



**COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

<p>(1) DEPARTMENT Social Services</p>	<p>(2) MEETING DATE 4/23/2019</p>	<p>(3) CONTACT/PHONE Trish Avery Caldwell (805) 788-2601</p>
<p>(4) SUBJECT Request to approve the California Automated Consortium Eligibility System (CalACES)-California Statewide Automated Welfare Systems (CalSAWS) Second Amended and Restated Joint Exercise of Powers Agreement [JPA (Clerk's File)] and CalSAWS Consortium Memorandum of Understanding [MOU (Clerk's File)] to govern and administer technology projects and operations for automating public assistance programs statewide. All Districts.</p>		
<p>(5) RECOMMENDED ACTION It is recommended that the Board:</p> <ol style="list-style-type: none"> 1. Approve, and adopt the CalACES-CalSAWS JPA and CalSAWS Consortium MOU by and between fifty-eight (58) counties to permit County of San Luis Obispo to join as a member of the CalACES-CalSAWS JPA. 2. Authorize the County of San Luis Obispo Department of Social Services Director or designee to: <ol style="list-style-type: none"> a. Serve as a member representative of the fifty-eight (58) member CalACES-CalSAWS JPA Board of Directors, and to designate their own alternate on the CalACES-CalSAWS Board of Directors as required by the CalACES-CalSAWS JPA; and b. Represent the County of San Luis Obispo in protecting collective business interests, achieving strategic goals and automation objectives to deliver public assistance services to our diverse constituency; and c. Collaborate with the other fifty-eight (58) members of the CalACES-CalSAWS member representatives, in order to effectively serve the citizens of all 58 counties; and d. Collectively recruit and appoint the new Executive Director and officers of the CalACES-CalSAWS JPA in accordance with the CalACES-CalSAWS JPA, Bylaws and MOU. 3. Delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to loan County of San Luis Obispo personnel to the CalACES-CalSAWS Consortium contingent upon the availability of funds from the CalACES-CalSAWS portfolio, and in accordance with the terms and conditions set forth in the attached MOU. Such delegated authority shall include taking any additional actions necessary to memorialize in writing the number of personnel loaned, the scope of work for such personnel, and any other requirements the County of San Luis Obispo Department of Social Services Director or designee determines is appropriate and is approved as to form by County Counsel. Such personnel shall remain County employees and the cost of respective employee shall be funded by fiscal appropriations to the CalACES-CalSAWS JPA, which shall largely be covered through State and federal subvention. 4. Approve the assignment of the CalWIN maintenance and operations (M&O) Agreement by and between the County of San Luis Obispo and DXC Technology (DXC), to the CalACES-CalSAWS JPA, and delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement. 5. Approve the assignment of the WCDS Quality Assurance (QA) Services Agreement by and between the County of San Luis Obispo and Infosys Public Services, Inc., to the CalACES-CalSAWS JPA, and delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement. 6. Approve the assignment of the WCDS Management Agreement by and between the County of San Luis Obispo and California State Association of Counties (CSAC), to the CalACES-CalSAWS JPA, and delegate authority to the 		

County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement.

7. Delegate authority to County of San Luis Obispo Department of Social Services Director or designee to take all additional actions necessary to effectuate County's membership in the CalACES-CalSAWS JPA, and assignment of the CalWIN M&O Agreement, WCDS QA Services Agreement, and WCSD Agreement, subject to any needed review and approval as to form by County Counsel.
8. Delegate authority to County of San Luis Obispo Department of Social Services Director or designee to sign any amendments to the JPA or documents related to the JPA.

(6) FUNDING SOURCE(S) n/a	(7) CURRENT YEAR FINANCIAL IMPACT \$0.00	(8) ANNUAL FINANCIAL IMPACT \$0.00	(9) BUDGETED? Yes
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(10) AGENDA PLACEMENT

Consent Presentation Hearing (Time Est. _____) Board Business (Time Est. _____)

(11) EXECUTED DOCUMENTS

Resolutions Contracts Ordinances N/A

(12) OUTLINE AGREEMENT REQUISITION NUMBER (OAR)

n/a

(13) BUDGET ADJUSTMENT REQUIRED?

BAR ID Number: n/a

4/5th's Vote Required N/A

(14) LOCATION MAP

N/A

(15) BUSINESS IMPACT STATEMENT?

No

(16) AGENDA ITEM HISTORY

N/A Date _____

(17) ADMINISTRATIVE OFFICE REVIEW

Lisa M. Howe

(18) SUPERVISOR DISTRICT(S)

All Districts



COUNTY OF SAN LUIS OBISPO

TO: Board of Supervisors

FROM: Social Services/Devin Drake
(805) 781-1825

DATE: 4/23/2019

SUBJECT: Request to approve the California Automated Consortium Eligibility System (CalACES)-California Statewide Automated Welfare Systems (CalSAWS) Second Amended and Restated Joint Exercise of Powers Agreement [JPA (Clerk's File)] and CalSAWS Consortium Memorandum of Understanding [MOU (Clerk's File)] to govern and administer technology projects and operations for automating public assistance programs statewide. All Districts.

RECOMMENDATION

It is recommended that the Board:

1. Approve, and adopt the CalACES-CalSAWS JPA and CalSAWS Consortium MOU by and between fifty-eight (58) counties to permit County of San Luis Obispo to join as a member of the CalACES-CalSAWS JPA.
2. Authorize the County of San Luis Obispo Department of Social Services Director or designee to:
 - a. Serve as a member representative of the fifty-eight (58) member CalACES-CalSAWS JPA Board of Directors, and to designate their own alternate on the CalACES-CalSAWS Board of Directors as required by the CalACES-CalSAWS JPA; and
 - b. Represent the County of San Luis Obispo in protecting collective business interests, achieving strategic goals and automation objectives to deliver public assistance services to our diverse constituency; and
 - c. Collaborate with the other fifty-eight (58) members of the CalACES-CalSAWS member representatives, in order to effectively serve the citizens of all 58 counties; and
 - d. Collectively recruit and appoint the new Executive Director and officers of the CalACES-CalSAWS JPA in accordance with the CalACES-CalSAWS JPA, Bylaws and MOU.
3. Delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to loan County of San Luis Obispo personnel to the CalACES-CalSAWS Consortium contingent upon the availability of funds from the CalACES-CalSAWS portfolio, and in accordance with the terms and conditions set forth in the attached MOU. Such delegated authority shall include taking any additional actions necessary to memorialize in writing the number of personnel loaned, the scope of work for such personnel, and any other requirements the County of San Luis Obispo Department of Social Services Director or designee determines is appropriate and is approved as to form by County Counsel. Such personnel shall remain County employees and the cost of respective employee shall be funded by fiscal appropriations to the CalACES-CalSAWS JPA, which shall largely be covered through State and federal subvention.

4. Approve the assignment of the CalWIN maintenance and operations (M&O) Agreement by and between the County of San Luis Obispo and DXC Technology (DXC), to the CalACES-CalSAWS JPA, and delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement.
5. Approve the assignment of the WCDS Quality Assurance (QA) Services Agreement by and between the County of San Luis Obispo and Infosys Public Services, Inc., to the CalACES-CalSAWS JPA, and delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement.
6. Approve the assignment of the WCDS Management Agreement by and between the County of San Luis Obispo and California State Association of Counties (CSAC), to the CalACES-CalSAWS JPA, and delegate authority to the County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement.
7. Delegate authority to County of San Luis Obispo Department of Social Services Director or designee to take all additional actions necessary to effectuate County's membership in the CalACES-CalSAWS JPA, and assignment of the CalWIN M&O Agreement, WCDS QA Services Agreement, and WCSD Agreement, subject to any needed review and approval as to form by County Counsel.
8. Delegate authority to County of San Luis Obispo Department of Social Services Director or designee to sign any amendments to the JPA or documents related to the JPA.

DISCUSSION

Background

As early as 1985 the California Department of Social Services (CDSS) had a vision for a Statewide Automated Welfare Systems (SAWS) to manage program delivery of social service benefits like program enrollment, eligibility determination, benefits payroll, reporting, and other case management functionality. However, it wasn't until 1995 funding was allocated and Federal government mandated that welfare agencies in the State of California to streamline services and increase the accuracy of determining eligibility and benefit calculations. The result was four (4) state systems in support of all 58 counties:

1. ISAWS (Interim Statewide Automated Welfare System)
2. LEADER¹ (LA Eligibility Automated Determination, Evaluation, and Reporting)
3. CalWIN [California Work Opportunity and Responsibility to Kids (CalWORKs) Information Network]
4. C-IV (Consortium IV)

In 2007, ISAWS joined C-IV reducing the number of consortia to three (3) that are managed by two (2) separate consortia of counties:

1. Welfare Client Data Systems (WCDS). The County of San Luis Obispo is a member of the WCDS along with seventeen (17) other counties. The WCDS Consortium maintains and operates the California Work Opportunity and Responsibility to Kids Information Network (CalWIN) system.
2. California Automated Consortium Eligibility System (CalACES). The CalACES Consortium maintains and operates two (2) separate systems: the Los Angeles Eligibility, Automated Determination, Evaluation and

¹ Now known as Leader Replacement System (LRS).

Reporting (LEADER) Replacement System (LRS) utilized by Los Angeles, and Consortium IV (C-IV) which supports thirty-nine (39) counties.

The three SAWS (CalWIN, Leader/LRS, and C-IV) currently support all fifty-eight (58) counties. The migration of the three (3) systems will form the new single statewide CalSAWS.

Single Statewide SAWS

In an effort to coordinate delivery of social service benefits statewide, counties created the original JPA in 1998 which was later amended in June of 2007. The third amendment, named the Amended and Restated Joint Exercise of Powers Agreement, became effective on September 1, 2017. This fourth amendment, now named the Second Amended and Restated Joint Exercise of Powers Agreement (JPA), shall become effective June 28, 2019. The County of San Luis Obispo did not participant in the original JPA or the first and second Amendments, however beginning in 2017, joined with the other fifty-seven (57) counties to develop a single statewide SAWS and is a member of the fourth amended JPA.

In 2011, the passage of State Assembly Bill ABX1 16, Chapter 13, required the migration of C-IV and LEADER/LRS into a combined 40-County system and single CalACES consortium as a step towards a single statewide SAWS in California. And as early as 2012 the Centers for Medicare and Medicaid Services (CMS) and the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS), require California to implement a single SAWS by the end of 2023 to continue receiving Federal Financial Participation (FFP) for the SAWS.

In order to accomplish the transition to a single statewide system by 2023, California requested and received funding to conduct a planning effort to determine the level of effort and cost to move to a single system by 2023. The planning began January 5, 2018. As part of that planning effort, the California counties, in partnership with County Welfare Directors Association of California (CWDA), formed the CalSAWS Leadership Team to amend and formalize the JPA governance structure by June 2019. The JPA Leadership Team, in conjunction with CWDA, California Department of Social Services (CDSS), Department of Healthcare Services (DHCS), and Office of System Integration (OSI) provided guidance, oversight and decision making to the CalACES and CalWIN Consortia Executive Directors throughout the planning and preparation of the documents that will govern the 58-County CalSAWS Consortium JPA. Documents include the CalSAWS JPA, MOU between CalSAWS and each of the 58 counties, and the CalSAWS Consortium Bylaws.

The CalSAWS JPA shall be organized into a governance structure of six (6) Regions comprising one or more counties. Each County will have one (1) member representative with the exception of Los Angeles, who will have three (3) representatives based on its percentage of state population. In addition, one ex-officio representative shall be selected by State from the CDSS, DHCS, or OSI. The CalSAWS JPA will be governed and administered by a 12-member Board of Directors appointed by Member Representatives from their region. Each Director on the 12-member Board has one (1) vote. Members agree to contribute funding allocated for CalSAWS, in addition to any match required by Welfare and Institutions Code (WIC) § 10824.

The CalSAWS Board, CalSAWS Executive Director, and WCDS Executive Director shall govern and manage multiple technology projects and parallel operations in the CalSAWS portfolio, including LEADER/LRS and C-IV M&O, the WCDS CalWIN M&O portfolio and the CalSAWS design, development and implementation (DD&I) project until the forty (40) CalACES counties have migrated to the single statewide system and subsequently, the eighteen (18) WCDS CalWIN counties have migrated to the single statewide system.

The CalSAWS JPA shall operate under a MOU with each member county. The purpose of the MOU is to delineate the areas of understanding and agreement between the parties surrounding the various vendor agreements and other areas of mutual interest including, though not limited to, human resourcing, compensation and other personnel matters, in the fulfillment of the CalSAWS Consortium's mission, vision and objectives.

The reassignment of the current County CalWIN DXC M&O Agreement, the Infosys WCDS QA Services Agreement, and the WCDS Management Agreement, to the CalACES-CalSAWS JPA will enable the County of San Luis Obispo Department of Social Services Director or designee to execute the Assignment and Assumption Agreement. The effective date of executing the Assignment and Assumption Agreement(s) shall be September 1, 2019.

Approval of this JPA and MOU, will give the County of San Luis Obispo Department of Social Services Director or designee authority to enter into and oversee contracts and to conduct government business in automating public assistance programs through multiple technology projects and operations. Once the CalSAWS JPA and MOU are signed and duly executed by all fifty-eight (58) counties, the CalSAWS Consortium shall be formed and its JPA Board of Directors, officers and staff shall convene to conduct the governance, administration and business matters of the CalSAWS Consortium on behalf of and in the best interests of the respective fifty-eight (58) counties under the CalACES-CalSAWS JPA. Participation in the CalACES-CalSWAS JPA and MOU is required as a condition of Consortium membership.

OTHER AGENCY INVOLVEMENT/IMPACT

This Agreement and MOU has been reviewed and approved by the California OSI, CDSS, WCDS Consortium and CSAC Board of Directors. County Counsel has reviewed and approved the contract as to legal form and effect.

FINANCIAL CONSIDERATIONS

The Department of Health and Human Services (DHS), the Centers for Medicare and Medicaid Services (CMS), and the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS), require California to implement a single SAWS by the end of 2023 to continue receiving Federal Financial Participation (FFP) for the SAWS.

The majority of CalSAWS funding will be covered by federal and state funds (i.e., subvention) based on CalSAWS Cost Allocation Plans (CAPs) which are pending review and final approval by federal and state agencies. The CalSAWS CAPs define the share of costs among public assistance programs and the distribution of costs across federal, State, and local jurisdictions for each of the multiple budgets in the CalSAWS.

RESULTS

CalACES-CalSAWS JPA and MOU will enable the County to participate in the efforts to comply with the planning, development and implementation of the mandated single statewide SAWS system to ensure that aid payments are issued in accordance with State and Federal mandates.

ATTACHMENTS

- 1 Clerk's File Statement for CalSAWS Joint Exercise of Powers Agreement (JPA)
- 2 Clerk's File Statement for CalSAWS MOU