

county of santacruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

July 16, 1998

AGENDA: August 4, 1998

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, California

REQUEST FOR APPROVAL OF AGREEMENT WITH CALIFORNIA STATE ASSOCIATION OF COUNTIES TO PROVIDE MANAGEMENT OF THE WELFARE CASE DATA SYSTEM

Dear Members of the Board:

Santa Cruz County is one of seventeen (17) counties that use the Welfare Case Data System (WCDS) to support client and financial management of their welfare programs. A Welfare Case Data Directors Conference consisting of the Welfare Director of each county administers these computerized data processing services to the consortium of counties. A WCDS Manager, who is responsible for executive management of the WCDS software agreement and other technical and administrative functions, is assigned to work under the Conference's direction.

In FY 90/91, the seventeen (17) (originally nineteen) counties began contracting with the California State Association of Counties (CSAC) to handle the payroll, benefits and expenses for the WCDS Manager. CSAC has again agreed to be the contracting agent for FY 98/99. The purpose of this letter is to request approval to execute an agreement with CSAC for WCDS management services to be provided in FY 98/99.

The contract language has been modified for FY 98/99 to allow for the potential addition of one or more employees. The reason to add staff is to support the CalWIN Project and the additional costs will be fully reimbursed by Statewide Automated Welfare Systems (SAWS) with no county cost.

The contract budget amount for FY 98/99 is \$307,000. There will be seventeen (17) counties participating in the agreement, and each county will pay \$18,058. HRA has included the necessary funds in the 392100 budget for FY 98/99.

BOARD OF SUPERVISORS

Agenda: August 4, 1998

Request for Approval of Agreement with
California State Association of Counties to
Provide Management of the Welfare Case Data System

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the agreement with the California State Association of Counties to provide continued Welfare Case Data System management for FY 98/99, in the amount of \$18,058, effective July 1, 1998; and
2. Authorize the Human Resources Agency Administrator to execute the agreement on behalf of the County.

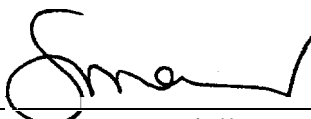
Very truly yours,



CECILIA ESPINOLA
Administrator

CE/RT/FB:CDS-9899.BOS

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

c c : County Administrative Office
County Counsel
Auditor-Controller
California State Association of Counties

AGREEMENT RELATING TO
WELFARE CASE DATA SYSTEM MANAGEMENT

THIS AGREEMENT is entered into this 1st day of July, 1998 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, and the California State Association of Counties ("CSAC").

RECITALS

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

- a. "County" -- shall mean one of the following seventeen 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, and Sacramento;
- b. "Entities" -- shall mean all of the Counties collectively;
- c. "Conference" -- shall mean the Welfare Case Data Directors Conference constituting a deliberative body established for the purpose of administering computerized data processing services to the Welfare. Departments of the seventeen Entities. The Conference shall have seventeen members consisting of the Welfare Director of each county. The Conference 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. "WCDS" shall mean the Welfare Case Data System constituting the designation of computerized services rendered to the Welfare Departments of the Entities.

WITNESSETH:

WHEREAS, the Entities desire the services of Welfare Case Data System Management Staff and other support resources as set forth herein to perform duties of the Conference; 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;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term.
 - a. The term of this agreement is for the period commencing on July 1, 1998 and ending June 30, 1999; provided, however, that termination of this Agreement for non-payment shall be carried out as provided in Section 9.
 - b. This Agreement may 'be terminated at any time without cause by the Conference 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 Conference. 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.

2. The Welfare Case Data System Management Staff. CSAC shall employ qualified individuals ("Employee(s)") who shall be assigned to work under the Conference's direction to administer the Conference's business. The Conference 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 State Department of Social Services (SDSS), 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) for an annual audit of cash receipts and disbursements to the data processing contractor when directed to do so by the Conference;
 - f. Undertake special studies and analysis as requested by the Conference;
 - g. Provide staff support to facilitate the operation of the Conference and the WCDS Joint Committee meetings and facilitate communications between the two groups;

- h. In conjunction with the Joint Committee, administer contract, RFP evaluation, and contract negotiation process as directed by the Conference;
 - i. Evaluate and propose opportunities for cost savings and/or system improvements for review;
 - j. Monitor SDSS communications and policy development for WCDS impacts and bring potential impacts to the immediate attention of SDSS and the Conference and Joint Committee;
 - k. With assistance from the Joint Committee, 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 Joint Committee and Conference to the Joint Maintenance Contractor, documenting all such transmissions; and
 - m. Other duties as prescribed by the Conference.
3. Emulovment Relationship. The Employee(s) shall be a 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 Conference. The Conference shall be solely responsible for directing and managing the Employee(s) in the performance of duties. In particular, the Conference 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 Conference 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.

4. Employee(s) Salary. Benefits. Vacation. Sick Leave and Severance Pay. The Conference 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 7.

5. 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 Conference member. Office support services shall be paid by CSAC directly to the sponsoring County upon request by the Employee(s) or Conference member. The Entities shall reimburse CSAC for such costs in accordance with Section 7.
6. CSAC Compensation. In consideration for all services provided by CSAC under paragraphs 4 and 5 of this Agreement, and except as otherwise noted, the Entities shall pay to CSAC the total sum of \$307,000 of which \$5,000, shall be for CSAC's administrative fee and \$475, shall be for the cost of naming each County as an additional insured on CSAC's insurance.
7. County Payments. Each County shall pay to CSAC their share of the sum shown above, to be held in trust, and which shall equal an amount not to exceed the total Contract Payment to CSAC for the Fiscal Year 1998-1999.

The seventeen participating Counties will each pay \$18,058 for 1998/99.

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 an equal 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 6. and 7. of this Agreement.

8. Post-Termination Expenses - Unemployment and Workers' Compensation Insurance. The Entities acknowledges 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. 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.

- 9. Termination of Agreement for Nonpayment. This agreement shall terminate as provided in Section 1. 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 nonenforcement 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 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 7.

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

- 11. 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. 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 Conference.

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 Conference.

The Conference 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 Workers' Compensation Insurance covering the Employee(s).

12. Independent Contractor Status. In performance of the work, duties and obligations assumed by Contractor 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, Contractor shall have absolutely no right to employment rights and benefits available to Entities' Employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its Employees all legally-required Employee benefits except as stated in Article III, Section 1. In addition, Contractor shall be solely responsible and save Entities harmless from all matters relating to payment of Contractor'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, Contractor may be providing services to others unrelated to the Entities or to this Agreement. In performance of this Agreement, Contractor, its agents and Employees, shall act in an independent capacity and not as officers, Employees, or agents of the Conference, any of the Entities or the State of California.

13. Indemnification. In consideration of CSAC's promise to delegate to the Conference 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, judgements, 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.

14. **Confidentiality**. The Conference 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 Conference 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.

15. **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.
16. **Conference Representative**. Except as may be specified otherwise in this Agreement, the Conference Overview Committee shall represent the Conference in all matters under this Agreement.
17. **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 Conference: Margaret Sheldon, Director
Social Services Department
120 West Main Street
Woodland, CA 95695

b. To Contractor: Steven C. Szalay
CSAC Executive Director
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

- 18. 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.
- 19. 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: May 28, 1998

BY 

ATTEST:

COUNTY OF SANTA CLARA

Chairperson of the Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN MATEO

President, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN DIEGO

Director, Department of Social Services

Dated: _____

ATTEST:

COUNTY OF SONOMA

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF TULARE

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SANTA CRUZ

Administrator, Human Resources

Dated: _____

APPROVED AS TO FORM:

Jane M Scott

County Counsel

ATTEST:

COUNTY OF FRESNO

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SOLANO

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

President, Social Services Commission

Dated: _____

ATTEST:

COUNTY OF SAN LUIS OBISPO

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF CONTRA COSTA

Director, Social Service Department

Dated: _____

ATTEST:

COUNTY OF ALAMEDA

Clerk Board of Supervisors

Chairperson, Board of Supervisors

I hereby certify under penalty of perjury that the Chairman 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 Chairman as provided by Government Code Section 25 103.

Dated: _____

WILLIAM MEHRWEIN, Clerk, Board of Supervisors,
County of Alameda, State of California

By _____
Deputy

ATTEST:

COUNTY OF PLACER

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF YOLO

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF ORANGE

Purchasing Agent

Dated: _____

ATTEST:

COUNTY OF SANTA BARBARA

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SACRAMENTO

Chairperson, of the Board of Supervisors

Dated: _____

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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To: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 7/1/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and California State Association of Counties, 1100 K St., Suite 101, Sacramento CA 95814 (Name & Address)

The agreement will provide management of the Welfare. Case Data System

The agreement is needed to provide payment for services as 1 of 17 counties using WCDS

Period of the agreement is from 7/1/98 to 6/30/99

Anticipated cost is \$ 18,058 (Fixed amount; Monthly rate; Not to exceed)

Remarks: W-9 on file
Contact: R. Trenowski, x 4047

Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. CO 80036 A Date 7/23/98
Subject to 98-99 Final Budget
GARY A. KNUTSON, Auditor - Controller
By Linda J. Chen Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator to execute the same on behalf of the Human Resources Agency (Agency).

Remarks: GC (Analyst) BY [Signature] County Administrative Officer Date 7/2/98

Agreement approved as to form. Date _____

Distribution: .
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green .
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order _____ in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk