

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY


Contract Number
 16-227 A-3

SAP Number
 4400007134

Children and Family Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	International Business Machines Corporation
Contractor Representative	John McCready, CWS/CMS Project Executive
Telephone Number	(916) 567-2189
Contract Term	July 1, 2016 through November 30, 2026
Original Contract Amount	\$297,430
Amendment Amount	\$368,547.50
Total Contract Amount	\$665,977.50
Cost Center	5011001000

Briefly describe the general nature of the contract:

Amendment No. 3, effective December 1, 2020, to Contract No. 16-227 (Statement of Work Agreement No. 1501) with International Business Machines Corporation to provide ongoing data download support services for the Child Welfare Services/Case Management System, increasing the total contract amount by \$368,547.50, from \$297,430 to \$665,977.50, and extending the contact period by six years, for the total contract period of July 1, 2016 through November 30, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

Julie Surber, Principal Assistant County Counsel

April 14, 2021

Date

Reviewed for Contract Compliance

Jennifer Mulhall-Daudel, HS Contracts

April 13, 2021

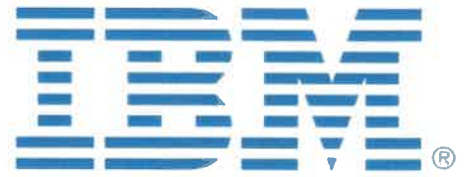
Date

Reviewed/Approved by Department

Marlene Hagen, Director

April 14, 2021

Date



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

**Statement of Work 1501
County of San Bernardino**

CWS/CMS – DB2 Download On-going Support

March 4, 2021

Version 5.0





Table of Contents

1. Introduction.....	1
2. Purpose and Scope	1
3. Roles and Responsibilities	1
3.1. IBM.....	1
3.1.1. <i>Roles and Responsibilities</i>	1
3.2. County of San Bernardino.....	2
3.2.1. <i>Roles and Responsibilities</i>	2
4. Security	2
5. Completion Criteria	2
5.1. Period of Performance	2
6. Invoicing and Payment Provisions	3
6.1. Effort Estimates.....	3
6.2. Hourly Rates	3
6.3. Pricing Summary.....	4
7. Termination of Agreement.....	6
8. Statement of Work – Approval	6



1. Introduction

This Statement of Work 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. 31 on December 30, 2020.

2. Purpose and Scope

The County of San Bernardino has requested IBM to provide support for on-going downloads of its CWS/CMS DB2 data.

As part of 'Base Services' provided under this SOW, IBM will make these monthly extracts available on DASD provided by the State of California, Office of Technology Services (OTech) that hosts the CWS/CMS application on its mainframe. The County of San Bernardino will make arrangements with OTech to retrieve the extracts using a secure file transmission mechanism.

Moreover, as part of 'Database Change Services' provided under this SOW, IBM will work with the County staff to modify the data structure of the extracts to make it compatible with the DB2 database changes that are implemented as part of the new releases of CWS/CMS each year.

IBM will provide services under this Statement of Work from July 01, 2016 through November 30, 2026. Support and development will be provided at IBM location(s). This Statement of Work does not anticipate travel to be required for meetings with any County of San Bernardino personnel.

3. Roles and Responsibilities

3.1. IBM

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

IBM resources will require up to 199 labor hours in each fiscal year as described in Section 5.0 to complete all 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.
- Extract County of San Bernardino's data from the CWS/CMS production database in DB2 unload format to sequential datasets stored on OTech mainframe DASD and provide technical support for problems related to these extracts
- Inform the County of San Bernardino when the extracted data is ready for retrieval by the County.
- Provide advance notice of changes to the CWS/CMS database, due to future releases, at least 30 calendar days prior to their implementation.
- Provide DB2 Data Definition Language (DDL) updates for any changes to the current CWS/CMS database structures.



- Provide test records for all changed database tables to facilitate testing of the changes to the extracts, prior to implementation of database changes due to a future release.
- Provide updated entity-relationship (ER) diagrams for the CWS/CMS application and the new updated version of xTools at least 30 calendar days prior to the implementation of database changes to the CWS/CMS database.

3.2. County of San Bernardino

3.2.1. Roles and Responsibilities

The County of San Bernardino 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.
- Retrieve the extracts using a secure transmission mechanism when notified by IBM that the monthly extracts are ready.
- Own all data and DDL updates generated as part of this Statement of Work and be responsible for on-going support of this data and DDL updates beyond this Statement of Work.
- Provide all hardware and software required to develop, implement, and maintain the data on its server.
- Provide network connectivity and bandwidth needed for retrieval of the extracts.

4. Security

The County of San Bernardino 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 San Bernardino'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 San Bernardino.

5. Completion Criteria

This Statement of Work will be considered complete when the extract through the month of November 2026 has been made available for retrieval by the County of San Bernardino.

5.1. Period of Performance

This Statement of Work is estimated to begin on July 1, 2016 and to be completed by November 30, 2026.



6. Invoicing and Payment Provisions

The total price for the delivery of Services under this Statement of Work will not exceed \$665,977.50 for the duration of the SOW (July 1, 2016 through November 2026). This not-to-exceed price assumes that database changes associated with a new release of CWS/CMS will not be required more than once for each three-monthly period that is within the period of performance of this SOW.

6.1. Effort Estimates

The annual effort estimates for the 'Base Service' requirements of this Statement of Work are as follows:

Professional Service Categories	Effort Hours
Application Developer	60 Hours
Consultant	9 Hours
Data Entry	12 Hours
Total Base Services	81 Hours

The effort estimates for each 'Database Change Service' requirement of this Statement of Work is as follows:

Professional Service Categories	Effort Hours
Application Developer	50 Hours
Consultant	8 Hours
Data Entry	1 Hours
Total Database Changes Services	59 Hours

6.2. Hourly Rates

The rates for professional services that are listed for each fiscal 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 will apply for the services provided under this SOW. These rates have been reproduced below for convenience for the duration of the SOW:

Professional Service Categories	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Application Developer	231	231	231	231	231	231	231	231	231	231
Consultant	274	274	274	274	274	274	274	274	274	274
Data Entry	79	79	79	79	79	79	79	79	79	79

6.3. Pricing Summary

The pricing summary for the services provided under this Statement of Work will be as follows:



Statement of Work 1501 - County of San Bernardino



Service Categories	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26 (Thru 11/30/2020)
Total Data Download Services	\$17,274.00	\$17,274.00	\$17,274.00	\$17,274.00	\$17,274.00	\$17,274.00	\$17,274.00	\$17,274.00	\$17,274.00	\$ 12,955.50
Total Database Change Services - First Change	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$ 13,821.00
Total Database Change Services - Second Change	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$ 13,821.00
Total Database Change Services - Third Change		\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	
Total Database Change Services - Fourth Change		\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	\$13,821.00	
Total Services	\$44,916.00	\$72,558.00	\$72,558.00	\$72,558.00	\$72,558.00	\$72,558.00	\$72,558.00	\$72,558.00	\$72,558.00	\$ 40,597.50
Grand Total Not-to-Exceed										\$ 665,977.50

Quarterly Charges for Base Services	\$4,318.50	\$4,318.50	\$4,318.50	\$4,318.50	\$17,274.00
--	-------------------	-------------------	-------------------	-------------------	--------------------

Note: Database Change Services may be required for each release of CWS/CMS that is rolled out in production. These releases are typically rolled out in the months of January, April, July and October. Starting with FY 17/18, it was decided by the State of California to increase the frequency of these releases from two to four in each year.

The County will be billed for the 'Base Services' charges each fiscal year in four equal quarterly payments at the end of each quarter in September, December, March and June respectively over the duration of this SOW as shown above.

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.

Payment terms will be net thirty (30) days.

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 San Bernardino by IBM.
- Effective March 24, 2006, the CWS/CMS database is being hosted by OTech. IBM is dependent on OTech allowing IBM to run the batch jobs and on-line transactions to extract the data defined in this SOW. Any additional costs imposed by OTech for the usage of the host or the provision of the DASD will be the responsibility of the County of San Bernardino.
- This Statement of Work does not include any travel expenses for meetings with the County of San Bernardino personnel.



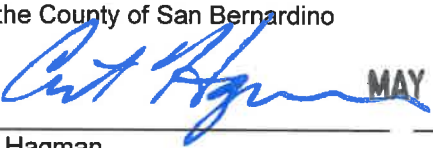

7. Termination of Agreement

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 San Bernardino chooses to terminate this Statement of Work, the County will reimburse IBM for the work performed up to the date of termination.

8. Statement of Work – Approval

This Statement of Work has been jointly prepared by IBM and the County of San Bernardino (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.

This Statement of Work may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Statement of Work. The parties shall be entitled to sign and transmit an electronic signature of this Statement of Work (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Statement of Work upon request.

For the County of San Bernardino	For IBM
	
MAY 04 2021	3/25/2021
Curt Hagman Chairman, Board of Supervisors County of San Bernardino	John McCready CWS/CMS Project Executive IBM
Date	Date

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNN MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy