

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



**ITEM: 3.27**  
**(ID # 15296)**

**MEETING DATE:**

Tuesday, June 08, 2021

**FROM:** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Third Amended and Restated Statement of Work 1602 with IBM for Child Welfare Services/Case Management System (CWS/CMS) Database Downloads through November 30, 2021. All Districts. [Total Cost \$90,458, up to \$18,092 in additional compensation – Federal 38.24%, State 2.37%, County 3%, Realignment 56.39%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Third Amended and Restated Statement of Work 1602 with IBM for Child Welfare Services/Case Management System (CWS/CMS) Database Downloads through November 30, 2021 to increase the maximum reimbursable amount by \$90,458, and authorize the Chair of the Board to execute the Third Amended and Restated Statement of Work 1602 on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved to form by County Counsel to sign amendments that exercise the options of the Third Amended and Restated Statement of Work; and sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the agreement.

**ACTION:**

  
Sayori Baldwin, DPSS Director 5/24/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: June 8, 2021  
xc: DPSS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 48,205	\$ 42,253	\$ 90,458	\$ 0
<b>NET COUNTY COST</b>	\$ 1,446	\$ 1,268	\$ 2,714	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 38.24%, State 2.37%, County 3%, Realignment 56.39%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21 - 21/22	

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

**BACKGROUND:**

**Summary**

The California Health and Human Services Agency selected IBM through RFP #DSS-0003 to provide professional services related to the Child Welfare Services Case Management System (CWS/CMS) since 1992. The State has extended the contract in aggregate to November 30, 2022 and requires annual approvals. IBM cannot release revised Statements of Works to counties until receiving notice from the State. DPSS was notified of State approval on January 26, 2021. The State gave IBM approval to extend their agreement through November 20, 2021. IBM has now released a revised Statement of Work to DPSS from December 1, 2020 through November 30, 2021.

The Department of Public Social Services (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. In addition to weekly downloads, IBM provides periodic database change releases. IBM is the sole provider of these services for the State of California and the only source from which DPSS can obtain this data.

**Impact on Residents and Businesses**

Analysis of CWS/CMS data assists DPSS to accurately and efficiently target its resources to protect children in Riverside County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The maximum reimbursable amount (MRA) for FY 20/21 will increase from \$42,253 to \$90,458 for a total increase of \$48,205. The request for FY 21/22 will add \$42,253 to the agreement to cover the extension through November 30, 2021.

**Contract History and Price Reasonableness**

The prices have been negotiated by the State of California, as detailed in Amendment #29 to the Agreement 31091 between the State of California and IBM Global Services. Further, state-mandated contracted services fall under Category II Exceptions under Ordinance No. 459, with Board approval required for activities that exceed \$50,000.



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

The Board approved the Statement of Work 1602 with IBM on October 6, 2009 (agenda item #3.23), on June 28, 2011 (agenda item #3.91), and on June 21, 2016 (agenda item #3.53).

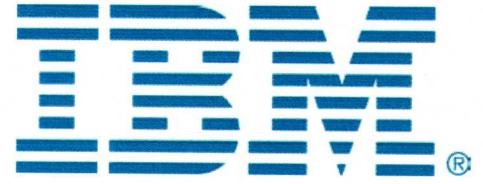
The Board approved the first amended and restated Statement of Work 1602 with IBM on November 19, 2019 (agenda item #3.91).

The Board approved the second amended and restated Statement of Work 1602 with IBM on May 5, 2020 (agenda item #3.17).

**ATTACHMENT:** Third Amended and Restated Statement of Work # SOW 1602

  
Tina Grande, Director of Purchasing and Fleet Services 5/24/2021

  
Gregory L. Priamos, Director County Counsel 5/25/2021



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State of California  
Child Welfare Services/Case Management System

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**Second Amended and Restated  
Statement of Work # SOW 1602 for the  
County of Riverside CWS/CMS – DB2 Data Downloads**

Version 3.0





## **Table of Contents**

<b>1. Introduction .....</b>	<b>3</b>
<b>2. Purpose and Scope.....</b>	<b>3</b>
<b>3. Roles and Responsibilities.....</b>	<b>3</b>
3.1. IBM.....	3
3.1.1. <i>Roles &amp; Responsibilities</i> .....	3
3.2. County of Riverside .....	4
3.2.1. <i>Roles and Responsibilities</i> .....	4
<b>4. Security.....</b>	<b>4</b>
<b>5. Completion Criteria .....</b>	<b>4</b>
5.1. Period of Performance .....	5
<b>6. Invoicing and Payment Provisions .....</b>	<b>5</b>
6.1. Price Summary .....	5
<b>7. Termination of Agreement .....</b>	<b>8</b>
<b>8. Electronic Signatures .....</b>	<b>8</b>
<b>9. Statement of Work – Approval.....</b>	<b>8</b>



WHEREAS, the County of Riverside and IBM previously entered into that certain Statement of Work ("SOW 1602/Agreement/CS-03367"), approved by the County of Riverside Board of Supervisors on June 21, 2016, Agenda Item 3.53; and

WHEREAS, the County of Riverside and IBM previously amended and restated Scope of Work, approved by the County of Riverside Board of Supervisors on November 19, 2019, Agenda Item 3.8; and

WHEREAS, the County of Riverside and IBM previously amended and restated Scope of Work, approved by the County of Riverside Board of Supervisors on May 5, 2020, Agenda Item 3.17; and

WHEREAS, the parties now desire to amend and restate the original Statement of Work in its entirety.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to amend and restate the Statement of Work as follows:

## 1. Introduction

This Third Amended and Restated Statement of Work (SOW) 1602/Agreement CS-03367 is provided 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. 30 on March 8, 2017.

## 2. Purpose and Scope

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

The work associated with this Statement of Work began in July 1, 2016. IBM will provide Services under this Statement of Work through November 30, 2021.

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 Statement of Work, and will possess the necessary industry and technical skills required.

IBM resources will require up to 393 labor hours per fiscal year, as described in Section 6.1, to complete all the tasks involved in this Statement of Work.

#### 3.1.1. Roles & Responsibilities

IBM will:

- Assign a Project Manager to manage all 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 database changes.
- Provide DB2 Data Definition Language (DDL) changes due to any required changes to the current CWS/CMS database structures for new releases of the CWS/CMS application.
- 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 will include 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 where the weekly extract is stored.
- Provide scripts for extracting, decrypting and decompressing 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 pre-determined 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 Statement of Work will be considered complete when the final weekly download for the



month of November 2021 has been delivered to the County.

### 5.1. Period of Performance

This Statement of Work began on July 1, 2016 and is to be completed by November 30, 2021.

## 6. Invoicing and Payment Provisions

The total price per year for the delivery of Services under this Statement of Work will not exceed:

July 1, 2016 to June 30, 2017	\$ 63,090.00
July 1, 2017 to June 30, 2018	\$ 76,774.00
July 1, 2018 to June 30, 2019	\$ 90,458.00
July 1, 2019 to June 30, 2020	\$ 90,458.00
July 1, 2020 to June 30, 2021	\$ 90,458.00
July 1, 2021 to November 30, 2021	\$ 42,253.00

This Not-to-Exceed price assumes that database changes associated with four releases of CWS/CMS will be required over the course of the fiscal year.

For subsequent fiscal years, the following rates will apply, in accordance with the rates for professional services listed for each year in the "Rider I, Pricing for Purchases by State and Counties of Additional Goods and Services" section of IBM's Contract # 31091 with the State:

Professional Service Categories	Hourly Rate
Application Developer	231
Consultant	274
Data Entry	79

The County will be billed for the Data Download Services in 12 equal monthly payments in each fiscal year. Payment terms will be net thirty (30) days.

### 6.1. Price Summary

The schedule below summarizes the billing details for each fiscal year with respect to the Services being provided to the County:

- Data Download Services: \$35,722.00/per year (pro-rated for partial fiscal years)
- Database Change Services: \$13,684.00/per release

The County will be billed for the 'Data Download Service' charges in 12 equal monthly payments of \$2,976.84. Payments will be invoiced at the end of each month during this period.

The County will be billed for the 'Database Change Service' charges (if required) upon delivery of the DDLs reflecting the structural changes to the database due to a new release of CWS/CMS.

The price summary for **Data Download Services** is as follows:





Professional Services Categories	Rider I Price/Unit	Quantity	Total
<b>Application Developer</b>			
Development & Technical Support	\$231/Hour	128 Hours	\$29,568.00
<b>Consultant</b>			
Project Management	\$274/Hour	19 Hours	\$5,206.00
<b>Data Entry</b>			
Administrative Support	\$79/Hour	12 Hours	\$948.00
<b>Total Data Download Services</b>		159 Hours	<b>\$35,722.00</b>
Monthly Charge for Data Download Services			\$2,976.84

The price summary for **Database Change Services** is as follows:

Professional Services Categories	Rider I Price/Unit	Quantity	Total
<b>Application Developer</b>			
Development & Technical Support	\$231/Hour	50	\$11,550.00
<b>Consultant</b>			
Project Management	\$274/Hour	7.5 Hours	\$2,055.00
<b>Data Entry</b>			
Administrative Support	\$79/Hour	1 Hours	\$79.00
<b>Total Database Change Services</b>		<b>58.5 Hours</b>	<b>\$13,684.00</b>

#### FY16/17

Total Data Download Services	159 Hours	\$35,722.00
Total Database Change Services – First Change	58.5 Hours	\$13,684.00
Total Database Change Services – Second Change	58.5 Hours	\$13,684.00
<b>First Fiscal Year, Services Grand Total, Not-to-Exceed</b>	<b>276 Hours</b>	<b>\$63,090.00</b>

**FY17-18**

Total Data Download Services	159 Hours	\$35,722.00
Total Database Change Services – First Change	58.5 Hours	\$13,684.00
Total Database Change Services – Second Change	58.5 Hours	\$13,684.00
Total Database Change Services – Third Change	58.5 Hours	\$13,684.00
<b>First Fiscal Year, Services Grand Total, Not-to-Exceed</b>	<b>334.5 Hours</b>	<b>\$76,774.00</b>

**FY 18/19**

Total Data Download Services	159 Hours	\$35,722.00
Total Database Change Services – First Change	58.5 Hours	\$13,684.00
Total Database Change Services – Second Change	58.5 Hours	\$13,684.00
Total Database Change Services – Third Change	58.5 Hours	\$13,684.00
Total Database Change Services – Fourth Change	58.5 Hours	\$13,684.00
<b>First Fiscal Year, Services Grand Total, Not-to-Exceed</b>	<b>393 Hours</b>	<b>\$90,458.00</b>

**FY19/20**

Total Data Download Services	159 Hours	\$35,722.00
Total Database Change Services – First Change	58.5 Hours	\$13,684.00
Total Database Change Services – Second Change	58.5 Hours	\$13,684.00
Total Database Change Services – Third Change	58.5 Hours	\$13,684.00
Total Database Change Services – Fourth Change	58.5 Hours	\$13,684.00
<b>First Fiscal Year, Services Grand Total, Not-to-Exceed</b>	<b>393 Hours</b>	<b>\$90,458.00</b>

**FY20/21**

Total Data Download Services	159 Hours	\$35,722.00
Total Database Change Services – First Change	58.5 Hours	\$13,684.00
Total Database Change Services – Second Change	58.5 Hours	\$13,684.00
Total Database Change Services – Third Change	58.5 Hours	\$13,684.00
Total Database Change Services – Fourth Change	58.5 Hours	\$13,684.00
<b>First Fiscal Year, Services Grand Total, Not-to-Exceed</b>	<b>393 Hours</b>	<b>\$90,458.00</b>

**FY21/22**

Total Data Download Services	66.25 Hours	\$14,884.17
Total Database Change Services – First Change	58.5 Hours	\$13,684.00
Total Database Change Services – Second Change	58.5 Hours	\$13,684.00
<b>First Fiscal Year, Services Grand Total, Not-to-Exceed</b>	<b>183.25 hours</b>	<b>\$42,252.17</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 began being hosted by the State of California, Office of Technology Services (OTech). IBM is dependent on OTech allowing IBM to run the batch jobs and on-line transactions necessary to extract the data defined in this SOW. Any costs imposed by OTech for this service for usage of the host will be the responsibility of the County of Riverside.
- This Statement of Work does not include any 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.

## **8. Electronic Signatures**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

## **9. Statement of Work – Approval**

This Statement of Work has been jointly prepared by IBM and Riverside County (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

*Karen S. Spiegel*

*06/08/21*  
Date

*John McCready*

May 21, 2021  
Date

Chair of the Board

**KAREN SPIEGEL**

John McCready  
CWS/CMS Project Executive  
IBM

FORM APPROVED COUNTY COUNSEL  
BY *Kristine Bell-Valdez* DATE

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*

DEPUTY



