

CalSAWS CONSORTIUM
and
New York State Office of Information Technology Services

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is hereby established between California Statewide Automated Welfare System (“CalSAWS”) Consortium and New York State Office of Information Technology Services (“ITS”) (collectively, “Parties”), to release use of <CalSAWS core application code or BenefitsCal application code> for NYS ITS’s Integrated Eligibility System (IES) Program. By signing this MOU, the Parties agree to the following terms and conditions:

1. For the purpose of this MOU, the CalSAWS Consortium is the identified sender/providing entity and ITS, is identified as the receiving/recipient entity.
2. CalSAWS Consortium is sharing <the CalSAWS core application code or BenefitsCal application code> (source code and system documentation in their entirety), including a copy or clone of the, rules engine (as part of the IBM ODM solution), data management architecture, and sample configurations with ITS "As Is" and provides no warranties, express or implied. No further support of <the CalSAWS core application code or BenefitsCal application code> (source code and system documentation) will be provided to ITS by CalSAWS Consortium.
3. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, ITS and the State of New York shall hold CalSAWS Consortium harmless from and indemnify it for any final judgment of a court of competent jurisdiction or any settlement of a claim consistent with Section 20-a of the New York State Court of Claims Act, to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.
4. CalSAWS Consortium will not be liable to ITS for damages or other claims resulting from ITS’s use of the <CalSAWS core application code or BenefitsCal application code> (source code and system documentation).
5. ITS agrees to notify CalSAWS immediately of any cyber theft or data security incident that resulted in, or reasonably could result in, a misappropriation of the <CalSAWS core application code or BenefitsCal application code>.
6. ITS will not share the <CalSAWS core application code or BenefitsCal application code> with any third party without first notifying CalSAWS and obtaining its consent.
7. ITS agrees to share with CalSAWS its own core application codes upon reasonable request by CalSAWS.

8. This Memorandum of Understanding is for a one-time release of the <CalSAWS core application code and BenefitsCal application code> (source code and system documentation) solely for use by ITS. ITS may not release the <CalSAWS core application code or BenefitsCal application code> (source code and system documentation) to any person, public or private entity, or any other third party without the express advance written consent of CalSAWS.
9. This is a non-monetary MOU.

This Memorandum of Understanding is governed by and shall be interpreted in accordance with the appropriate federal Financial Participation statutes and regulations, including but not limited to, title 45 Code of Federal Regulations, section 95.617 and any other applicable federal statutes or regulations, as well as the choice of law provisions in both New York and State of California's applicable statutes.

CALSAWS CONSORTIUM

New York State Office of Information Technology Services

Date: _____

Date: 1/21/2025

Signature: _____
Michael Sylvester, Consortium Chair

Signature: Shannon Liston
Title Deputy Chief Financial Officer

Signature: _____
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

Signature: _____
Julia Erdkamp, Consortium Executive
Director