

133



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Department of Public Social Services

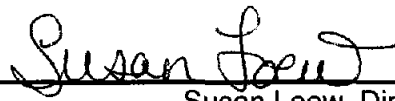
**SUBMITTAL DATE:**  
September 15, 2009

**SUBJECT:** Request for the Sole Source Purchase of Child Welfare Services Case Management System (CWS/CMS) database download support without seeking competitive bids

**RECOMMENDED MOTION:**

1. Approve and ratify the agreement with IBM Global Services to provide Child Welfare Services Case Management System (CWS/CMS) database download support for a total \$49,573.00 without seeking competitive bids, with three one-year renewal options.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% annually.
3. Authorize the Director of DPSS to administer the terms of the Agreement.

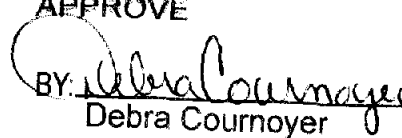
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\_\_\_\_\_  
Susan Loew, Director

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 49,573.00	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 1,264.11	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$1,264.11	<b>For Fiscal Year:</b>	09-10

<b>SOURCE OF FUNDS:</b>		<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
Federal Funding: 47.59% State Funding: 33.32%; County Funding: 2.55%; Realignment Funding: 16.41% Other Funding: 0.13%		<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**


**APPROVE**  
  
BY: Debra Cournoyer  
Debra Cournoyer

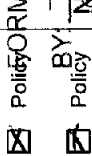
**County Executive Office Signature**

Dept't Recomm.:  Consent

Per Exec. Ofc.:  Consent

Policy Form Approved  COUNTY COUNSEL

Policy  BY: 

Policy  DATE: 

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:** 08

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.23

**TO: BOARD OF SUPERVISORS**

**DATE:** September 15, 2009

**SUBJECT:** Request for the Sole Source Purchase of Child Welfare Services Case Management System (CWS/CMS) database download support without seeking competitive bids

**BACKGROUND (Continued):**

CWS/CMS is a statewide tool that supports an effective Child Welfare System of services. The CWS/CMS improves the lives of children and families by giving social service workers information to improve case work services and freeing them from repetitive tasks; provides policy makers with information to design and manage services; and fulfill State and Federal legislative intent.

CWS/CMS is a result of Chapter 1294, Statutes of 1989, Senate Bill 370. SB 370 mandated the development of a statewide computer system to automate the functions of county child welfare offices. DPSS is required to participate in CWS/CMS.

DPSS uses data extracted from CWS/CMS for detailed reporting and analysis of Children Services caseloads. To accomplish this, IBM provides weekly data downloads to DPSS from CWS/CMS

The California Health and Human Services Agency selected IBM Global Services through RFP DSS-0003 to provide professional services related to the Child Welfare Services Case Management System (CWS/CMS). The State of California subsequently award Contract Number 31091 to IBM. State Contract Number 31091 runs through July 31, 2013.

IBM is the sole provider of these services for the State of California and the only source from which DPSS can obtain this data.

**PRICE REASONABLENESS:**

The pricing offered DPSS by IBM is the same as the rates included in IBM's State of California contract.

**ATTACHMENT:**

State of Work 0904 for the County of Riverside  
Sole Source Justification

**CONCUR/EXECUTE – County Counsel / County Purchasing**

SL:bt

Date: September 15, 2009  
From: Susan Loew, Director Department/Agency: DPSS  
To: Board of Supervisors  
Via: Purchasing Agent  
Subject: Sole Source Procurement; Request for Data Downloads from IBM

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Weekly data downloads from the Child Welfare Services/Case Management System (CWS/CMS) and support

Supplier being requested: IBM Global Services

Alternative suppliers that can or might be able to provide supply/service: None

Extent of market search conducted: This is a State awarded contract

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The California Health And Human Services Agency selected IBM Global Services through RFP DSS-0003 to provide professional services related to the Child Welfare Services Case Management System (CWS/CMS). The State of California subsequently award Contract Number 31091 to IBM. IBM is the only vendor capable of providing the CWS/CMS downloads.

Reasons why my department requires these unique features and what benefit will accrue to the county:

Data extracted from CWS/CMS allows DPSS to better analyze Children's Services caseloads, helping DPSS better serve its customers and utilize its resources.

Price Reasonableness:

The pricing offered DPSS by IBM is consistent with the terms of IBM's State contract.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

We will continue to contract with IBM during the term of their State agreement, which runs through July 31, 2013.

*Susan Loew*

8-27-09

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

*Mark [Signature]*

Purchasing Agent

Date



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**State of California  
Child Welfare Services/Case Management System**

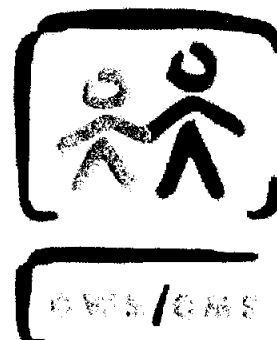
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**Statement of Work 0904  
for the  
County of Riverside**

**CWS/CMS – DB2 Download On-going Support**

**June 05, 2009**

**Version 1.0**





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# 1. Introduction

This Statement of Work is issued under the terms and conditions of the CWS/CMS Contract between the State of California and IBM, Contract Number 31091. The pricing contained herein utilizes the labor rates contained in Rider I, "Pricing for Purchases by State and Counties of Additional Goods and Services," as updated by Amendment No. 25 on December 29, 2008.

## 2. Purpose and Scope

The County of Riverside has requested IBM to provide on-going support of ASCII formatted file downloads of its CWS/CMS data.

The work associated with this Statement of Work is estimated to begin in July 2009. IBM will provide services under this Statement of Work through June 30, 2010.

Support and development will be provided at IBM location(s). This Statement of Work does not anticipate any travel to be required for meetings with any County of Riverside personnel.

## 3. Roles and Responsibilities

### 3.1. IBM

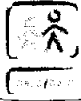
IBM resources will perform the tasks associated with this development effort and will possess the necessary industry and technical skills required.

IBM resources may require up to 277 labor hours as described in Section 6.0 to complete all the tasks involved in this Statement of Work.

#### 3.1.1. Roles and Responsibilities

IBM will:

- Assign a Project Manager to manage the activities outlined in this Statement of Work.
- Provide a weekly extract of the County of Riverside data from the CWS/CMS database on an IBM server and provide technical support for issues related to the extract.
- Provide at least 30 calendar days advance notice of any impending database changes.
- Provide DB2 Data Definition Language (DDL) changes based on any changes to the current CWS/CMS database structures.
- Provide test data records for all changed tables at least 30 calendar days prior to a new database release in order to facilitate a complete test of refresh data. This includes providing technical support for weekend testing as required.
- Provide updated entity-relationship (ER) diagrams and the new updated version of xTools at least 30 calendar days prior to the database change.



## **3.2. County of Riverside**

### **3.2.1. Roles and Responsibilities**

The County of Riverside will:

- Provide a Project Manager to work with the IBM Project Manager.
- Provide a signed Purchase Order approving this Statement of Work.
- Respond to any IBM requests for information in a timely manner.
- Own all data and DDL generated as part of this Statement of Work and be responsible for on-going support of this data and DDL beyond this Statement of Work.
- Provide all hardware and software required to develop, implement, and maintain the data on its server.
- Provide connectivity to the IBM server containing the weekly extract.
- Provide scripts for extracting, decrypting and uncompressing the data from the IBM server where the weekly extract is stored.
- Begin the process of retrieving the weekly extract from the IBM server containing the data at a specific time agreed upon by IBM and the County of Riverside Project Managers.

## **4. Security**

The County of Riverside is responsible for establishing the procedures to provide physical site security for the hardware and software systems and their elements. This security includes, as appropriate, protection from losses occasioned by natural threats, forced entry, acts of violence and internal sabotage. It is the County of Riverside's responsibility to establish and implement any procedures necessary to safeguard the integrity and security of software and data used in this project from access by unauthorized persons. The actual content of any data file, the selection and implementation of controls on its access and use, and the security of the data are the responsibility of the County of Riverside.

## **5. Completion Criteria**

This is a Not-to-Exceed Statement of Work. This Statement of Work will be considered complete when all weekly downloads for the month of June 2010 have been delivered to the County.

### **5.1. Period of Performance**

This Statement of Work is estimated to begin on July 1, 2009 and to be completed by June 30 2010.



## 6. Invoicing and Payment Provisions

This Statement of Work is priced on a Not-to-Exceed basis. The total price for delivery of services under this Statement of Work will not exceed \$49,573.00. Payment terms are net thirty (30) days.

This Not-to-Exceed price is based upon the fact that while only one database change is currently anticipated during the performance period of this SOW, there may be a need for a second database change as well depending on the requirements and schedule of the upcoming Release 6.4. The price for this second database change, if needed, is \$10,830.00, and is included in the total Not-to-Exceed price, as detailed below.

The County will be billed for the base charges of \$38,743.00 in 12 equal payments of \$3,228.58. The first payment will be invoiced at the end of the first month of the start of this Statement of Work. Subsequent payments will be invoiced at the end of each of the next 11 months. The County will be billed for the second database charge (if required) upon delivery of the new DDLs reflecting the structural changes to the CWS/CMS database.

The pricing summary for the base service requirements of this Statement of Work is as follows:

Categories	Price/Unit	Quantity	Total
<b>Application Development</b>			
Development & Technical Support	\$181/Hour	178 Hours	\$32,218.00
<b>Consultant</b>			
Project Management	\$215/Hour	27 Hours	\$5,805.00
<b>Data Entry</b>			
Administrative Support	\$60/Hour	12 Hours	\$720.00
<b>Total Base Services</b>		217 Hours	<b>\$38,743.00</b>

The pricing summary for the potential need for a second database change is as follows:

Categories	Price/Unit	Quantity	Total
<b>Application Development</b>			
Development & Technical Support	\$181/Hour	50	\$9,050.00
<b>Consultant</b>			
Project Management	\$215/Hour	8 Hours	\$1,720.00
<b>Data Entry</b>			
Administrative Support	\$60/Hour	1 Hours	\$60.00
<b>Total Second Database Change Services</b>		59 Hours	<b>\$10,830.00</b>



0904



Total Base Services	217 Hours	\$38,743.00
Total Second Database Change Services	60 Hours	\$10,830.00
<b>Services Grand Total Not-to-Exceed</b>	<b>277 Hours</b>	<b>\$49,573.00</b>

**NOTE:**

- Prices identified in this Statement of Work will remain firm for 60 days following the submission of this Statement of Work to the County of Riverside by IBM.
- Effective March 24, 2006, the CWS/CMS database is being hosted by the State of California, Department of Technology Services (DTS). IBM is dependent on DTS allowing IBM to run the batch jobs and on-line transactions to extract the data defined in this SOW. Any costs imposed by DTS upon this service for usage of the host will be the responsibility of the County of Riverside.
- This Statement of Work does not include travel expenses for meetings with any County of Riverside Personnel.

## 7. Termination of Agreement

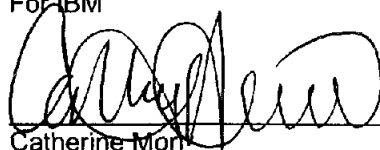
The conditions for termination of this Statement of Work are the same as those set forth in the base contract, Contract Number 31091.

If the County of Riverside chooses to terminate this Statement of Work, the County will reimburse IBM for the remaining amount of this SOW as of the effective date of termination.

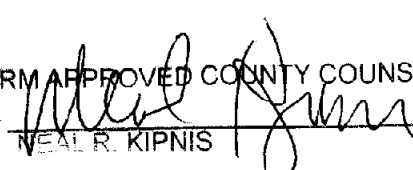


## 8. Statement of Work – Approval

This Statement of Work has been jointly prepared by IBM and the County of Riverside (referred to subsequently as 'participants'). By authorized signature, each participant acknowledges receipt and acceptance of the contents of this document and the terms and conditions stated herein. This Statement of Work and the Contract (and any applicable attachments) represent the entire agreement between the parties regarding the subject matter herein and replaces any prior oral or written communications. Each party acknowledges that this document is the only Statement of Work that is being contracted for and changes to this agreement must be formally introduced and agreed to in writing by each participant. Such additions/changes will append to this Statement of Work.

For the County of Riverside		For IBM	
_____		 _____	
Name	Date	Name	Date
Jeff Stone		Catherine Mori	6/5/09
Chairman		CWS/CMS Project Executive	
		IBM Global	

FORM APPROVED COUNTY COUNSEL

BY:  DATE