581.

Sincerely,

Trent Rhorer
Executive Director

Enclosures

150108

1 [Agreement - County CalWIN Consortium - \$53,019,909]

2
3 **Resolution retroactively amending the membership of the 18 County CalWIN**
4 **Consortium and authorizing the Director of the Human Services Agency to expand the**
5 **expenditure authority from \$42,530,138 for an additional amount of \$10,489,771 the**
6 **project budget including this extension is totaling to \$53,019,909 from July 1, 2013,**
7 **through August 1, 2015.**

8
9 WHEREAS, Board of Supervisors Resolution No. 317-09 was passed on July 28, 2009,
10 to granting authority for the Human Services Agency to continue its membership in the 18
11 County CalWIN Consortium and authorizing the Director of the Human Services Agency to
12 execute the necessary agreements for participation in the consortium's continued
13 development, implementation, maintenance and operation of a computer system for the
14 administration of public benefit programs in accordance with State requirements; and

15 WHEREAS, This resolution will expand the expenditure authority from \$42,530,138 in an
16 additional amount of \$10,489,771 from July 1, 2013, through August 1, 2015. The total
17 project budget including this extension is \$53,019,909; and

18 WHEREAS, The City and County of San Francisco wishes to continue to participate in the
19 CalWIN automated public benefits distribution and reporting system in accordance with State
20 requirements; and

21 WHEREAS, The Board of Supervisors originally authorized San Francisco's participation
22 in this 18 county consortium on December 6th of 1999 Resolution No. 1094-99 for the
23 replacement of the Welfare Client Data System (WCDS) with the new CalWIN system; and

1 WHEREAS, The Board of Supervisors authorized San Francisco's continuing
2 participation in this 18 county consortium on July 28th of 2009 Resolution No. 317-09 to
3 extend the term and expand the expenditure authority for the CalWIN system; and

4 WHEREAS, The Federal and State funding agencies have granted a contract extension
5 of the existing contract with HP Enterprise Services through July 31, 2015. HP Enterprise
6 Services, which acquired Electronic Data Systems, is the current state wide contractor
7 developing and implementing the CalWIN system; now, therefore, be it

8 RESOLVED, That the Board of Supervisors hereby authorizes the Human Services
9 Agency to continue its membership in the 18 County CalWIN Consortium and authorizes the
10 Director of the Human Services Agency to execute the necessary agreements for participation
11 in the consortium's continued development, implementation, maintenance and operation of a
12 computer system for the administration of public benefit programs in accordance with state
13 requirements.



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 130729

Date Passed: September 17, 2013

Resolution retroactively amending the membership of the 18 County CalWIN Consortium and authorizing the Director of the Human Services Agency to expand the expenditure authority from \$42,530,138 for an additional amount of \$10,489,771 the project budget including this extension is totaling to \$53,019,909 from July 1, 2013, through August 1, 2015.

September 11, 2013 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

September 11, 2013 Budget and Finance Committee - RECOMMENDED AS AMENDED

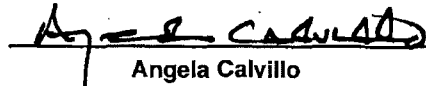
September 17, 2013 Board of Supervisors - ADOPTED


Ayes: 10 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Mar, Tang, Wiener and Yee

Absent: 1 - Kim

File No. 130729

I hereby certify that the foregoing
Resolution was ADOPTED on 9/17/2013 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor


Date Approved

**AMENDMENT III TO AGREEMENT RELATING TO
WELFARE CLIENT DATA SYSTEMS MANAGEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment III, is entered into this _____ day of _____, 20__ by and between the County of _____ ("COUNTY") and the California State Association of Counties, referred to hereinafter as "CSAC".

WHEREAS, the County entered into that certain Agreement Relating to Welfare Client Data Systems Management ("WCDS"), effective July 1, 2014, whereby CSAC agreed to provide staff and other support resources as set forth in the Agreement to perform duties of the Board of Directors; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below.

NOW, THEREFORE, the parties, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. In addition to the duties described in the Agreement, CSAC shall collect and disburse fees paid by the County in support of additional staff approved by the WCDS Board of Directors to support new governance and workload changes.
2. County shall remit the amount specified in Table I below, which represents each County's share of the additional cost for new approved staffing. This is in addition to the amount contained in Section 8 of the existing CSAC Agreement Relating to Welfare Client Data Systems Management. County shall remit the additional funds no later than February 28, 2015.

Table I

| County | Size | Share | FY14/15 (9 months) |
|-----------------|------|---------------|-----------------------|
| Alameda | L | 6.8% | \$79,646 |
| Contra Costa | L | 6.8% | \$79,646 |
| Fresno | L | 6.8% | \$79,646 |
| Orange | L | 6.8% | \$79,646 |
| Placer | S | 2.8% | \$32,583 |
| Sacramento | L | 6.8% | \$79,646 |
| San Diego | L | 6.8% | \$79,646 |
| San Francisco | L | 6.8% | \$79,646 |
| San Luis Obispo | S | 2.8% | \$32,583 |
| San Mateo | M | 5.6% | \$65,166 |
| Santa Barbara | M | 5.6% | \$65,166 |
| Santa Clara | L | 6.8% | \$79,646 |
| Santa Cruz | S | 2.8% | \$32,583 |
| Solano | M | 5.6% | \$65,166 |
| Sonoma | M | 5.6% | \$65,166 |
| Tulare | L | 6.8% | \$79,646 |
| Ventura | M | 5.6% | \$65,166 |
| Yolo | S | 2.8% | \$32,583 |
| Total | | 100.0% | \$1,172,976 |

3. Except as otherwise provided in this Amendment III, all other provisions of the Agreement Relating to Welfare Client Data Systems Management remain unchanged and in full force and effect. This Amendment III shall become effective upon execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to the Agreement as of the day and year first hereinabove written.

CALIFORNIA STATE
ASSOCIATION OF COUNTIES

Dated: _____

BY _____
Kelli Oropeza,
Chief of Financial Operations

ATTEST:

COUNTY OF SANTA CLARA

By _____
Deputy County Counsel

By _____
Director Social Services Agency

Dated: _____

Dated: _____

Deputy County Executive

ATTEST:

COUNTY OF SAN MATEO

Dated: _____

Purchasing Agent County of San Mateo

APPROVED AS TO FORM AND LEGALITY

COUNTY OF SAN DIEGO

By _____
Senior Deputy County Counsel

Director, Department of Purchasing and Contracting

Dated: _____

Dated: _____

ATTEST:

COUNTY OF SONOMA

Dated: _____

Director, Human Services Department

Dated: _____

Division Director, Human Services Department

Dated: _____

County Counsel

ATTEST:

COUNTY OF TULARE

Dated: _____

Chairperson, Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL

ATTEST:

COUNTY OF SANTA CRUZ

By _____
County Counsel

Dated: _____

Director, Human Services Department

APPROVED AS TO FORM

EXECUTED AND EFFECTIVE as of the date first above set forth.

ATTEST:

COUNTY OF FRESNO

BERNICE E. SEIDEL, Clerk

By _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO LEGAL FORM:
KEVIN BRIGGS,
COUNTY COUNSEL

By: _____

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A., AUDITOR-
TREASURER-TAX COLLECTOR

By: _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: _____
Delfino Neira, Director
Department of Social Services

Fund/Subclass: 001/1000
Organization: 56107004
Account/Program: 7294/0

Mailing Address:
2135 Fresno Street, Suite 100
Fresno, CA 93721
Phone No.: (559) 600-2300
Contact: Staff Analyst

ATTEST:

COUNTY OF SOLANO

Birgitta E. Corsello
County Administrator

Dated: _____

ADDRESS

CITY STATE Zip Code

Approved as to Content:

DEPARTMENT HEAD OR DESIGNEE

Dated: _____

Approved as to Form:

COUNTY COUNSEL

Dated: _____

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

Dated: 2/2/15

Executive Director
Human Services Agency

ATTEST:

COUNTY OF SAN LUIS OBISPO

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk
Board of Supervisors, San Luis Obispo County
State of California

Chairperson, Board of Supervisors

By _____
Deputy Clerk

Approved as to form and legal effect:
RITA L. NEAL, County Counsel

Dated: _____

By _____
Deputy County Counsel

ATTEST:

COUNTY OF CONTRA COSTA

Dated: _____

Director, Employment & Human
Services Department

ATTEST:

COUNTY OF ALAMEDA

Clerk Board of Supervisors

President, Board of Supervisors

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____ and that a copy has been delivered to the President as provided by Government Code Section 25103.

Dated: _____

CRYSTAL HISHIDA Clerk, Board of Supervisors,
County of Alameda, State of California

By _____
Deputy

ATTEST:

COUNTY OF PLACER

Date: _____

Richard J. Burton, M.D., M.P.H.
Health Officer & Director of Health and
Human Services

APPROVED AS TO FORM:

Placer County Counsel

ATTEST:

COUNTY OF YOLO

MARIKO YAMADA, CHAIR
BOARD OF SUPERVISORS

APPROVED AS TO FORM:
Robyn Truitt Drivon, County Counsel

ATTEST:
Anna Morales, Clerk
Board of Supervisors

By _____
Stephen B. Nocita, Senior Deputy

By _____
Deputy
(SEAL)

COUNTY OF ORANGE

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

SUSAN NOVAK
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM AIC
RISK MANAGEMENT ADMINISTRATOR

By: _____
Risk Management

ATTEST:

COUNTY OF SACRAMENTO

COUNTY OF SACRAMENTO
a political subdivision of the State of California

By _____
Ann Edwards, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61.012(h)

ATTEST:

COUNTY OF VENTURA

Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Deputy Clerk of the Board

Dated: _____

Chairperson of the Board of Supervisors

**AGREEMENT RELATING TO
WELFARE CLIENT DATA SYSTEMS MANAGEMENT**

THIS AGREEMENT is entered into this 1st day of July, 2014 by and between the following parties: the County of Santa Clara, California; the County of San Mateo, California; the County of San Diego, California; the County of Sonoma, California; the County of Tulare, California; the County of Santa Cruz, California; the County of Fresno, California; the County of Solano, California; the City and County of San Francisco, California; the County of San Luis Obispo, California; the County of Contra Costa, California; the County of Placer, California; the County of Alameda, California; the County of Yolo, California; the County of Orange, California; the County of Santa Barbara, California, the County of Sacramento, California, the County of Ventura, (hereinafter referred to collectively as "Counties" or "Entities") and the California State Association of Counties ("CSAC").

RECITALS

WHEREAS, the Entities desire the services of Welfare Client Data Systems Management Staff and other support resources as set forth herein to perform duties of the Board of Directors; and

WHEREAS, CSAC is able to provide such staff and other support resources to the Entities in return for compensation from the Entities as set forth herein;

WITNESSETH:

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement the following terms shall be ascribed the following meanings:

- a. "County" -- shall mean one of the following eighteen Counties: Santa Clara, San Mateo, San Diego, Sonoma, Tulare, Santa Cruz, Fresno, Solano, City and County of San Francisco, San Luis Obispo, Contra Costa, Placer, Alameda, Yolo, Orange, Santa Barbara, Sacramento, and Ventura;
- b. "Entities" -- shall mean all of the Counties collectively;
- c. "Board of Directors" -- shall mean the Welfare Client Data Systems Board of Directors constituting a deliberative body established for the purpose of administering computerized data processing services to the Welfare Departments of the eighteen Entities. The Board of Directors shall have eighteen members consisting of the Welfare Director of each county. The Board of Directors constitutes a

consortium of the Entities, is not a legal entity vested with the power to contract or to sue or be sued, and is vested with the powers delegated by this Agreement;

- d. "Policy Board" -- shall mean the Welfare Client Data Systems Policy Board as established by the Board of Directors; whose purpose is to establish and execute policy to address the long-range planning, ongoing development, enhancement, and maintenance aspects of all Welfare Client Data Systems under the oversight and direction of the WCDS Board of Directors and for the benefit of all Counties.
- e. "WCDS" -- shall mean the Welfare Client Data Systems constituting the designation of computerized services rendered to the Welfare Departments of the Entities.
- f. "Joint Maintenance Contractor" -- shall mean the management and operations vendor for the California Work Opportunity and Responsibility to Kids Information Network (CalWIN) system.

2. Term.

- a. The term of this agreement is for the period commencing on July 1, 2014 and ending June 30, 2015; provided, however, that termination of this Agreement for non-payment shall be carried out as provided in Section 10.
- b. This Agreement may be terminated at any time without cause by the Board of Directors upon service of sixty (60) days advance written notice upon CSAC. This Agreement may be terminated at any time without cause by CSAC by serving sixty (60) days advance written notice upon the Board of Directors. In case of such early termination, CSAC shall be paid for services satisfactorily performed up until the date of termination as specified in the notice unless CSAC is in default of this Agreement.

3. The Welfare Client Data Systems Management Staff. CSAC shall employ qualified individuals ("Employee(s)") who shall be assigned to work under the Board of Director's direction to administer the Board of Director's business. The Board of Directors shall have sole responsibility for directing and managing the Employee(s) in the performance of the following:

- a. Day-to-day evaluation of data processing contractors (quality, costs, and trends);
- b. Monitoring/scheduling system and data processing contractor performance problem resolution;
- c. Establish and maintain an ongoing working relationship with the California Department of Social Services (CDSS), including monitoring of state and

federal processing and review of Advance Planning Documents and feasibility studies;

- d. Maintain records for the WCDS Management Staff contract activities including county billings and payments;
- e. Contract (i.e. prepare request for proposals, evaluation of applicants, and negotiate contract and present to the Counties for execution) for an annual audit of cash receipts and disbursements to the data processing contractor when directed to do so by the Board of Directors;
- f. Undertake special studies and analysis as requested by the Board of Directors;
- g. Provide staff support to facilitate the operation of the WCDS Board of Directors and the WCDS Policy Board meetings and facilitate communications between the two groups;
- h. In conjunction with the WCDS Consortium Policy Board, administer contracts, RFP evaluation, contract negotiation process and project management as directed by the Board of Directors;
- i. Evaluate and propose opportunities for cost savings and/or system improvements for review;
- j. Monitor CDSS communications and policy development for WCDS impacts and bring potential impacts to the immediate attention of CDSS and the Board of Directors and WCDS Policy Board;
- k. With assistance from the WCDS Policy Board, develop a three year WCDS systems development strategic plan, to be updated annually to reflect accomplishments, changes in needs and priorities, and to include the third year hence;
- l. Transmit directions, instructions and authorizations of the WCDS Policy Board and Board of Directors to the Joint Maintenance Contractor, documenting all such transmissions; and
- m. Other duties as prescribed by the Board of Directors.

4. Employment Relationship. The Employee(s) shall be CSAC Employee(s) and, except as expressly provided herein, shall be subject to all standard CSAC employment policies, procedures and practices.

Selection of the Employee(s) will be the sole responsibility of the Board of Directors. The Board of Directors shall be solely responsible for directing and managing the Employee(s) in

the performance of duties. In particular, the Board of Directors shall have total control, responsibility and discretion over the Employee(s) day-to-day duties, including but not limited to direction and supervision of the scope and content of the Employee(s) work, work schedule and travel; provided, however, that such control, responsibility and discretion shall be exercised in a manner consistent with CSAC's employment policies and procedures and with all applicable federal and state labor laws.

The Employee(s) shall be "at-will" Employee(s). By the Agreement, CSAC delegates to the Board of Directors the authority to terminate the Employee(s) employment at any time, with or without cause.

Nothing in this Agreement is intended to imply a contractual relationship between the Employee(s) and CSAC, nor shall the Employee(s) be considered a third-party beneficiary of this Agreement.

5. Employee(s) Salary, Benefits, Vacation, Sick Leave and Severance Pay. The Board of Directors shall set the salaries for the Employee(s) and any subsequent increases thereto. Except as otherwise agreed to in a separate written agreement, the Employee(s) shall participate in all standard CSAC employment welfare and fringe benefit plans and programs as they currently exist and are documented in the current CSAC Employee(s) Handbook and as they may from time to time be modified or changed, including but not limited to retirement, health and other medical, and life insurance.

The Employee(s) shall accrue vacation and sick leave in accordance with CSAC policy.

The Entities shall reimburse CSAC for amounts paid for salary and benefits as provided in Section 8.

6. Other Support Services. CSAC shall reimburse Employee(s) for all travel and other miscellaneous expenses incurred by the Employee(s), upon submission of an expense report approved by an authorized Board of Directors member or authorized representative. The Entities shall reimburse CSAC for such costs in accordance with Section 8.

7. CSAC Compensation. In consideration for all services provided by CSAC under paragraphs 5 and 6 of this Agreement, and except as otherwise noted, the Entities shall each pay to CSAC a maximum compensation of the appropriate share according to County size, as noted in Section 8, Table I. Total compensation for administrative costs shall be 4% of the actual payroll and benefits of WCDS CSAC staff up to an annual cap of \$48,500, plus \$4,000 annually for each WCDS CSAC staff over 13, as included in Table I. In addition, the Entities shall pay to CSAC \$475 per County for the cost of naming each County as an additional insured on CSAC's insurance, also included in Section 8, Table I.

8. County Payments. Each County shall pay by August 30, 2014 to CSAC their share of the sum shown below, to be held in trust, and which shall equal an amount not to exceed the total Contract Payment to CSAC for the Fiscal Year 2014-2015.

All participating Counties will each pay according to the amounts on Table I for Fiscal Year 2014-2015.

Table I

| County | Size | Share | FY14/15 Total |
|-----------------|--------------|----------------|-----------------------|
| Alameda | L | 6.79% | \$153,112.00 |
| Contra Costa | L | 6.79% | \$153,112.00 |
| Fresno | L | 6.79% | \$153,112.00 |
| Orange | L | 6.79% | \$153,112.00 |
| Placer | S | 2.78% | \$62,637.00 |
| Sacramento | L | 6.79% | \$153,112.00 |
| San Diego | L | 6.79% | \$153,112.00 |
| San Francisco | L | 6.79% | \$153,112.00 |
| San Luis Obispo | S | 2.78% | \$62,637.00 |
| San Mateo | M | 5.56% | \$125,274.00 |
| Santa Barbara | M | 5.56% | \$125,274.00 |
| Santa Clara | L | 6.79% | \$153,112.00 |
| Santa Cruz | S | 2.78% | \$62,637.00 |
| Solano | M | 5.56% | \$125,274.00 |
| Sonoma | M | 5.56% | \$125,274.00 |
| Tulare | L | 6.79% | \$153,112.00 |
| Ventura | M | 5.56% | \$125,274.00 |
| Yolo | S | 2.78% | \$62,638.00 |
| | Total | 100.00% | \$2,254,927.00 |

In the event this Agreement is terminated in advance of the conclusion of its term, CSAC shall reimburse to the Entities the unexpended and unencumbered balance held by CSAC. Each County shall be reimbursed their proportionate share of the balance.

It is understood that each County shall not be liable for the other Counties' obligations hereunder, including, but not limited to, compensating CSAC under Sections 7. and 8. of this Agreement.

9. Post-Termination Expenses - Unemployment and Workers' Compensation Insurance. The Entities acknowledge that CSAC, in accordance with California law, is self-insured for unemployment compensation purposes, and that CSAC carries independent insurance to cover its workers' compensation liability. The Entities agree to reimburse CSAC for any additional unemployment and workers' compensation costs incurred by CSAC in connection with or as a result of the Employee(s) under this agreement, as included in the maximum

compensation in Section 8, Table I. These costs include, but are not limited to, any payments CSAC is required to make to the California Employment Development Department by reason of any claim for unemployment benefits filed by the Employee(s). This obligation to reimburse such costs shall extend beyond the termination of this Agreement and shall continue until CSAC is paid in full for all such costs.

10. Termination of Agreement for Nonpayment. This Agreement shall terminate as provided in Section 2. Additionally, CSAC may terminate this Agreement and/or may terminate payments to or on behalf of the Employee(s) as provided herein at such time as there are insufficient funds available for such payments. Before terminating the Agreement under this section, CSAC will give written notice that there are insufficient funds to cover payments due and Entities shall have 30 days from date of notice to cure such default. CSAC's waiver or non-enforcement of this provision at any time shall not be deemed a waiver of CSAC's rights to enforce this provision as CSAC deems appropriate.

A termination of this Agreement shall effect a termination of the Employee(s)' employment with CSAC and the Entities shall pay in equal parts any costs associated therewith, including but not limited to any unemployment costs as provided in Section 8. If any such costs are paid or incurred by CSAC, the Entities shall reimburse CSAC for such costs in accordance with Section 8.

11. Records, Reports and Documentation. CSAC shall maintain complete and accurate records of its operation as it pertains to this Agreement. The Board of Directors shall have the right to review any records that pertain to this Agreement. All records, reports and documentation shall be retained by CSAC for three (3) years after termination of this Agreement. CSAC shall provide the Board of Directors with a monthly statement of account.

12. Insurance. Throughout the term of this Agreement, CSAC shall maintain in full force and effect comprehensive general liability insurance coverage for bodily and personal injuries, and comprehensive automobile liability insurance, including owned and non-owned automobile coverage, covering bodily injury and property damage. CSAC will maintain either an umbrella or excess policy of at least \$1,000,000.00 each occurrence. CSAC shall maintain in full force and effect Employer's Liability Insurance coverage in an amount not less than \$1,000,000 per occurrence. Such insurance policies shall name each County, their officers, agents, and Employee(s), individually and collectively, as additional insured. Such coverage for additional insured shall apply as primary insurance for covering the acts of the Employee(s). This insurance shall not be canceled or materially changed without thirty (30) days advance, written notice to the Board of Directors.

Prior to commencement of this Agreement, CSAC shall provide on an Accord form naming the County as an additional insured. The certificate of insurance shall certify that the liability insurance coverage as required herein has been obtained and is in full force; and that such insurance coverage shall not be canceled or materially changed without thirty (30) days advance, written notice to the Board of Directors.

The Board of Directors may not permit the Employee(s) or volunteer workers to use their personal automobiles to transport individuals in performance of the Agreement unless the Employee(s) and volunteers carry automobile liability insurance with a minimum coverage at One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence for bodily injury, and Fifty Thousand Dollars (\$50,000.00) for property damage.

Throughout the term of this Agreement, CSAC shall maintain in full force and effect a policy of Statutory Workers' Compensation Insurance including broad form all-states coverage, covering the Employee(s).

All required insurance shall be provided by a company rated "AV" or better according to the Best Key Rating guide.

13. Independent Contractor Status. In performance of the work, duties and obligations assumed by CSAC under this Agreement, it is mutually understood and agreed that CSAC, including any and all of CSAC's officers, agents and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, Employee, joint venturer, partner, or associate of the Entities. However, Entities shall retain the right to administer this Agreement so as to verify that CSAC is performing its obligations in accordance with the terms and conditions thereof. CSAC and Entities shall comply with all applicable provisions of law and the rules and regulations, if any, of Governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CSAC shall have absolutely no right to employment rights and benefits available to Entities' Employees. CSAC shall be solely liable and responsible for providing to, or on behalf of, its Employees all legally-required Employee benefits. In addition, CSAC shall be solely responsible and save Entities harmless from all matters relating to payment of CSAC's Employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CSAC may be providing services to others unrelated to the Entities or to this Agreement. In performance of this Agreement, CSAC, its agents and Employees, shall act in an independent capacity and not as officers, Employees, or agents of the Board of Directors, any of the Entities or the State of California.

14. Indemnification. In consideration of CSAC's promise to delegate to the Board of Directors the sole responsibility for selecting, directing and managing the Employee(s), the Entities agree to indemnify, defend and hold harmless CSAC, its officers, directors, Employees and agents from and against all claims, liability, losses, damages, judgments, demands, or expenses arising from or in connection with the Employee(s)' performance under the terms of this Agreement or with the employment of the Employee(s), except such claims which are shown to arise from the negligence or willful default of CSAC in the performance of its duties and obligations provided herein. CSAC's rights under this indemnification provision

shall remain enforceable after the termination of this Agreement and for so long as CSAC may be subject to liability arising from or in connection with this Agreement. CSAC agrees to exonerate, indemnify, defend and hold harmless the Entities and each individual County, (including without limitation each County's officers, agents, Employees and volunteers), from and against all claims, liability, losses, damages, judgments, demands or expenses arising from or in connection with CSAC's performance under the terms of this Agreement.

15. Confidentiality. All services performed by CSAC under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality. The Board of Directors agrees to require Employee(s) to comply with the provisions of Sections 10850 and 17006 of the Welfare and Institutions Code. These sections provide that:

- a. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by the State of California from the United States government shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
- b. No person shall publish, disclose or use or permit or cause to be published or disclosed any list of persons receiving public social services, except as is provided by law.
- c. No person shall publish, disclose, or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as is provided by law.

The Board of Directors shall inform all Employees, agents and officers of the above provisions and that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

16. Nondiscrimination.

- a. CSAC shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State Law.
- b. During the performance of this contract, CSAC, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition,

marital status, age, or sex. CSAC shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, section 12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7385 et seq.). CSAC shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CSAC shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- c. CSAC shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

17. Enforceability. This Agreement shall be governed by and construed according to the laws of the State of California. Any legal action to enforce this Agreement shall be brought in Sacramento County, California.

18. Board of Directors Representative. Except as may be specified otherwise in this Agreement, the Board of Directors Executive Committee shall represent the Board of Directors in all matters under this Agreement.

19. Notices. Any notice required or permitted to be given under Agreement or pursuant to law shall be considered given when sent, provided such notice is sent by United States mail, postage prepaid, addressed to the parties as designated below or as otherwise noticed by the parties:

- a. The Board of Directors: Kathy Gallagher, Director
Contra Costa Employment and Human Services
40 Douglas Drive
Martinez, CA 94553

- b. CSAC: Kelli Oropeza
CSAC Chief of Financial Operations
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

20. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements between them respecting the subject matter of this Agreement.
21. Amendment of Agreement. This Agreement shall be amended only by a written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CALIFORNIA STATE
ASSOCIATION OF COUNTIES

Dated: _____

8/27/14

BY _____

K.C.O.

Kelli Oropeza,
Chief of Financial Operations

ATTEST:

COUNTY OF SANTA CLARA

By Kristin Baker
Kristin Baker, Deputy County Counsel

By Bruce Wagstaff
Bruce Wagstaff Director,
Social Services Agency

Dated: 5/20/2014

Dated: 6/30/14

John P. Mills
John P. Mills, Deputy County Executive

Dated: 06-23-2014

ATTEST:

COUNTY OF SAN MATEO

Dated: April 22, 2014

[Signature]
President, Board of Supervisors County of San Mateo

APPROVED AS TO FORM AND LEGALITY

COUNTY OF SAN DIEGO

By [Signature]
Senior Deputy County Counsel

[Signature]
JOHN M. PELLEGRINO
Director, Department of Purchasing and Contracting

Dated: 6-20-14

Dated: 6/26/14
[Signature], C.O.


ATTEST:

COUNTY OF SONOMA

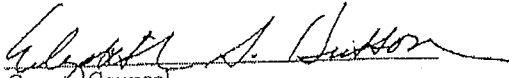
Dated: _____


Director, Human Services Department

Dated: 5/7/14


Division Director, Human Services Dept

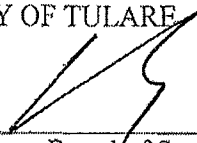
Dated: 5/7/14


County Counsel

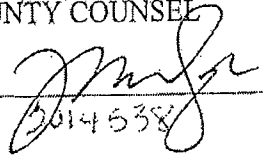
ATTEST:

COUNTY OF TULARE

Dated: 5/20/14


Chairperson, Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL


2014538

ATTEST:

COUNTY OF SANTA CRUZ


By 
Asst. County Counsel

Dated: 7/3/14


Director, Human Services Department

APPROVED AS TO FORM .

APPROVED AS TO INSURANCE:


Risk Management 7/3/14
Date

EXECUTED AND EFFECTIVE as of the date first above set forth.

ATTEST:

COUNTY OF FRESNO

BERNICE E. SEIDEL, Clerk

By *Rita Cruz, Deputy*

By *[Signature]*
Chairman, Board of Supervisors

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG,
COUNTY COUNSEL

By: *[Signature]*

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A., AUDITOR-
TREASURER-TAX COLLECTOR

By: *[Signature]*

REVIEWED AND RECOMMENED FOR
APPROVAL:

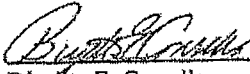
By: *[Signature]*
Judy Lemos, Interim Director
Department of Social Services

Fund/Subclass: 0001/10000
Organization: 56107004
Account/Program: 7294/0

Mailing Address:
2135 Fresno Street, Suite 100
Fresno, CA 93721
Phone No.: (559)600-2300
Contact: Staff Analyst

ATTEST:

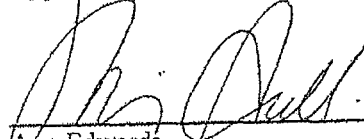
COUNTY OF SOLANO



Birgitta E. Corsello
County Administrator

Dated: 6/26/14

Approved as to Content:



Ann Edwards
Director, Health and Social Services

Dated: 4/21/14

Approved as to Form:



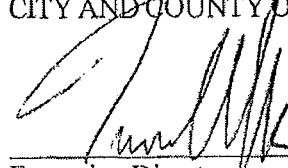
COUNTY COUNSEL

Apr 16 2014
Dated:

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

Dated: 2/10/2014



Executive Director
Human Services Agency

ATTEST:

COUNTY OF SAN LUIS OBISPO

JULIE L. RODEWALD
County Clerk and Ex-Officio Clerk
Board of Supervisors, San Luis Obispo County
State of California



Chairperson, Board of Supervisors

By Sandy Cursons
Deputy Clerk

Approved as to form and legal effect:
RITA L. NEAL, County Counsel

Dated: May 6, 2014

By 

Deputy County Counsel

ATTEST:

COUNTY OF CONTRA COSTA

Dated: June 18, 2014

Kathy Ballal
Director, Employment & Human
Services Department

ATTEST:

COUNTY OF ALAMEDA

Clerk Board of Supervisors

Keith Carson
President, Board of Supervisors

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on June 10, 2014 and that a copy has been delivered to the President as provided by Government Code Section 25103.

Dated: 6/16/14

Anika Campbell-Belton Clerk, Board of Supervisors,
County of Alameda, State of California

By Anika Campbell-Belton
Deputy

Approved as to Form
Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By Victoria Wu
By: Victoria Wu
Print Name VICTORIA WU
County Counsel Signature

ATTEST:

COUNTY OF PLACER

Date: 6/10/2014

Jeffrey S. Brown
Jeffrey S. Brown, M.P.H., M.S.W.,
Director of Health and Human Services

APPROVED AS TO FORM:

Victoria Wu
Placer County Counsel

ATTEST:

Don Saylor

DON SAYLOR, CHAIR
BOARD OF SUPERVISORS

COUNTY OF YOLO

APPROVED AS TO FORM:

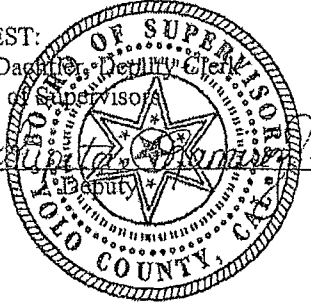
By *[Signature]*

Robyn Pruitt Drivon, County Counsel

ATTEST:

Julie Darrin, Deputy Clerk
Board of Supervisors

By *[Signature]* (SEAL)



COUNTY OF ORANGE

By: *[Signature]*

COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

Dated: 5/20/14

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103. RESO 79-1535

ATTEST:

[Signature]

SUSAN NOVAK
Clerk of the Board of Supervisors
Orange County, California




APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA


By: *[Signature]*
DEPUTY

Dated: 4/4/14

COUNTY OF SANTA BARBARA

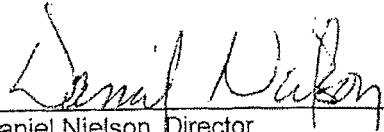
ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

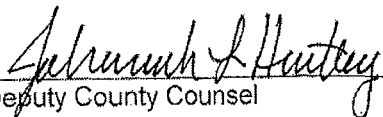
By: 
Chair, Board of Supervisors

Date: 5-20-14

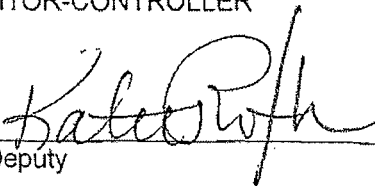
RECOMMENDED FOR APPROVAL:
DEPARTMENT OF SOCIAL SERVICES

By: 
Daniel Nielson, Director

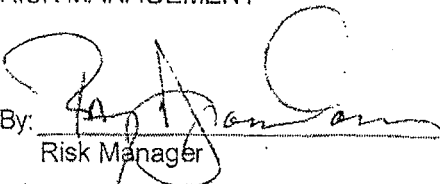
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: 
Risk Manager

ATTEST:

COUNTY OF SACRAMENTO

COUNTY OF SACRAMENTO

a political subdivision of the State of California

By *Ann Edwards*

Ann Edwards, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61.012(h)

ATTEST:

COUNTY OF VENTURA

Clerk of the Board of Supervisors
County of Ventura, State of California

By: *Michelle Bell*
Deputy Clerk of the Board

Dated: *July 15, 2014*

[Signature]
Chairperson of the Board of Supervisors



| | |
|---|---|
| <p>Item 3 File 15-0108</p> | <p>Department: Human Services Agency (HSA)</p> |
| <p>EXECUTIVE SUMMARY</p> | |
| <p style="text-align: center;">Legislative Objectives</p> <p>The proposed resolution would: (1) approve the San Francisco Human Services Agency’s continued membership in the 18 County CalWIN Consortium (Consortium) and approve a new contract between the CalWIN Consortium and Hewlett-Packard, and (2) retroactively authorize an increase to HSA's expenditure authority of \$26,299,281, from \$53,019,909 to \$79,319,190. The term of the contract between the Consortium and Hewlett-Packard is five years, from February 1, 2015 through January 31, 2020, with one three-year option and one two-year option to extend the contract through January 31, 2025, for a total contract term of 10 years.</p> <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The CalWIN data management system is collectively managed by the 18 County CalWIN Consortium (the CalWIN Consortium) that shares costs associated with the continued development, implementation, maintenance, and operation of the CalWIN data management system. • In 1999, the Board of Supervisors approved the San Francisco Human Services Agency’s (HSA) membership in the CalWIN Consortium for an amount not-to-exceed \$29,419,538. In 2009, the Board of Supervisors authorized HSA's continued membership in the Consortium and increased HSA's expenditure authority by \$13,110,600 from \$29,419,538 to \$42,530,138. In 2013, the Board of Supervisors authorized HSA's continued membership in the Consortium from July 1, 2013 through August 1, 2015 and increased HSA's expenditure authority by \$10,489,771 from \$42,530,138 to \$53,019,909. • In 2014, the CalWIN Consortium negotiated a new contract with Hewlett-Packard to implement a new computer data management system. The new contract is for five years from February 1, 2015 through January 31, 2020 with one three-year and one two-year option to extend, for a total contract term of ten years, through January 31, 2025. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • San Francisco’s share of the contract cost is 4.95 percent, or \$29,551,554. Of the \$29,551,554, approximately \$1,773,094 (six percent) is funded by the City’s General Fund, \$11,820,621 (40 percent) by State monies, and \$15,957,839 (54 percent) by Federal monies. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the resolution to reflect the correct increased contract of \$29,551,554, and not \$26,299,281. • Approve the proposed resolution, as amended. | |

MANDATE STATEMENT

City Charter Section 9.118(b) states that a contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Sections 10823 through 10824 of the California Welfare and Institutions Code require counties to use computer data management systems to administer public benefit programs, join a consortium, and provide funding to maintain and operate the California Work Opportunity and Responsibility to Kids Information Network (CalWIN), which is a central State data management system.

The CalWIN data management system is collectively managed by the 18 County CalWIN Consortium (the CalWIN Consortium) that shares costs associated with the continued development, implementation, maintenance, and operation of the CalWIN data management system. Hewlett-Packard Enterprise Services, LLC, (Hewlett-Packard) provides maintenance and operation of CalWIN under a Statewide master contract established by the Consortium.

In 1999, the Board of Supervisors approved the San Francisco Human Services Agency's (HSA) membership in the CalWIN Consortium for an amount not-to-exceed \$29,419,538. In 2009, the Board of Supervisors authorized HSA's continued membership in the Consortium and increased HSA's expenditure authority by \$13,110,600 from \$29,419,538 to \$42,530,138. In 2013, the Board of Supervisors authorized HSA's continued membership in the Consortium from July 1, 2013 through August 1, 2015 and increased HSA's expenditure authority by \$10,489,771 from \$42,530,138 to \$53,019,909.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would: (1) approve HSA's continued membership in the 18 County CalWIN Consortium (Consortium) and approve a new contract between the CalWIN Consortium and Hewlett-Packard, and (2) retroactively authorize an increase to HSA's expenditure authority of \$26,299,281, from \$53,019,909 to \$79,319,190. The term of the contract between the Consortium and Hewlett-Packard is five years, from February 1, 2015 through January 31, 2020, with one three-year option and one two-year option to extend the contract through January 31, 2025, for a total contract term of 10 years.

The proposed resolution should be amended to correctly state that HSA's expenditure authority will increase by \$29,551,554 (see Table 1 below) from \$53,019,909 to \$82,571,463.

New Hewlett-Packard Contract

In 2014, the CalWIN Consortium negotiated a new contract with Hewlett-Packard to implement a new computer data management system. The new contract is for five years from February 1, 2015 through January 31, 2020 with one three-year and one two-year option to extend, for a total contract term of ten years, through January 31, 2025.

The new contract with Hewlett-Packard adds functionality compared to the old system, including:

- Improved project and portfolio management tools;
- Document management services;
- 8,500 hours per year of system enhancements;
- Fixed-price billing

According to Mr. David Curto, HSA Director of Contracts and Facilities, the new feature of a fixed-price billing under the proposed new contract with Hewlett-Packard is different than the previous contract with Hewlett-Packard, where billing was based on the case load of each county. Under the previous agreement, the City of San Francisco was invoiced for its participation in the CalWIN contract for \$.75 for each case utilized in the system. Mr. Curto states that under the proposed fixed-price billing system, the City will have lower costs and greater budget stability because its costs will be known, rather than face fluctuations depending on how many cases are processed each month.

FISCAL IMPACT

The overall contract amount between the CalWIN Consortium and Hewlett-Packard is \$597,498,634 over the 10-year term from February 1, 2015 through January 31, 2025. San Francisco's share of the contract cost is 4.95 percent, or \$29,551,554. Of the \$29,551,554, approximately \$1,773,094 (six percent) is funded by the City's General Fund, \$11,820,621 (40 percent) by State monies, and \$15,957,839 (54 percent) by Federal monies, as shown in Table 1 below.

**Table 1: San Francisco's Estimated Annual Payments
Under CalWIN Contract with Hewlett-Packard**

| Year | Contract Period | San Francisco Estimated Share 6% | State Share 40% | Federal Share 54% | Total Estimated Annual Cost |
|--------------|----------------------|--|--------------------|----------------------|-----------------------------------|
| 2015 | Original Period | \$181,612 | \$1,210,748 | \$1,634,509 | \$3,026,869 |
| 2016 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2017 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2018 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2019 | Original Period | 181,612 | 1,210,748 | 1,634,509 | 3,026,869 |
| 2020 | 1st Extension Period | 175,336 | 1,168,907 | 1,578,025 | 2,922,268 |
| 2021 | 1st Extension Period | 175,336 | 1,168,907 | 1,578,025 | 2,922,268 |
| 2022 | 1st Extension Period | 175,336 | 1,168,907 | 1,578,025 | 2,922,268 |
| 2023 | 2nd Extension Period | 169,512 | 1,130,081 | 1,525,609 | 2,825,202 |
| 2024 | 2nd Extension Period | 169,512 | 1,130,081 | 1,525,609 | 2,825,202 |
| Total | | \$1,773,094 | 11,820,621 | \$15,957,839 | \$29,551,554 |

San Francisco's estimated total annual payment of \$3,026,869 in the first year of the contract between the CalWIN Consortium and Hewlett-Packard is \$1,973,284 or 39.5 percent less than San Francisco's budgeted payment of \$5,000,153 in FY 2014-15 under the prior contract between the CalWIN Consortium and Hewlett-Packard.

RECOMMENDATIONS

1. Amend the proposed resolution to reflect the correct increased contract of \$29,551,554, and not \$26,299,281.
2. Approve the proposed resolution, as amended.

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

| | |
|---|--|
| City Elective Officer Information <i>(Please print clearly.)</i> | |
| Name of City elective officer(s): Members, Board of Supervisors | City elective office(s) held: Members, Board of Supervisors |
| Contractor Information <i>(Please print clearly.)</i> | |
| Name of contractor: HP Enterprise Services, LLC | |
| <p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>Board of Directors - Marc L. Andreessen, Shumeet Banerji, Rajiv L. Gupta, Klaus Kleinfeld, Robert R. Bennett, Raymond J. Lane, Ann M. Livermore, Patricia F. Russo, James A. Skinner, Raymond E. Ozzie, Gary M. Reiner, Margaret C. Whitman</p> <p>CEO - Margaret C. Whitman</p> <p>CFO - Catherine A. Lesjak</p> <p>CTO - Martin Fink</p> <p>HP Ownership Information - <i>See SEC Filings</i></p> | |
| Contractor address: 5400 Legacy Dr, Plano, TX 75024 | |
| Date that contract was approved: Pending final approval <i>(By the SF Board of Supervisors)</i> | Amount of contracts: \$305,999,119.00 |
| Describe the nature of the contract that was approved: Maintenance and Operations Agreement | |
| Comments: N/A | |

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

| | |
|---|---|
| Filer Information <i>(Please print clearly.)</i> | |
| Name of filer: Angela Calvillo, Clerk of the Board | Contact telephone number: (415) 554-5184 |

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|---|---|
| Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102 | E-mail: Board.of.Supervisors@sfgov.org |
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Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

