



0401

County of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045

FAX: (408) 4544642

May 30, 2000

Agenda: June 13, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, California

REQUEST FOR ELECTRONIC DATA SYSTEMS CORPORATION CONSULTING SERVICES

Dear Members of the Board:

As you are aware, on June 22, 1999, your Board authorized the Human Resources Agency (HRA) to execute Amendment 10 to the contract with Electronic Data Systems Corporation (EDS) during FY 1999/2000. The amendment provides for continuation of the existing Joint Maintenance Services on a year to year basis until all Counties have been converted to the Welfare Case Data System(WCDS) CalWIN System.

Consistent with Section 11.2.19 of the existing contract, the purpose of this letter is to request your authorization for assessment services relating to the Services Management Access and Resource Tracking (SMART) system. The estimated amount for FY 1999/2000 separate consulting services shall not exceed \$50,000 and represents no additional county costs. Funds to accomplish this were previously approved in the FY 1999/2000 budget however the required contract amendment was not executed.

SMART is a PC-based database management system that provides participants with a single point of entry across multiple programs, maintains participant history and tracks outcomes of services provided. The system is jointly maintained by the WCDS Counties. EDS offers assessment and training services to assist HRA in determining whether the system will meet agency information management objectives.

IT IS THEREFORE RECOMMENDED that your Board approve an increase to Contract #90071 with Electronic Data Systems Corporation in an amount not to exceed \$50,000 for Services Management Access and Resource Tracking (SMART) system consulting services.

BOARD OF SUPERVISORS

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AGENDA: June 13, 2000

Contract #90071 with Electronic Data Systems Corporation

Page Two

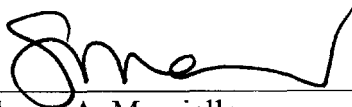
Very truly yours,



CECILIA ESPINOLA
Administrator

CE/RT/FB-ADD EDS-99-00-BOS

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
County Counsel
Auditor-Controller
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 5/26/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and, Electronic Data Systems Copr., PO Box 1890, Rancho Cordova, CA 95741 (Name & Address)
2. The agreement will provide ~~maintenance, enhancements, updates to Welfare Case Data System~~
GAIN Information Systems
3. The agreement is needed to cover separate services for assessments related to SMART
implementation
4. Period of the agreement is from 7/1/99 to 6/30/00
5. Anticipated cost is \$ 24,376 RS ~~196,376~~ (incr of \$50,000) (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Encumbrance increase for separate services. Contact: R Trenowski x 4047
Contract period 7/1/91 - 6/30/00 (no change)
7. Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations available and have been encumbered. t N o . 90071 Date 5/31/00
are not will be

GARY A. KNUTSON, Auditor - Controller

By [Signature] k m - - Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
HRA Administrator to execute the same on behalf of the Human Resources Agency
(Agency).

Remarks: ES (Analyst)

County Administrative Officer
B [Signature] Date 6/1/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

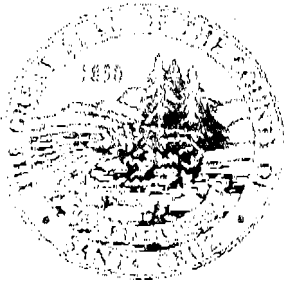
ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

County Administrative Officer
By _____ Deputy Clerk

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Santa Cruz County

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Human Resources Agency

1000 Emeline Avenue
Santa Cruz, California USA 95060
(831) 454-4130 Voice
(831) 4544642 Fax

Fax

To: Alicia Murillo**From:** Ron Trenowski**Fax:** x2327**Pages:** 12**Phone:** X4047**Date:** 06/05/00**Re:** Amendment 10 to WCDS Contract**CC:** DeAnne Alcorn

- Comments: Select this text and delete it or replace it with your own.

See page 5 of the attached Amendment 10 Paragraphs 6 and 7 of the amendment change the Separate Services paragraphs of the original WCDS contract with EPS as 11.2.18 and 11.2.19. The current BOS letter increases the contract for additional Separate Services as described in those paragraphs. The consulting services were for assessment and training related to SMART, a system jointly maintained by the WCDS consortium.

Call Deanne Alcorn at x4189 or me at x4047 if you have additional questions – thanks.

SHOULD YOU HAVE ANY TECHNICAL PROBLEMS RELATIVE TO THIS FACSIMILE TRANSMISSION, PLEASE, CALL OUR TRANSMISSION POINT AT (831) 454-4130

Warning: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If YOU are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately and return the original message to us at our expense.

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AMENDMENT TEN TO THE AGREEMENT BETWEEN
THE CALIFORNIA CASE DATA SYSTEM COUNTIES
AND
ELECTRONIC DATA SYSTEMS CORPORATION
FOR THE
MAINTENANCE OF A COMPUTERIZED WELFARE CASE DATA SYSTEM.

This is an amendment ("Amendment 10") to the agreement, as amended (the "Agreement"), between the California Counties of Santa Clara, San Mateo, San Diego, Sonoma, Santa Cruz, Fresno, Tulare, Solano, City and County of San Francisco, San Luis Obispo, Contra Costa, Placer, Alameda, Yolo, Orange, Santa Barbara, and Sacramento, and Electronic Data Systems Corporation, which commenced on July 1, 1991 for an initial period of three years. Subsequent to the Agreement, a first amendment dated July 1, 1992, a second amendment dated July 1, 1993, a third amendment dated July 1, 1993, a fourth amendment dated July 1, 1994, a fifth amendment dated July 1, 1995, a sixth amendment dated July 1, 1995, a seventh amendment dated July 1, 1996, an eighth amendment dated July 1, 1997, and a ninth amendment dated July 1, 1998 have been executed. The Agreement, plus the nine amendments are collectively referred to as the "Agreement".

Effective December 31, 1995 Marin County terminated its participation in the Agreement, reducing the total number of counties to eighteen (18), and the number of small counties to five (5).

Effective July 1, 1998 Nevada County terminated its participation in the Agreement, reducing the total number of counties to seventeen (17), and the number of small counties to four (4).

WHEREAS, the Counties and EDS wish to exercise their option to extend the term of the agreement;

WHEREAS, the Counties and EDS desire to maintain the number of hours authorized for Joint Services for the year beginning July 1, 1999;

WHEREAS, the Counties and EDS desire to add two optional billing rates to the existing billing rate;

WHEREAS, the Counties and EDS desire to add a millennium compliance warranty;

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WHEREAS, The Counties and EPS desire to add a software licensing provision, granting the use of proprietary EDS software in support of the maintenance, development, and operations of the Welfare Case Data Systems (WCDS) including the Services Management Access Resource Tracking (SMART) subsystem;

WHEREAS, The Counties and EDS desire to modify the insurance provisions of the Agreement requiring that the EDS employer liability insurance and the EDS performance bond be acquired from a rated company.

NOW, THEREFORE, it is agreed as follows:

1. By Amendment 9, Section 2.3 of the Agreement has been modified to extend the term of the Agreement on an annual basis, at Counties option, until systems jointly maintained under this Agreement have been replaced in all Counties by automation funded through the California Statewide Automated Welfare System (SAWS) strategy.
2. Pursuant to Section 1.3, as amended by Amendment 9, the Counties hereby exercise their annual option to extend the term of the Agreement by one year so that this Agreement shall expire on June 30, 2000,
3. Section 14.1 of the Agreement is modified to read;

14.1 Maximum Contractual Obligation:

It is mutually understood that; for contract year 1, beginning July 1, 1991 and ending June 30, 1992, of the Agreement, Counties will appropriate \$2,958,600 to cover the costs under this Agreement. It is mutually understood that for contract year 2, beginning July 1, 1992 and ending June 30, 1993, of the Agreement, Counties will appropriate \$3,257,592 to cover the costs under this Agreement. It is mutually understood that for contract year 3, beginning July 1, 1993 and ending June 30, 1994, of the Agreement, Counties will appropriate \$3,257,592 to cover the costs under this Agreement. It is mutually understood that for contract option year 1, beginning July 1, 1994 and ending June 30, 1995, of the Agreement, Counties will appropriate \$3,257,592 to cover the costs under this Agreement. It is mutually understood that for contract option year 2, beginning July 1, 1995 and ending June 30, 1996, of the Agreement, Counties will appropriate \$4,814,842 to cover the costs under this Agreement. It is mutually understood that for contract option year 3, beginning July 1, 1996 and ending June 30, 1997, Counties will

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appropriate \$3,750,812 to cover the costs under this Agreement, It is mutually understood that for contract option year 4, beginning July 1, 1997 and ending June 30, 1998, Counties will appropriate \$4,424,320 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 1998 and ending June 30, 1999, Counties will appropriate \$5,656,800 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 1999 and ending June 30, 2000, Counties will appropriate \$5,656,800 to cover the costs under this agreement, Notwithstanding any other provisions of the Agreement, the parties agree that at such time that the amount which Counties pay or become obligated to pay EDS for services rendered pursuant to this Agreement totals the amount appropriated, Counties may terminate the services of EDS pursuant to this Agreement, in which event Counties' total obligation to EDS for all services rendered pursuant to this Agreement shall not exceed the appropriated amount. In the alternative, at Counties' option, Counties may appropriate additional funds to pay for services pursuant to this Agreement, in which event EDS will continue to be obligated to perform at the rate set forth in this Agreement until such additional appropriation is exhausted (but not to exceed the term of this Agreement and any extensions hereto) .

The obligation of Counties under this Agreement shall be contingent upon the availability of State and Federal funds for the reimbursement of Counties' expenditures. In the event that such funding is terminated or reduced, Counties' Contract Officer may terminate this Agreement or reduce Counties' maximum obligation set forth in this section.

4. Section 14.3.1 of the Agreement is modified to read;

14.3.1 The existing Billing Rate for twelve (12) months beginning July 1, 1999 shall be (\$80.00) per hour of service rendered by EDS. This rate shall include the following services: system joint maintenance, technical revisions to the system, and staff training.

The maximum number of billing hours of service is:

- 1) 40,000 hours of service for the period July 1, 1991 through June 30, 1992; and,

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- 2) 44,800 hours of service for the period July 1, 1992 through June 30, 1993; and,
- 3) 44,800 hours of service for the period July 1, 1993 through June 30, 1994; and,
- 4) 44,800 hours of ~~service~~ for the period July 1, 1994 through June 30, 1995; and,
- 5) 69,600 hours of ~~service~~ for the period July 1, 1995 through June 30, 1996; and,,
- 6) 52,900 ~~hours~~ of service for the period July 1, 1996 through June 30, 1997; and,
- 7) 62,000 hours of service for the period July 1, 1997 through June 30, 1998; and,
- 8) 64,700 hours of ~~service~~ for the period July 1, 1998 through June 30, 1999; and,
- 9) 64,700 hours of ~~service for~~ the period July 1, 1999 through June 30, 2000.

Counties may elect to use, with prior agreement with EDS, Data Engineering Specialist services for data ~~base~~ services, rendered by qualified EQS staff as defined in Section 2.18, at the rate of \$125 per hour. Counties may also elect to use, with prior agreement with, EDS, Business ~~Consultant~~ services for business engineering, industry ~~based~~ modeling, ~~workflow~~ analysis, and business and technology planning rendered by qualified EDS staff as defined in Section 2.19, at the rate of \$150 per hour. Use of the above services will not increase the maximum amount of contractual obligation.

5. Section 11.1 naming key personnel who will serve' continuously throughout the term of ~~this~~ Agreement shall be modified to read:

<u>Designated Individual</u>	<u>Position</u>
Marybeth Ryden	Account; Executive
Maureen Finmand	Account Manager
Denise Kempf	operations Manager
Lois Reed	Welfare Analyst
Pat Norwood	Systems Engineering
	Supervisor
Bob Nakano	Sr. systems Engineer

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6. Section 2.18 ~~is~~ added to the Agreement and provides: Data Engineering Specialist services include but ~~are~~ not limited to ~~mean~~ implementing database management ~~systems~~, performing logical and physical database design, tuning database performance, integrating multiple databases including relational databases, distributing data, and data administration. Data Engineering Specialist services ~~shall~~ be provided by ~~staff~~ with a minimum of five (5) years experience in large systems, such as the Client Data System (CDS) and with at ~~least~~ (3) years experience ~~in~~ Data Engineering with large, complex ~~databases~~.
7. Section 2.19 ~~is~~ added to the agreement and provides: ~~Business Consultant~~ services include but are ~~not~~ limited to mean creating strategic and tactical ~~business~~ and technology plans, conducting ~~workflow~~ analysis, business process engineering, and using/creating industry based business and technical models. ~~Business Consultant services~~ shall be provided by staff with a minimum of five (5) years experience in business engineering and technology planning as a Business Consultant and with a minimum ~~of~~ three (3) ~~years~~ experience in Welfare and Employment Services systems.
- a. Section 11.2 Duties of EDS - - Joint Services: is modified to add Section 11.2.17 which provides:
 - 11.2.17 Millennium Compliance. EDS warrants the WCDS software maintained ~~under~~ this Agreement, in whole, and all its subsystems, ~~shall~~ accurately ~~process~~, without error, date and time data (Including, but not limited to calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and ~~the~~ years 1999 and 2000, and Leap year calculations, to the extent that other information technology, ~~used in~~ combination with the information ~~technology~~ being used by EDS, under this agreement, properly exchanges date and time data with it. The COUNTIES, and each county, acknowledge and agree that in no ~~event~~ will EDS be ~~responsible~~ for: (1) changes, modifications, updates, ~~or~~ enhancements made to the software ~~or~~ systems by ~~parties~~ other than by EDS (including COUNTIES or any COUNTY); (2) any inaccuracies, delays, interruptions, or errors caused by software ~~or~~ systems provided by any third parties interfacing or doing ~~business~~ with COUNTIES ~~or~~ any COUNTY that EDS is requirsd to interface with in EDS' performance of the services hereunder; (3)

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any inaccuracies, delays, interruptions, or errors occurring as a result of incorrect data or data from telecommunication systems not under the reasonable control of EDS; or (4) any inaccuracies, delays, interruptions, or errors occurring as a result of incorrect data or data from other systems, software, hardware, processes, or third parties provide in a format that is inconsistent with the format and protocols established for WCDS, including date data in two-digit format or windowing. The parties acknowledge and agree, that for the purposes of the Agreement, windowing is a technique used to derive a century from a two-digit date using a pre-defined rule. In no event will EDS be responsible to COUNTIES, any COUNTY, or third parties for any indirect or consequential damages or amounts for loss of income, profits, or savings arising out of or relating to Year 2000 compliance or performance of Year 2000 work. Notwithstanding any provision to the contrary herein, the remedies available to COUNTIES under this warranty shall include, but not be limited to, repair or replacement at EDS' expense of any part of WCDS whose non-compliance is discovered and made known to EDS within ninety (90) days after the date of acceptance for new or revised WCDS programming on or after March 31, 2000, whichever date is later. Nothing in this warranty shall be construed to limit any rights or remedies the COUNTIES may otherwise have under this Agreement with respect to defects other than Year 2000 performance.

3. Section 20.7 of the Agreement is modified to read:

20.7 Throughout the term of this Agreement, EDS, at its sole cost, shall maintain in full force and effect a policy of Statutory California Workers' Compensation coverage including broad form all-states coverage, and a policy of Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence, issued by a company or companies which hold a current policy holder's alphabetic and financial size category rating of not less than AV, according to Best's Key Rating Guide.

10. Section 21.1 of the Agreement is modified to read:

21.1 Throughout the term of this Agreement, EDS shall maintain and file with the Counties, a performance bond

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in the amount of two million dollars (\$2,000,000), issued by a company that is a California admitted surety, with either a current A.M. Best rating of A IV or a current Standard and Poors (S&P) rating of **A**, and in such format as are reasonably acceptable to Counties. The filing with the Clerk of a Court of the State of California or the United States of a complaint against EDS seeking damages for failure to properly perform the sex-vices specified in **this Agreement**, together with service by mail on the surety company or on the financial institution of a copy of said complaint shall constitute perfection of the filing requirements of Counties' claim against the bond. Failure of EDS to maintain said bond shall be a material breach of this Agreement and shall constitute grounds for Counties to immediately terminate this Agreement. Counties are assured compliance has taken place, Nothing in this Section 21.1 shall be construed as diminishing or altering the rights of Counties to pursue any other legal or equitable remedies.

11. Section 31, COPYRIGHT ACCESS/SOFTWARE AND OWNERSHIP RIGHTS is modified to add Section 31.4 which provides:

31.4 EDS also agrees that upon termination of the Agreement, EDS grants to the COUNTIES a perpetual, royalty-free, nonexclusive, and irrevocable license to reproduce and use, and to authorize others to use, on behalf of COUNTIES and as successors to EDS, for purposes of maintenance, operations, and development of WCDS software, the EDS Family and Employment Services Class Library and any modifications thereof and associated documentation used in the development, maintenance, or operations of the SMART subsystem.

12. Except as noted above, all other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 10 to be executed by their respective authorized representatives.

Electronic Data Systems Corporation

Dated: 5/24/99

By Marybeth Ryden
Marybeth Ryden
Vice President
State and Local Government

Amendment Ten to the EDS Contract for Maintenance of the
 WCDS System
 Effective July 1, 1999 through June 30, 2000

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ATTEST:

COUNTY OF SANTA CLARA

Phyllis A. Perez
 PHYLLIS A. PEREZ
 Clerk of the Board of Supervisors
 Dated: _____

By Pete McHugh
 Chair Board of Supervisors
 PETE MCHUGH
 Approved as to Form and Legality

Date June 8, 1999
Susan G. Lavenberg
 Assistant County Counsel

ATTEST:

COUNTY OF SAN MATEO

Jonathan
 Dated: JUN 29 1999

By Mary Higgins
 President, Board of Supervisors

(Approved and/or authorized by the Board
 of Supervisors of the County of San Diego
 Date 7/20/99 Minute Order No. 6
 THOMAS J. PASTUSZKA
 Clerk of the Board of Supervisors
 By M. Egan
 Deputy Clerk

ATTEST:

COUNTY OF SAN DIEGO

 bated: _____

By Thomas J. Paul
 Clerk of the Board of Supervisors
 APPROVED AS TO FORM AND LEGALITY
 COUNTY COUNSEL

BY Star
 SENIOR DEPUTY

ATTEST :

COUNTY OF SONOMA

Yusef
 Dated: 6-28-99

By Michael D. Cale
 Chairperson, Board of Supervisors

By James M. [Signature]
Deputy

55/5/55

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ATTEST :

COUNTY OF TULARE

Jessie Cotton
DEPUTY CLERK

Dated: JUN 29 1999

By *[Signature]*
Chairperson, Board of Supervisors

ATTEST:

COUNTY OF SANTA CRUZ

By Cecilia Espinoza
Administrator
Human Resources Agency

Dated: % 6/24/99

APPROVED AS TO FORM:

Joe M. Scott
County Counsel

ATTEST:

COUNTY OF FRESNO

ATTEST: COUNTY OF FRESNO

Vyone Hutter, Deputy BY Sharon Lewis
Chairperson, Board of Supervisors

Dated: JUN 29 1999

Dated: JUN 29 1999

ATTEST:

COUNTY OF SOLANO

Mrs. Pauline

Dated: 07-12-99

By J. L. L. L. L.
Chairperson, Board of Supervisors

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ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

approved at the 4/24/99 Regular Meeting of the Board of Supervisors
Debbie Garidel, Contra Costa County
Joe Marie Harrison

By *Joe Marie Harrison*
 President, Social Services
 Commission

Dated: 4/24/99
 ATTEST:

COUNTY OF SAN LUIS OBISPO

JULIE L. RODEWALD

By *Julie L. Rodewald*
 Chairperson, Board of Supervisors

Dated: JUL 13 1999

By *May A. Toepke*
 Deputy County Counsel

By *Cherie Auger*
 Deputy Clerk

Dated: June 14, 1999

ATTEST:

COUNTY OF CONTRA COSTA

DEBBIE GARIDEL
 DEPUTY COUNTY CLERK
 Contra Costa County, California

By *Debbie Garidel*
 Chairperson, Board of Supervisors

Dated: 8/3/99

ATTEST:

COUNTY OF PLACER

Christinette Sharp

By *Debbie Garidel*
 Chairperson, Board of Supervisors

Dated: 7/27/99

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ATTEST:

COUNTY OF ALAMEDA

Leslie Burns
 Dated: JUN 29 1999

By *Wilma Lee*
 Chairperson, Board of Supervisors

ATTEST:

COUNTY OF YOLO Agr #99-201

Patty Cuttender
 Dated: June 29, 1999

By *M.H. McGowan*
 Chairperson, Board of Supervisors



SIGNED AND CERTIFIED THAT A COPY OF
 THIS DOCUMENT HAS BEEN DELIVERED TO
 THE CHAIRMAN OF THE BOARD

ATTEST: *Susan Noah*
 DARLENE L. BLOOMER 7/22/99 #1147
 CLERK OF THE BOARD OF SUPERVISORS
 ORANGE COUNTY, CALIFORNIA

Dated: 6/22/99

COUNTY OF ORANGE

By *Charles V. Smith*
 Chairperson, Board of supervisors
 APPROVED AS TO FORM
 Laurence M. Watson, County Counsel
 ORANGE COUNTY, CALIFORNIA

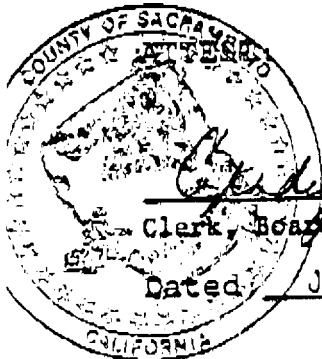
By *John F. Mc*

ATTEST:

COUNTY OF SANTA BARBARA

Jeanne Bisbee
 Dated: August 17, 1999

By *Doni Schwartz*
 Chairperson, Board of Supervisors



Gregory H. Turner
 Clerk, Board of Supervisors

Dated: July 27, 1999

COUNTY OF SACRAMENTO

By *Muriel Johnson*
 Chairperson, Board of Supervisors