

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: ~~COMMUNITY SERVICES AGENCY~~

BOARD AGENDA # B-11

Urgent _____ Routine X

AGENDA DATE FEBRUARY 27, 2001

CEO Concurs with Recommendation YES X NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT:

ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.

STAFF RECOMMENDATIONS:

1. AUTHORIZE THE COMMUNITY SERVICES AGENCY (CSA) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE C-IV JOINT POWERS AUTHORITY AND THE COUNTIES OF MERCED, RIVERSIDE, AND SAN BERNARDINO FOR CONTINUED MEMBERSHIP IN C-IV. (ATTACHMENT 1)
2. AUTHORIZE THE DIRECTOR OF THE COMMUNITY SERVICES AGENCY (CSA), OR HIS ASSISTANT DIRECTOR DESIGNEE, TO SIGN THE AGREEMENT AND ANY NON-FINANCIAL AMENDMENTS.
3. APPROVE THE C-IV PROJECT ASSIGNMENT TRAVEL ALLOTMENT POLICY FOR THE DURATION OF THE PROJECT DEVELOPMENT PHASE AND EFFECTIVE MARCH 1, 2001. (ATTACHMENT 2)
(Staff Recommendations continued on Page 2)

FISCAL IMPACT:

Current fiscal year costs are estimated at \$364,180 and consist of the 13 requested staff at \$286,284, and travel allotment costs estimated at \$77,896. The cost estimates are based on prorated annual costs for the last four months of FY 2000/2001. It is expected that C-IV revenue will cover all but an immaterial portion of these costs, since the backfill staff move into positions vacated and already budgeted for the 12 project staff, whose labor and travel allotment costs will be reimbursed by the C-IV project. The accountant position will be funded primarily by intergovernmental revenue generated by ongoing CSA operations, and budgeted county match will cover the
(Fiscal Impact continued on Page 2)

BOARD ACTION

No. 2001-148

On motion of Supervisor Blom, Seconded by Supervisor Simon, and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) _____ Approved as recommended

2) _____ Denied

3) X Approved as amended

Motion:

APPROVED AS AMENDED, WITH STAFF RECOMMENDATIONS #2 THROUGH #6 MADE CONTINGENT UPON ALL PARTIES AGREEING TO AND SIGNING THE MOU IN STAFF RECOMMENDATION #1

Christine Ferraro

File No.

ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.

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STAFF
RECOMMEN-
DATIONS
(Cont'd):

4. AUTHORIZE THE CHIEF EXECUTIVE OFFICE (CEO) TO AMEND THE SALARY AND POSITION ALLOCATION TO ADD 12 TIME LIMITED POSITIONS AND 1 PERMANENT POSITION TO THE COMMUNITY SERVICES AGENCY (CSA) FUND 1631 AS DESCRIBED IN THE STAFFING IMPACT SECTION.
5. AUTHORIZE THE CEO AND AUDITOR CONTROLLER'S OFFICE TO MAKE THE NECESSARY BUDGET ADJUSTMENTS TO FUND 1631 AS DESCRIBED IN THE ATTACHED BUDGET JOURNAL FORM. (ATTACHMENT 3)
6. AUTHORIZE THE AUDITOR CONTROLLER'S OFFICE TO MAKE THE NECESSARY ADJUSTMENTS TO THE PAYROLL SYSTEM IN ACCORDANCE WITH THE C-IV TRAVEL ALLOTMENT POLICY.

FISCAL IMPACT
(Cont'd):

resulting county share of costs. Thus, there will be no additional cost to the General Fund for this fiscal year, and the remainder of the 42-month C-IV development phase, as a result of this request. The increase to Appropriations and Estimated Revenue for this fiscal year is provided on the attached Budget Journal Form.

The county cost of application development is deferred until FY 2004/2005, and can be recovered over a period of four years, with an annual repayment of \$70,544. The county cost of M&O is estimated to average \$674,656 per year for the 9-year period projected to start FY 2005/2006 and end FY 2013/2014. The General Fund impact of county costs based on this extended time line will be built into future CSA Budget submissions and pending future funding strategies that will evolve from ongoing project operations such as a determination that these county costs can be absorbed by the existing CalWORKs maintenance of effort.

DISCUSSION:

BACKGROUND:

Legislative Mandates

In California, the counties are responsible for administering many Federal, State and local assistance programs. These programs include California Work Opportunity and Responsibility to Kids (CalWORKs, formerly AFDC and GAIN), Child Care, Food Stamps, Medi-Cal, Foster Care, Adoption Assistance Program, Refugee Assistance, CAL-Learn, and Food Stamp Employment and Training.

Chapter 303 of the Budget Act of 1995 mandated the development of a statewide automated welfare system (SAWS), and authorized the development of a Multiple County Consortium Strategy as the foundation of the SAWS effort. This mandate would automate the Eligibility and Case Management functions of the various programs noted above. The Budget Act envisioned four consortiums for the State of California. Historically, it was

ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.

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DISCUSSION
(Cont'd):

found that one statewide system could not meet the needs of fifty-eight diverse counties due to political, technical and business model differences. The purpose of the consortium concept is to facilitate the collaboration of counties in meeting their business needs through four distinct project phases: system planning, development, implementation, and maintenance and operations (M&O).

There were three consortiums in existence in 1995 when this Budget Act was passed: LEADER (LA County only – 34% of State caseload); CalWIN (18 counties – 40% of State caseload); ISAWS (34 counties – 13% of State caseload). Due to technical, policy and business considerations, the counties of Merced, Riverside, San Bernardino and Stanislaus (the remaining 13% of State caseload) had not affiliated themselves with one of the three consortiums, and agreed to partner as the fourth consortium to plan the automation of their welfare and employment services programs in a joint project known as SAWS Consortium IV.

PROJECT PLANNING PHASE:

Business Process Reengineering (BPR)

With the advent of Federal and State Welfare Reform legislation, C-IV underwent a Business Process Reengineering (BPR) effort to develop a single, common Business Model to support all public assistance and employment programs for all four counties. This business model was focused on completely redesigning the Consortium's welfare and employment processes, and eliminating duplication and redundancy. The primary goal of the Consortium IV BPR endeavor was to design a comprehensive, efficient Business Model that can support the Consortium's business now and well into the future. BPR in Government is a radical improvement approach that critically examines, rethinks, and redesigns the mission, the products, services, and processes within a political environment. The motivation driving the Business Process Engineering (BPR) team was to:

- Eliminate Duplication and Redundancy
- Ensure Quality was Integrated throughout not just checked "After the Fact"
- Ensure Accountability - at all levels
- Have Informed Decision Making – at all levels
- Utilize a Holistic Approach to Serving Individuals and Families
- Provide Professionalism, Motivation, and Mentoring.

The key areas of this Business Model are Gateway, Planning, Collaboration, Benefit and Service Delivery, Accountability, Improvement and Measurement (A.I.M.), Resource Data Bank, Interfaces and Utilities (such as scheduling, tracking, assigning, applying appropriate rules, etc.). This endeavor was completed in December 1997.

Joint Powers Authority (JPA)

In December 1998, the Stanislaus County Board of Supervisors as well as the

ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.

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DISCUSSION
(Cont'd):

Boards of Supervisors of the other three counties approved a Joint Powers Authority (JPA) for the long-term governance of the SAWS Consortium IV. A Solicitation of Proposal (SOP) was released for the development, installation, maintenance, and operation of the new system. The Consortium received proposals from IBM, Andersen Consulting, and Unisys as the prime contractors.

An Evaluation Team representing all four counties participated in evaluating proposals. In August 1999, the C-IV Joint Powers Authority Board of Directors selected Andersen Consulting/EDS/ Synergy as the vendor and authorized the start of contract negotiations. An appeal was filed by IBM, but was withdrawn prior to the hearing date. It should be noted that Andersen Consulting has changed its name to Accenture effective January 1, 2001.

Review and Approval Process

Contract negotiations for Consortium IV were conducted by a team of stakeholders that included specialized legal counsel as well as operational and technical personnel. On February 2, 2000 the "Agreement Between the California SAWS Consortium IV Joint Powers Authority and Andersen Consulting, LLP", was approved by the C-IV Joint Powers Authority Board. This document along with an Implementation Advance Planning Document (IAPD) was submitted to State and Federal oversight agencies for review and funding approval.

Oversight agencies at the State level include:

- ✓ Health and Human Services Data Center (HHSDC),
- ✓ Department of Information Technology (DOIT),
- ✓ Department of Finance (DOF).

Agencies at the Federal level include:

- ✓ Health and Human Services Agency (HHSA),
- ✓ Food Stamp Federal Region IX
- ✓ Federal Program Agencies (i.e.: TANF, Food Stamps, Medi-Cal, Foster Care, etc.).

Additionally, the Governor's office and the State Legislature have formal oversight and approval authority over the project and its budget. All of the above agencies have supported the C-IV project and final Federal approval was received in January 2001.

Independent Verification and Validation (IV&V)

The Independent Verification and Validation (IV&V) Vendor that has been selected is GovConnect (formerly known as Renaissance Government Solutions). GovConnect will be working for the Project during the Development Phase. Their role is to monitor the quality of the stated deliverables and ensure the adherence to the time schedule. They have been working for the Project since 1997 in the capacity of an Independent Contractor to assist the Project Director on all aspects of developing the required Planning Advanced Planning Document Update (PAPDU) and the Implementation Advanced Planning Document (IAPD).

ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.

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DISCUSSION
(Cont'd):

Completion of Planning Phase

This project started under the Wilson Administration and then underwent a full series of reviews under the new Davis Administration. Consortium IV has received the full support of the Legislative Action Office (LAO), Department of Information Technology (DOIT), Department of Finance (DOF) and the Governor's Office. After careful review of the recent study that was completed by the Gartner Group, Governor Davis made the decision to allow the Consortium IV project to move forward and signed off on all the necessary documents. With the planning phase complete, we are now transitioning to the development phase of this project.

PROJECT DEVELOPMENT PHASE:

System Development

System development is expected to begin March 1, 2001. The primary functionalities to be developed under this system are: integrated services; case management; automated eligibility; benefit determinations. The system will also include document imaging and an interactive voice response system.

System development activities will encompass a 42-month time period during which a team of approximately 70 staff from the four counties and a number of contract consultants will co-locate at one site in the Sacramento area. C-IV project support will include all county and vendor staffing costs, travel, facilities, site preparation, hardware and software, data center, conversion, training, and change management support costs. See Attachment 4, titled "Fiscal Impact Delineated by Project Phases" for more information regarding support for the Development Phase.

Memorandum of Understanding (MOU)

Approval of the attached MOU will allow Stanislaus County CSA to proceed in the development of the C-IV Project. This document delineates how the counties will work together to design, develop, operate and maintain the new automated system, particularly with regards to project staffing and other areas of mutual interests in the fulfillment of the Consortium's purpose.

C-IV Travel Allotment Policy

The C-IV Travel Allotment Policy proposed in Attachment 2, was designed in collaboration with representatives of the Auditor Controller's Office, the Chief Executive Office - Human Resource Division, and County Counsel. The Policy, under consideration in each of the C-IV counties, provides the means to reimburse necessary travel costs to the reassigned C-IV Project members and not cause them any financial hardship by having to maintain two residences. The policy recognizes the increased living cost staff will experience in being reassigned to Sacramento for the development phase of the C-IV project. This policy allows for a maximum of \$2,782 per month per employee for the composite cost of: temporary housing; mileage; per diem; incidental business expenses.

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DISCUSSION
(Cont'd):

With Board approval, the Auditor-Controller's Office will make the necessary adjustments to the Peoplesoft payroll system to increase the gross salaries of those staff assigned to the project in accordance with the policy. CSA will continue to regularly bill the C-IV Project for the staffing costs to include travel costs as well as other approved expenses.

Staffing to Support Development

Implementing a project of this magnitude and complexity requires a significant commitment of human resources. Progress on this endeavor has now advanced to the point of assigning staff from each of the four counties to work with the C-IV Project vendor, Accenture, and to anticipate the need for future assignments of staff. The staff assigned from Stanislaus County will actively participate in the creation of this innovative system, while providing the necessary and insightful background knowledge of our own county needs. Both the county and the project will be best served by providing the most talented staff to ensure the success of this huge project.

Each of the counties in the consortium is obligated to provide a minimum number of staff for the project. Stanislaus County's minimum obligation is twelve time limited staff to be dedicated and paid for through this project for the next three and one-half years during the system design, development and implementation phases. Actual individual assignments of staff will be phased in during the development period. It should be noted that the time limited positions will be eliminated within 12 months of the system implementation to allow for a smooth transition to the new system.

The staffing impacts section of this document details the 12 time limited positions to be added to the CSA Salary and Position Control which will allow for existing staff to be reassigned as C-IV Project members. We will pursue the acquisition of skilled staff to replace the reassigned C-IV Project staff positions to ensure the ability of our Agency to meet customer needs for benefits and assistance during the period of time prior to the completion of the C-IV Project.

In addition, to these 12 time limited positions, a permanent Accountant II position will be required to support Federal and State requirements for cost accounting of the agency's Electronic Data Processing (EDP) operations. The Accountant will be responsible for the entire realm of EDP accounting activities, from budget development, to tracking ongoing costs and preparing claims, to providing fiscal analyses and assisting in the development of EDP accounting policies and procedures. This Accountant will work closely with the C-IV Project Manager, as well as other Information Systems staff, in monitoring the fiscal progress of EDP operations and lending accounting expertise, as required.

PROJECT MAINTENANCE AND OPERATIONS (M&O) PHASE:

Ongoing system maintenance and operations begin immediately after the last C-IV county has signed off implementation and covers a 10-year time period.

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PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.
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DISCUSSION
(Cont'd):

Costs detailed in Attachment 4, titled "Fiscal Impact Delineated By Project Phases", include county and vendor staffing, facilities, maintenance of hardware and software, routine production and operational costs, scheduled technology refreshments and system related training expenses once the system is operational and on-line. CSA Information Technology (IT) staffing will be redirected and minimally augmented upon C-IV implementation to meet system M&O requirements. This information is contained in more detail in the attached Fiscal Impact document noted above and Attachment 5, titled "Mainframe Impact". New development and system enhancements outside the scope of the contract agreement are negotiated using a Change Order process.

POLICY
ISSUE:

Acceptance of the C-IV Report on completion of project planning and approval of the C-IV Project Development Phase and the related staff recommendations supports the Board's priorities of community service delivery and efficient government operations. The C-IV automated system will provide a streamlined method to provide temporary economic assistance essential to support needy families in our community.

STAFFING
IMPACT:

Add the following positions to the CSA Authorized Position Control for Fund 1631 in support of the C-IV Project Development Phase:

Time Limited Positions:

2 Manager II's

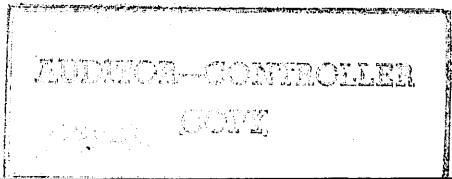
2 Software Developer/Analyst III's

8 Employment Coordinator Supervisors (ECS')

Permanent Position:

1 Accountant II

AUDITOR-CONTROLLER
BUDGET JOURNAL



BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org CSA Program Services & Support**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-00** Fund 1631 Org 45050
 To **Jun-01**



BATCH SCREEN

Journal Batch **CSA DMT CON** BO --
 Category **Budget**

Line	Coding Structure						Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT		
1	1631	45051	50000			.0	364,180.00	Increase Approp. Salaries and wages	
2	1631	45051	21330			.0	364,180.00	Increase Revenue for St-Admin- CIV	
3						.0			
4						.0			
5						.0			
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24						.0			
25						.0			
Totals								728,360.00	

Explanation: To Increase Appropriations for Salaries and Wages and C-IV Estimated Revenue due to this agency's resource commitment to participate in the Federally mandated SAWS/C-IV project development phase.

Requesting Department	CEO	Auditors Office Only	
<i>Cecil Chatham</i> Signature 2/16/01 Date	<i>Pat Sullivan</i> Signature Feb. 22, 2001 Date	<i>[Signature]</i> Prepared By 2-20-01 Date	Admin Approval (\$75K+) Date

02/02/01

**BOARD ITEM ATTACHMENT 1:
ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT
PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA STATEWIDE AUTOMATED SYSTEM
CONSORTIUM IV AND THE COUNTY OF STANISLAUS**

***PLEASE NOTE THAT THE FINAL MOU WILL BE FORWARDED FOR
ATTACHMENT TO THE BOARD ITEM AT THE EARLIEST POSSIBLE
DATE. IT IS POSSIBLE THAT WE MAY NEED TO SWITCH THE MOU'S
ON THE DATE OF THE BOARD MEETING.***

THANK YOU!

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA STATEWIDE AUTOMATED SYSTEM
CONSORTIUM IV AND THE COUNTY OF STANISLAUS**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the California Statewide Automated Welfare System Consortium IV (hereafter “Consortium”), a Joint Powers Authority, and the County of Stanislaus (hereafter “County”), a comprising member of the Consortium (hereafter, collectively, “the Parties”).

INTRODUCTION

The purpose of the Consortium is to design, develop, operate and maintain a new automated system to support the business requirements for the administration of certain public assistance programs for the County of Merced, the County of Stanislaus, the County of San Bernardino and the County of Riverside (hereafter “Counties”) through the provision of State and Federal funding as provided under California Welfare and Institutions Code section 10823, et. seq.

On December 15, 1998, the Consortium issued a Solicitation of Proposal (“SOP”), seeking vendors to obtain the necessary services and materials for the new automated system. After review and evaluation of responses to the SOP, Accenture, LLP, (formerly Andersen Consulting, LLP) was selected by the Consortium to provide the new automated system.

On February 28, 2001, the Consortium and Accenture entered into a revised System Agreement (hereafter “System Agreement”) for the provision of equipment, software and services by Accenture to the Consortium and each of the Counties as necessary for the design, development, implementation and on-going operation and maintenance of the new automated system. The System Agreement further sets forth the requirements and obligations of the Consortium and the Counties as necessary for the timely and efficient performance of Accenture under the System Agreement.

The purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the County with regards to the System Agreement and other areas of mutual interests in the fulfillment of the Consortium’s purpose; and is conditioned on the Consortium entering into the same MOU with the other comprising member Counties of the Consortium.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below:

1.1 “Accenture Staff”: Employees, contractors and agents of Accenture dedicated to the Project.

1.2 “Consortium/Controller Agreement”: Is that agreement between the Consortium and its Controller, San Bernardino County’s Auditor/Controller, executed on about May 24, 2000, that sets forth certain services, and the compensation for same, to be rendered by the Controller on behalf of the Consortium.

1.3 “Consortium Staff”: Employees, contractors and agents, including employees contributed to the project by member counties, of the Consortium.

1.4 “Consortium’s Treasurer”: The San Bernardino County’s Auditor-Controller responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.5 “Consortium’s Secretary”: The Secretary of the Consortium’s Board of Directors in charge of all records of the Consortium.

1.6 “County Personnel”: County employees, contractors or agents responsible for task(s) necessary to the Project.

1.7 “County Project Manager”: That person responsible for day to day oversight of the Project on behalf of the County.

1.8 “County Site(s)”: The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.9 “Data”: The Consortium and County records, files, forms, and other information that will be processed on the new automatic system developed and implemented by the Project.

1.10 “Deliverables”: Products, including, but not limited to equipment and software, provided to the Consortium and the County pursuant to the System Agreement or otherwise necessary to the Project.

1.11 “Federal and State Financial Participation”: The Federal and State of California’s share of funding of the Project.

1.12 “Network”: The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the Project.

1.13 “Project”: The planned undertaking regarding the subject matter of the System Agreement and the activities of the parties thereto.

1.14 “Project Director”: The individual chosen by the Consortium with responsibilities for the management of the Project for Consortium.

1.15 “Project Staff”: Accenture Staff, Consortium Staff, and County Personnel performing task(s) necessary to the Project.

1.16 “Service Agreement”: The agreement between the Consortium and GovConnect executed on or about August 31, 2000 under which GovConnect provides quality assurance, validation and verification services of the new automated system.

1.17 “System”: The complete collection of the equipment, software and Network provided by Accenture and accepted by the Consortium pursuant to the System Agreement.

1.18 “Work Plan”: The plan and delineation of tasks, activities and events to be performed, Deliverables to be produced, and associated resource requirements with regard to the Project as accepted and agreed, subject to modification from time to time, by Accenture and the Consortium.

II. COUNTY

2.1 Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the System Agreement, Work Plan or as otherwise necessary to Consortium’s purpose. County Personnel provided to the Project or the

Consortium under this provision maybe subject to the oversight of the Consortium as to the schedule and manner of Project task(s) performed, however, in no case shall such oversight alter existing terms or conditions of employment, contract or other legal relationship between County Personnel and County.

2.2 Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the implementation, operation and administration of the new automated system in accord with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3 County's Liability for Negligence of its Employees and Contractors. Except as to County Personnel dedicated to the Consortium on a "full time basis," as this term may be defined by further agreement between the County and the Consortium, County agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including County Personnel contributed to the Project on a part-time or ad hoc basis. As to County Personnel contributed to the Project on a full time basis, County agrees to be jointly liable in the same proportion as the County's proportional share of the overall caseload of the County as provided in California Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the County accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

2.4 Release of Information to Controller. The County acknowledges that the Consortium/Auditor Agreement sets forth certain procedures for the disclosure of records of the County to the Controller and the Project Director as the Controller deems necessary to resolve any funding, invoice, records, accounting or audit related Project issues. Thereon, the County agrees to the best of its abilities to comply with these procedures and, further, shall cooperate with the Consortium and Controller in instituting acceptable modifications of these procedures as may be necessary from time to time.

III. CONSORTIUM

3.1 Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2 Risk of Loss for Project Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.1, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3 Liability to County. The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Project Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4 Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done a manner that will minimize interference with the normal activities and operations of the County and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5 Right to Use System Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System information and Data developed, derived, documented, or furnished by Consortium upon notification by County to the Project Director as to the use of said System information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project. The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to Consortium's contractor's Confidential Information.

3.6 Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risks of liability

assessment(s) and develop an appropriate risks of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County.

IV. MUTUAL RESPONSIBILITIES

4.1 Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables by County as necessary for the System Agreement, Work Plan or as otherwise necessary to the Project.

4.2 Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.1, shall not pass to the County except as further agreed in writing.

4.3 Sharing of Business Records. Notwithstanding Section 2.4, to ensure financial accountability of the Project by Consortium and County, the Parties agree to cooperate in the disclose to the other all business records, including, but not limited to, certified copies of records of all accounts, funds and moneys for the Project.

4.4 Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files and documentation necessary in the case of audit by the State or Federal, or other regulatory agency.

4.5 Dispute Resolution. The Parties agree that the resolution of any dispute between them related to the Project, what so ever, shall be sought through the following procedures:

The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Project Director and County Project Manager shall each notify the other of the dispute, with the notice specifying the disputed issue(s).

The Project Director and County Project Manager shall use their reasonable best efforts to resolve the dispute within five (5) business days of submission by either party to the other of such dispute Notice.

If the Project Director and the County Project Manager cannot resolve the disputed issue(s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.6 No Alteration of JPA. The Parties agree that by entering into this MOU or by performing as provided hereunder shall not in anyway change the obligations, rights or authority of the Parties as set forth the Joint Powers Agreement establishing the Consortium between the Counties. Should any provision of this MOU conflict with any provision of the Joint Powers Agreement, the provision of the Joint Powers Agreement shall prevail.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence upon that date when executed by the Parties and the same MOU is executed between the Consortium and the other comprising member Counties of the Consortium and shall remain in effect a for one year period, and shall continue in effect for successive one (1) year periods, unless terminated as specified herein below.

5.2 Condition Precedent–State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal Financial Participation in the Project. In the event that such funds are not forthcoming for any reason, the Consortium shall immediately notify the County and the County shall have the right to terminate the MOU.

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the parties hereto with respect to the subject matter hereof and all

prior or contemporaneous MOU or other agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

County of Stanislaus Board of Supervisors
Pat Paul, Chair
1010 Tenth Street
Modesto, California 95354

Consortium 12290 Pyrites Way
Sacramento, Ca,
95670

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

County of Stanislaus

Dated: April 10, 2001

By: Pat Paul
Board of Supervisors

Consortium

Dated: April 10, 2001

By: Sharon D. Myers
Chairperson
C-IV Joint Powers Authority

**APPROVED AS TO FORM
COUNTY COUNSEL
MICHAEL H. KRAUSNICK**

By: 

Title: Deputy County Counsel

Dated: 3/16/01

BOARD ITEM ATTACHMENT 2:

**ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF PROJECT PLANNING
AND APPROVE THE C-IV PROJECT DEVELOPMENT PHASE.**

County of Stanislaus C-IV Project Assignment Travel Allotment Policy

County of Stanislaus

C-IV Project Assignment Travel Allotment Policy

DEFINITION OF TERMS

- C-IV Project** The Consortium IV (C-IV) Project part of the Statewide Automated Welfare System (SAWS) and was formed to meet the mandates of the Federal government and the State of California.
- Home County** The County that employs the C-IV Project Team member.
- Long-Term Travel** For the C-IV Project, long-term travel is travel required of a full-time, C-IV Project Team member as a result of an assignment to the C-IV Project Team and a requirement to work at the Project Site in the Sacramento area for a period of one year or more (e.g., twelve consecutive calendar months or more).
- Primary Residence** The primary dwelling for the C-IV Project Team member when regularly employed in their home county.
- Project Location** The geographical area in Sacramento County in which the Project Site is located.
- Project Residence** Lodging where the C-IV Project Team member stays while assigned to the Project Location.
- Project Site** The building that houses the C-IV Project Office in the Sacramento area.
- Regular Work Week** This is typically Monday from noon through Friday at noon and the hours are intended to be 5 hours each day on Monday and Friday and 10 hours each day on Tuesday, Wednesday and Thursday. This will encompass a minimum of 40 hours of work each week and allows for travel between the Home County and the Project Site on Monday and Friday. The regular workweek can include, but is not limited to, approved vacation time, validated sick leave, jury duty, bereavement leave and all County specific holidays.
- Short-Term Travel** For the C-IV Project, short-term travel is travel required of a full- or part-time County employee who is assigned to participate on the C-IV Project. Short-term travel can include a requirement to work at the Project Site in the Sacramento area for a period of less than one year (e.g., less than twelve consecutive calendar months). Short-term travel provisions cover long-term assignment employees, when short-term assignment to another location is required by the Project. Short-term travel is governed by the Stanislaus County Travel Policy.

County of Stanislaus

C-IV Project Assignment Travel Allotment Policy

POLICY

OPTION #1 - LONG TERM TRAVEL

Long-term travel can ONLY be claimed by full-time County employees assigned to the C-IV Project Team who are required to work at the Project Site in the Sacramento area for a period of one year or more (e.g. twelve consecutive calendar months or more). The Blue Claim or Employee Expense Reimbursement (EER) form will only be used for mileage reimbursement, not the flat allowance, which will be reimbursed by the County and claimed to the Consortium budget allocation.

A flat monthly allowance of \$2782 will be prorated and included in the County employee's bi-weekly payroll to cover all long-term travel related expenses including, but not limited to: Lodging each week (at an apartment, hotel, extended stay facility, including utilities and phone service, if applicable, etc.), meals, and transportation (car lease or rental, upkeep, gas, mileage, shuttle service, parking fees, moving expenses, etc.). On an annualized basis, the flat allowance of \$33,384 (\$2782 x 12) will be paid in 26 payroll periods in the amount of \$1,284 gross each.

Methodology for computing the long-term allowance:

Lodging (Fed government rate \$89 x 12% room tax) = \$100 x 17 work nights	= \$ 1700
Federal government per diem rate (\$42 x 21 average # of work days) allowable for meals	= \$ 882
Transportation allotment	= \$ 200
Total (per month)	= \$ 2782

The **long-term travel allowance is taxable income** and will be included on the employee's W-2 as compensation. In addition, the value of **weekly mileage reimbursement is taxable income** and will also be included on the employee's W-2. **This compensation is also included in the calculation of retirement contributions and payments.** The employee will be required to provide receipts every six months for their lodging expenses in the Sacramento area. If there is a change prior to the six-month time period new receipts will be required.

The purpose of the travel allowance is to allow County employees to commit to long-term participation in the C-IV Project at the Sacramento location, by providing stability, security and personal choice in arranging the accommodations necessary to meet the employee's needs. The travel allowance minimizes tracking and reporting requirements as all arrangements are the responsibility of the employee, with the exception of EER mileage reimbursement for weekly travel, which will be provided by the County. For example, if the employee elects to rent/lease an

County of Stanislaus

C-IV Project Assignment Travel Allotment Policy

apartment in the Sacramento area, the employee is responsible for signing any agreements, paying any required deposits, and receiving any refunds of paid deposits upon vacating the apartment. The employee will also except complete responsibility for any and all expenses or penalties resulting from early termination from the C-IV Project and a cessation of all travel allotment payments. The employee will agree to these conditions by signing the Informed Consent document.

The first two allowance payments will be advanced in one gross payment of \$2,558 in the month prior to assignment to the C-IV Project Site, to enable the County employee to make appropriate lodging and travel arrangements.

The final allowance payment will be made in the month prior to the employee's last month of assignment to the C-IV Project Site in the Sacramento area. ***There will be no allowance payments in the final month of assignment to the C-IV Project Site in the Sacramento area.***

If the employee leaves the C-IV Project Team or the employee's assignment location changes prior to spending more than twelve consecutive months at the Project Site, the County will stop the long-term travel allowance as soon as administratively possible, and initiate salary adjustments to collect any overpayments that might have occurred.

The C-IV Team member, if the driver, will be reimbursed at the existing county mileage rate, for actual miles traveled from his/her county residence to the project site for one round trip per week.

- ✓ Commute time will not be considered work time.

OPTION #2 - DAILY COMMUTING

Daily commuting to and from Project Site requires the County C-IV Team member to maintain a qualifying primary residence and commute daily to the project site from his/her home. The C-IV Team member, if the driver, will be reimbursed at the existing county mileage rate, for actual miles traveled from his/her county residence to the project site and home again on a daily basis. Parking may be reimbursed up to \$10.00 per day with no receipts; anything over \$10.00 requires a receipt.

- ✓ Commute time will not be considered work time.

SHORT-TERM TRAVEL

Short-term travel may be claimed by County employees who are assigned to the C-IV Project Team on a full- or part-time basis, and may include assignment to the Project Site in the Sacramento area for a period of less than one year (e.g. less than twelve consecutive calendar months).

County employees on long-term assignment to the Project Site in Sacramento, are covered by short-term travel provisions when short-term assignment to another location is required by the Project.

County of Stanislaus

C-IV Project Assignment Travel Allotment Policy

Air Fare

Given the proximity to Sacramento there is no need for air travel.

Special Meal Allowances

There is no additional special meal allowance under the C-IV Travel Policy when County C-IV Team members are required to work overtime.

OUT-OF-STATE TRAVEL

The Project Director must approve out-of-state travel for C-IV staff. Receipts are required for all travel items, except in cases where per diem applies (i.e., meals and/or lodging). Expenses will be reimbursed for items such as mileage, air travel, car rental/lease, lodging, and meals.

COUNTY CLAIMING OF LONG- AND SHORT-TERM TRAVEL

The County will submit the long- and short-term travel expenses and airline travel expenses incurred by employees assigned as C-IV Project Team members to the State for full reimbursement, in accordance with each County's existing claiming procedures.

County of Stanislaus

C-IV Project Assignment Travel Allotment Policy

KEY RESPONSIBILITIES

1. County C-IV Team Members are responsible for:
 - Providing information, verification, and certification of their eligibility to claim long-term travel expenses for lodging and meals;
 - Adhering to their home county travel policies for long- and short-term travel.
 - Accurately and timely completing and submitting their claims for reimbursement on a monthly basis.
 - Following up directly with their County C-IV Project Manager to immediately report non-receipt of their travel expense reimbursement funds.
2. Each County is responsible for:
 - Designating the travel policy and claim forms for travel that their employees who are assigned to the C-IV Team will use.
 - Processing their employee's travel reimbursement claims according to that county's specifications and procedures.
3. The C-IV Project Administrative Assistant is responsible for:
 - Ensuring that the current county travel policies are available to County C-IV Team members and to the County Project Managers as needed.
4. County Project Managers are responsible for:
 - Ensuring that the current county travel policies are available to County C-IV Team members and to the C-IV Administrative Services Team, as needed
 - Ensuring that county specified travel claim forms are available to County C-IV Team members as needed.
 - Facilitating the completion of county processing of claims for long- and short-term travel reimbursements in a timely manner.

C-IV Project Informed Consent Document

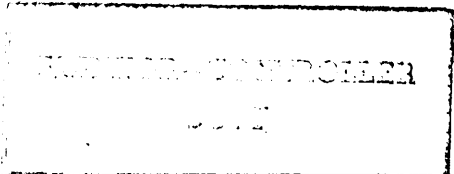
- I understand the importance of my participation in this Project. I also understand the assignment I have voluntarily accepted is located in the Sacramento area and I will accept the responsibility of maintaining excellent attendance.
- I recognize that the long-term travel allotment provided is to allow me to decide on the best possible choice for my full participation in the C-IV Project. It will allow me to arrange a viable travel plan that will enable me to participate fully in the C-IV Project and reduce the possibility of absence and/or tardiness.
- I understand that any and all contracts I engage in to obtain lodging in the Sacramento area will be my total responsibility. Any and all charges or penalties resulting from said contracts due to premature termination or any other reason will be my responsibility to pay, even if I am released from participating in the C-IV Project early, for whatever reason.
- I also understand that the gross long-term travel allotment payment of \$1284.00 will be added to my regular biweekly gross earnings and I will be taxed according to Federal and State regulations. If, upon cessation of my participation in the C-IV Project, I continue to receive one or more long-term travel expense deferment payment(s) in my regular biweekly payroll check, I will be responsible to repay these gross amounts to Stanislaus County. If not paid back within 30 days after my leaving the C-IV Project, I accept the condition that payroll deductions will occur in amounts necessary to recoup the allotment as soon as legally possible.
- I am also fully aware that as a C-IV Project member, it may be difficult or even impossible for me to participate in the Family Services Specialist Certificate Program or the Internship Program.
- I agree to maintain adequate vehicle insurance coverage while driving to the Sacramento site as well as maintain my California Driver's License.

I have read the above statements as indicated by the checked boxes and have no reservations in agreeing to abide by them as indicated by my signing this document. I will receive a copy of this signed document.

Signature of C-IV Project member Date

Signature of CPM Date

AUDITOR-CONTROLLER
BUDGET JOURNAL



BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org CSA Program Services & Support**
 Budget **LEGAL BUDGET** Fund 1631 Org 45050
 Accounting Period From **Jul-00**
 To **Jun-01**



BATCH SCREEN

Journal Batch **CSA DMT CON** BO --
 Category **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT	
1	1631	45051	50000				364,180.00	Increase Approp. Salaries and wages
2	1631	45051	21330				364,180.00	Increase Revenue for St-Admin- CIV
3							.0	
4							.0	
5							.0	
6							.0	
7							.0	
8							.0	
9							.0	
10							.0	
11							.0	
12							.0	
13							.0	
14							.0	
15							.0	
16							.0	
17							.0	
18							.0	
19							.0	
20							.0	
21							.0	
22							.0	
23							.0	
24							.0	
25							.0	
Totals							728,360.00	

Explanation: To Increase Appropriations for Salaries and Wages and C-IV Estimated Revenue due to this agency's resource commitment to participate in the Federally mandated SAWS/C-IV project development phase.

Requesting Department	CEO	Auditors Office Only	
<i>Cecil Chatham</i>		<i>[Signature]</i>	Admin Approval (\$75K+)
Signature	Signature	Prepared By	
2/16/01		<i>2-20-01</i>	
Date	Date	Date	Date

**BOARD ITEM ATTACHMENT 4:
ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF
PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT
PHASE.**

FISCAL IMPACT DELINEATED BY PROJECT PHASES:

Project Development:

SAWS is mandated by both Federal and State statutes. System development costs are reimbursed to the counties through a special SAWS allocation during the development process. The C-IV counties are responsible for paying 5% of certain development costs only, specifically the application development costs. This 5% share of cost is prorated between the C-IV counties based on an established ratio derived from caseload size (e.g., Merced 9%, Riverside 31%, San Bernardino 46%, and Stanislaus 14%). In accordance with the regulations, the four member counties have elected to defer repayment of the county share of application development costs until the end of the 42-month development phase. Repayment can be made to the State in one lump sum or four annual installments.

Total System Development Costs	\$267,213,521
Application Development Costs	38,086,595
Counties Share of Application Devel Costs at 5%	2,015,545
Stanislaus County Share at 14%	282,176
Annual Payment State FY 04/05-07/08	70,544

System Maintenance and Operations (M&O):

The first twelve months of maintenance and operations costs has no county share of cost. C-IV counties will not incur a county share of cost until the second year of maintenance and operations, estimated to be FY 2005/2006. The annual maintenance and operations costs projected over the remaining nine year M&O period (FY's 2005/2006 – 2013/2014) average \$31,406,860 for the consortium as a whole. The counties will be responsible for a composite 15% share of cost for the benefiting programs, and this cost will be apportioned to each C-IV county based on the established caseload ratio (see Project Development).

Projected Annual Average C-IV M&O Costs	\$31,406,860
Projected Composite County Share of cost @ 15%	4,818,969
Stanislaus Share at 14%	674,656

It should be noted that the existing legacy system, which is over 25 years old, cannot support the level of operation needed in the immediate future. Independent of the SAWS mandate, CSA would be actively seeking replacement of the current mainframe system, thereby incurring 100% of the development, implementation and maintenance and operations costs. The consortium, however, offers the benefit of economy of scale, thus mitigating the costs CSA

would incur if going it alone. In addition, the C-IV Project supports many key elements of the County ITSP by:

- Introducing a service delivery solution that empowers County staff to enhance services provided to their customers (citizens, businesses or other agencies).
- Developing web-based service delivery applications.
- Including Electronic Data Management (EDM) in an effort to reduce paper manipulation to the fullest extent possible.

A comparison of projected current system costs to future C-IV M&O costs is not a creditable exercise if you ignore the C-IV qualitative benefits, plus the fact that CSA needs to replace its current system regardless of the SAWS mandate. For example, the current system is projected to cost approximately \$3,000,000 in FY 2005/2006, with a county share of cost at 15%, or \$450,000. While this amount is less than the \$674,656 C-IV M&O county share of cost estimate, this analysis is based on the flawed assumption that the current system can function normally for the next 5 years. A realistic view of the current system points to a high probability of increased system maintenance, plus the inevitable replacement cost at some future point in time. Total C-IV benefits are really a composite of quantifiable cost savings (e.g., the elimination of the legacy system, staff cost savings and increased program accuracy resulting in reduced overpayments) plus qualitative benefits that include improved service delivery and access to information to aid the management decision making process. Thus, C-IV's combined tangible and intangible benefits are the direct result of an efficient, integrated system with economy of scale, a superior product when compared to the legacy system.

M&O

Stanislaus County has committed to providing 12.5 FTE Information Systems (IS) positions to support project M&O. Of these positions, 10.5 will be redirected from other areas of system support after C-IV implementation. Beginning in month 14 of development (April 2002), the schedule is as follows:

Months	14-17	18-20	21-24	25-27	28-31	32-35	36-40	41-42
FTEs	4	6	7	7.5	8.5	9	10	10.5

No new positions will be requested in F/Y 2000/01 or 2001/02. It is expected that two new permanent IS positions (1 Application Specialist I & 1 Application Specialist II/III) will be requested as new permanent for F/Y 2002/03 to absorb the additional workload created by growth and increased complexity of automation within the agency.

**BOARD ITEM ATTACHMENT 5:
ACCEPT THE CONSORTIUM IV (C-IV) REPORT ON COMPLETION OF
PROJECT PLANNING AND APPROVE THE C-IV PROJECT DEVELOPMENT
PHASE.**

MAINFRAME IMPACT

The Community Services Agency's total MIS bill for F/Y 1999/2000 was \$771,744; in F/Y 2000/2001 that amount is expected to increase to \$905,243. CSA's annual mainframe costs of \$388,319 (current f/y) account for approximately 15% of total county mainframe charges. In a post C-IV environment that percentage is expected to decrease by at least 10%; this would mean CSA mainframe costs would be reduced annually by \$265,651.

As defined in the new MIS billing methodology effective 7/1/00, mainframe charges are considered "direct charges", or fixed costs. MIS mainframe charges for CSA include maintenance of:

- the hardware/software relating the IBM ES9000 operating system.
- data storage and backup.
- test and production environments.
- connectivity to Health & Human Services Data Center (HHSDC),

The CSA IT staff are responsible to:

- maintain connectivity from CSA to MIS.
- maintain approximately 480 mainframe applications and interface to CSA network.
- create/modify applications based on user needs and/or State mandates

CSA applications running on the mainframe support:

- All benefit issuance (i.e., TANF/CalWORKs, Food Stamps, General Assistance, Child Care, Child Support Disregards, etc.)
- A centralized case index for all CSA aid/service programs
- Case management of overpayment recoupments
- External data exchange (i.e., MEDS, Franchise Tax Board, CDSS Fraud Bureau, CDSS, County Schools, etc.)
- Generation of 444 reports on a daily, weekly, monthly, and/or annual basis for case management, data collection, and funding purposes.

In a post C-IV environment, the mainframe would continue to support 1) the General Assistance application and 2) connection to HHSDC for the In Home Supportive Services application. It is CSA's intention to pursue web-based solutions for the remaining applications in support of the County's IT Strategic Plan. Once accomplished, all CSA IBM ES9000 charges would be eliminated.