

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

THIS AGREEMENT is entered into this 1st day of July, 2011 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, 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 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.

WITNESSETH:

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;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term.
 - a. The term of this agreement is for the period commencing on July 1, 2011 and ending June 30, 2012; 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 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.
2. 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) 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.

3. 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.

4. 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 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 Board of Directors member. Support services shall be paid by CSAC directly to the sponsoring County upon request by the Employee(s) or Board of Directors 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 4% of the actual payroll and benefits of WCDS CSAC staff up to an annual cap of \$48,500. In addition, the Entities shall pay to CSAC \$475 for the cost of naming each County as an additional insured on CSAC's insurance. If at any point WCDS employs more than 13 CSAC employees, the cap amount is subject to increase by amendment of this agreement.
7. County Payments. Each County shall pay by August 30, 2011 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 2010-2011.

All participating Counties will each pay according to the amounts on Table I for Fiscal Year 2011-2012.

Table I

County	Size	Share	FY10/11 Total
Alameda	L	6.79%	\$137,825
Contra Costa	L	6.79%	\$137,825
Fresno	L	6.79%	\$137,825
Orange	L	6.79%	\$137,825
Placer	S	2.78%	\$56,383
Sacramento	L	6.79%	\$137,825
San Diego	L	6.79%	\$137,825
San Francisco	L	6.79%	\$137,825
San Luis Obispo	S	2.78%	\$56,383
San Mateo	M	5.56%	\$112,766
Santa Barbara	M	5.56%	\$112,766
Santa Clara	L	6.79%	\$137,825
Santa Cruz	S	2.78%	\$56,384
Solano	M	5.56%	\$112,766
Sonoma	M	5.56%	\$112,766
Tulare	L	6.79%	\$137,825
Ventura	M	5.56%	\$112,766
Yolo	S	2.78%	\$56,384
	Total	100.00%	\$2,029,789

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 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 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 7.

10. 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.

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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: Jo Weber, Director
Human Services Department
County of Sonoma
PO Box 1539
Santa Rosa, CA 95402

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

19. 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.
20. 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: _____

BY _____

Kelli Osborne,
Controller

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 Resources Agency

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:
DENNIS A. MARSHALL,
COUNTY COUNSEL

CONTRACTOR:

By: _____

By: _____

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

Print Name: _____

Title: _____
Chairman of Board, or President,
or any Vice President

By: _____

REVIEWED AND RECOMMENED FOR
APPROVAL:

By: _____

Print Name: _____

Title: _____
Secretary (of Corporation), or any
Assistant Secretary, or Chief
Financial Officer, or any Assistant
Treasurer

By: _____
Director
Department of Employment and
Temporary Assistance

Fund/Subclass:
Organization:
Account/Program:

Mailing Address:

Fresno, CA _____
Phone No.: (559) _____
Contact: _____

ATTEST:

COUNTY OF SOLANO

John M. Vasquez, Chairperson
Solano Board of Supervisors

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: _____

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:
WARREN R. JENSEN, 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

By _____
Stephen B. Nocita, Senior Deputy

ATTEST:
Anna Morales, Clerk
Board of Supervisors

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:

DARLENE J. BLOOM
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

ATTEST:

COUNTY OF SACRAMENTO

COUNTY OF SACRAMENTO

a political subdivision of the State of California

By _____

Paul G. Lake, Acting 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

COUNTY OF SANTA BARBARA

ATTEST
CHANDRA L. WALLAR
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT ADMINISTRATOR

By: _____
Administrator