

OPERATIONAL AGREEMENT NUMBER 18-0014-03 Date: _____

**BY AND BETWEEN
COUNTY OF FRESNO OFFICE OF THE DISTRICT ATTORNEY
AND COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOR
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM CONSULTING AND
TRAINING SERVICES**

Electronic Suspected Child Abuse Report System (eSCARS) Operational Agreement
(hereinafter referred to as Agreement).

This Agreement is made and entered into this 9th day of April 2019, by and between

County of Fresno Office of the District Attorney
hereinafter referred to as "CFDA"

and

County of Los Angeles Department of Children and Family Services
hereinafter referred to as "LAC DCFS"

RECITALS

WHEREAS, all parties of this Agreement are public governmental entities and are tax exempt under 501 (c) (3) of the Internal Revenue Code; and

WHEREAS, LAC DCFS warrants that it possesses the competence, expertise, and personnel necessary to provide such consulting services; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish guidelines for consultation and training services by LAC DCFS to assist the County of Fresno in their acquisition, development, and implementation of their eSCARS application to streamline and automate mandated reporting of suspected child abuse.

II. GENERAL TERMS

1. The term of this Agreement shall be effective upon County of Los Angeles Board approval, or the date of execution by all parties, whichever is later, and shall expire one year from the effective date, with an option to extend for two additional one-year options, unless terminated earlier.
2. This Agreement may be modified or amended by written consent of all parties.
3. Either party may terminate this Agreement at any time, but will endeavor to give the other parties thirty (30) days prior written notice.

III. OVERVIEW/BACKGROUND

The Child Abuse and Neglect Reporting Act (CANRA) requires any mandated reporter who has knowledge of or observes a child, in their professional capacity or within the scope of their employment, whom they know or reasonably suspect has been the victim of child abuse or neglect, shall report the suspected abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident [California Penal Code Section 11166(a)]. Written mandated reports are made by completing the Suspected Child Abuse Report (SCAR). The current system of sharing SCARs among designated agencies is a manual and labor-intensive process that is error prone and does not ensure the consistent and timely sharing and coordination of information.

County of Los Angeles developed and implemented the eSCARS, a secure, web-based application, to streamline and automate cross reporting allegations of suspected child abuse and neglect among all affected agencies to comply with the CANRA. The eSCARS application links LAC DCFS, County of Los Angeles Sheriff's Department, and 45 independent law enforcement agencies in the County of Los Angeles, the District Attorney's Office, and other relevant government agencies with each other. The eSCARS supports the secure electronic transmission and receipt of SCARs, and achieves operational efficiencies by reducing reporting backlogs, errors, and costs of manual, paper based processes.

The California Governor's Office of Emergency Services (CalOES), Victim Services and Public Safety Branch awarded federal Children's Justice Act (CJA) funds to CFDA to develop and implement an Electronic System (ES) Program similar to the

County of Los Angeles' eSCARS application. LAC DCFS shall consult CFDA on development and implementation of their eSCARS application.

IV. CONSULTATION AND TRAINING

LAC DCFS shall provide up to 240 hours annually to CFDA for consultation and training services during the term of this Agreement. The aggregate total of services provided by LAC DCFS staff to CFDA shall not exceed 720 hours during the three-year term of this agreement.

V. INVOICES AND PAYMENTS

1. The cost for consultation and training services will be billed at the rate set forth in the attached Pricing Sheet (Exhibit B-1) and Budget Narrative (Exhibit B 2) for consulting services, training services, and travel time for the following classification of staff, hereinafter known as "Consultant(s)":
 - Principal Information Systems Analyst
 - Senior Information Systems Analyst
 - Information Technology Supervisor
 - Information Technology Specialist
 - Principal Application Developer
2. The compensation rate does not include travel expenses, inclusive of lodging, transportation costs, airfare, and per diem sums incurred by Consultants in accordance with cost reimbursement guidelines applicable within LAC DCFS (Exhibit A). These line-item costs shall be annotated on invoices by LAC DCFS staff members, and shall be reimbursed by counties receiving the services. If these line-item costs are not allowable by the CJA federal funding, CFDA shall be obligated to fund them from other eligible funding sources.
3. CFDA shall reimburse LAC DCFS for any hours that eSCARS consultant staff dedicate exclusively for an CalOES SCARS grant county's benefit, including hours spent in meetings, trainings, and travel.
4. For work performed in accordance with the terms of this Agreement, LAC DCFS shall invoice CFDA monthly for the specified rate of compensation and line-item costs for the services rendered in the previous month. LAC DCFS shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the services were rendered.
5. CFDA shall review and pay LAC DCFS invoices within 30 days of receipt of the invoices and shall notify LAC DCFS of any discrepancies noted on the invoice in writing within 30 days from the date of receipt. LAC DCFS will be allowed 30 business days to provide any additional documentation to address the discrepancies. For disputed charges only the obligation to pay invoices within 30

days of receipt shall be extended for additional 30 days past the date of resolution of discrepancies raised by CFDA in good faith.

6. LAC DCFS shall submit the completed original monthly invoice to the address below:

- For services provided to CFDA at:

Attention: Stephen Rusconi, Business Manager
County of Fresno Office of the District Attorney
2220 Tulare Street, Suite 1000
Fresno, CA 93721

VI. CFDA RESPONSIBILITIES

1. CFDA shall obtain a copy of LAC DCFS eSCARS source code and technical documentation to deploy the eSCARS application within their own information technology environments;
2. CFDA shall work with LAC DCFS in their replication of the eSCARS technical environment so that LA County Consultants can effectively advise and support the CFDA ES Program development efforts;
3. CFDA shall coordinate their eSCARS project implementations with their required participating entities (i.e., the County's District Attorney's Office, Child Welfare Department, and Sheriff's Office);
4. CFDA shall be responsible for coordinating eSCARS training for their key managers and program staff, including training materials and locations;
5. CFDA provide leadership, oversight and support to ensure project success; and
6. CFDA shall be responsible for ongoing maintenance and support of their eSCARS application.

VII. LAC DCFS RESPONSIBILITIES

1. LAC DCFS shall provide CFDA with a copy of LAC DCFS's eSCARS source code and technical documentation;
2. LAC DCFS shall provide consultation services to CFDA to support the implementation of their respective eSCARS applications;
3. LAC DCFS shall consult CFDA with the development of end user guidelines and training materials, and conduct train the trainer sessions for key managers and program staff who in-turn will train users; and

4. LAC DCFS shall provide CFDA any updates or upgrades to the eSCARS source code so they can take advantage of new system functionality and features.

VIII. LIABILITY

LAC DCFS and CFDA understand and agree that, except as otherwise noted in this Agreement or allowed by California law, they will each be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

IX. INSURANCE REQUIREMENTS

LAC DCFS and CFDA shall each maintain their own expense insurance and general liability coverage satisfying the requirements for liabilities which may arise from or relate to this Agreement.

X. CONFIDENTIALITY

All parties to this Agreement shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, their policies concerning information technology security and the protection of confidential records and information.

All parties to this Agreement shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of California Welfare and Institutions Code §§ 827 and 10850, as well as California Department of Social Services Manual of Policies and Procedures Division 19.

The eSCARS is designated to comply with California law in the area of protecting children and preventing child abuse or neglect. By adopting the best practices set forth in this document and fulfilling all responsibilities herein, the parties act on behalf of the children of LAC DCFS and CFDA to keep them safer through a commitment to act collectively and with commitment to assist one another in advancing the child protection mission of each agency.

XI. MODIFICATIONS

Any changes or modifications to the Agreement shall be submitted to the other Parties for consideration at least ninety (90) days prior to the Agreement end date. This Agreement may be modified or amended only upon the mutual written consent of the Parties and, if applicable, upon approval of their respective Boards of Supervisors or their delegates.

XII. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Parties unless authorized by each Party in writing.

XIII. TERMINATION

In addition to any other remedies or rights it may have by law, each Party has the right to terminate this Agreement without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of agreement, any misrepresentation, or fraud on the part of the Party. Termination with or without cause by any Party shall relieve all Parties of all further obligations towards the withdrawing Party except for any outstanding financial payment for services rendered prior to such termination.

XIV. AUTHORITY

The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

XV. INDEMNIFICATION PROVISIONS

1. The Parties agree that, pursuant to Government Code 895.4, each of the Parties shall fully indemnify, and hold the other party's officers, board members, employees and agents, special districts harmless from any claim, expense or cost (including attorneys' fees), damage or liability imposed for injury, occurring by reason of that party's negligent acts, omissions, or willful misconduct of its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party relating to this Agreement.
2. Notwithstanding any other provision in this Agreement and to the fullest extent allowed by law, County of Fresno and CFDA shall hold harmless County of Los Angeles from and against any and all claims, demands, suit actions, proceedings, judgments, losses, damages, injuries, penalties, costs (including attorneys' fees), expenses and liabilities resulting from claims that the eSCARS system, as operated by County of Fresno and CFDA, in whole or in any part, infringes the intellectual property rights of any third party, including without limitation copyrights, patents, or trademarks.
3. Notwithstanding any other provision in this Agreement and to the fullest extent allowed by law, County of Fresno and CFDA shall hold harmless County of Los Angeles from and against any and all claims, demands, suit actions, proceedings,

judgments, losses, damages, injuries, penalties, costs (including attorney's fees), expenses and liabilities resulted from the implementation and usage of eSCARS system in County of Fresno, in whole or in any part.

XVI. MANDATORY DISCLOSURE


LAC DCFS must disclose, in a timely manner, in writing to CFDA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. LAC DCFS is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

XVII. PROCUREMENT OF RECOVERED MATERIALS

LAC DCFS shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the LAC DCFS and the County of Fresno Office of the District Attorney has subscribed the same through its authorized officer, as of the day, month and year first above written. The person signing on behalf of the CFDA warrants that he or she is authorized to bind the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement for eSCARS codes and technical documents, consultation and support from LAC DCFS to assist in the design and implementation of CFDA's own Electronic Suspected Child Abuse Report Systems.



Nathan Magsig, Chairman of the Board of Supervisors
of the County of Fresno

4-9-19
DATE

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop

Deputy, County of Fresno

4-9-19
DATE

FOR ACCOUNTING USE ONLY:
ORG No.: 28623250
Account No.: 7295

By 

BOBBY D. CAGLE, Director
County of Los Angeles
Department of Children and Family Services

5/31/19
DATE

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

By David Beaudet

David Beaudet,
Senior Deputy County Counsel

5-9-19
DATE



JOHN NAIMO
AUDITOR-CONTROLLER

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ADDRESS ALL CORRESPONDENCE TO:
DISBURSEMENTS DIVISION
GENERAL CLAIMS SECTION
500 W. TEMPLE ST., ROOM 502
LOS ANGELES, CA 90012-3873

January 29, 2019

TO: Administrative Deputies
Fiscal Officers

FROM: Connie K. Chung, Chief
Disbursements Division

SUBJECT: **TRAVEL EXPENSE REIMBURSEMENTS EFFECTIVE
FEBRUARY 1, 2019**

Section 5.40.095 of the County Code allows for an annual adjustment of the maximum reimbursement rates for travel, meals, lodging, and incidental expenses based on a minimum annual change in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics. Specifically, the percentage change must be 3% or greater to cause a rate adjustment, or will be accumulated in the subsequent year(s) until that criteria is met. As of January 2019, the published changes in the CPI is as follows:

Calendar Year	Annual % Change	Cumulative % Change	Action
2017	2.1%	2.1%	No adjustment needed.
2018	1.9%	4%	Rate adjustment needed.

The cumulative annual percentage change of 4% now exceeds 3%. Therefore, the adjusted maximum reimbursable amounts for lodging and meals incurred on or after February 1, 2019 through January 31, 2020 are as follows:

LODGING: \$229.25 (plus corresponding taxes included on the receipt) for a single occupancy hotel accommodation.

Note: Hotel receipt is required, and must be submitted with the expense claim form.

MEALS: \$13.75 for breakfast, \$18.00 for lunch, and \$44.50 for dinner; not to exceed \$76.25 combined per day when authorized for all three meals.

An additional allowance for incidental expenses are claimable if the business conducted required presence in the following capital and primary cities:

Sacramento	\$15.75 per day
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Atlanta, Boston, Chicago, Dallas, Detroit, Houston, Miami, Minneapolis, New York, Philadelphia, Phoenix, San Diego, San Francisco, Seattle, Washington D.C.	\$80.25 per day
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Note: Except for Sacramento, the cities listed above are the primary cities of major metropolitan areas with populations exceeding 3,000,000 based on the latest decennial census of 2010.

Incidental expenses are only **claimable to the extent incurred**, and each claim shall be reviewed and approved on its own merits. Incurring expenses greater than the normal reimbursement amounts is not sufficient justification for approval of a claim. Generally, employees must demonstrate that additional incidental expenses were unavoidable or necessary for the efficient conduct of business.

Additional travel expense information:

Reimbursement for Portage (County Code \$5.40.060.C)	\$1.00 per day
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Sample Airport Parking Rates (receipt required)	See Attachment A
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Note that receipts and/or other reasonable documentation to support the employee's reimbursement claim should be retained and may be subject to audit.

In addition to this memo, travel related information and resources, such as policies, memos, FAQs, etc., can be accessed on the Travel Website at <http://travel.auditor.lacounty.gov>. For questions regarding this memo, please contact the Travel Administrative Unit at travel@auditor.lacounty.gov or (213) 974-8441.

CKC:KK:sg

Attachment

c: A-C Executive Management
A-C Shared Services Division
Matthew McGloin, CEO

AIRPORT LONG TERM PARKING INFORMATION
as of January 29, 2019

LAX (LOS ANGELES AIRPORT)

(310) 646-2911

1 World Way

Los Angeles, CA 90045

Lot E

\$12.00/Day

BURBANK-BURBANK AIRPORT AUTHORITY

(818) 840-8838

Standard Parking

2627 Hollywood Way

Burbank, CA 91505

Lot A

\$10.00/Day

Lot C

\$12.00/Day

LONG BEACH AIRPORT

(562) 425-9665

ABM Parking

4100 Donald Douglas Drive

Long Beach, CA 90808

Lot B

\$17.00/Day

ONTARIO AIRPORT

(909) 937-1240

Parking Concepts, Inc

Ontario, CA 91716

Lot 3

\$13.00/Day

Lot 5

\$11.00/Day

JOHN WAYNE (ORANGE COUNTY) AIRPORT

(949) 252-6260

Parking Concepts

18601 Airport Way

Santa Ana, CA 92707

Lot A1, A2, B2 and C

\$20.00/Day

Main Street Parking Lot

\$14.00/Day

Disclaimer: This material is given for general informational purposes only. LA County is not affiliated with and does not endorse the above-referenced organizations and resources.

PRICING SHEET

eSCARS Consultation with Fresno County

I. CONSULTANT COSTS – DCFS

Contract Year Detail – Contract Year April 1, 2019-March 31, 2020

DCFS Consultant Staff	# of Staff
Information Technology Manager II	1.0
Information Technology Supervisor	1.0
Principal Information Systems Analyst	1.0
Senior Application Developer	1.0

Salary Detail Across 2 Fiscal Periods*

Fiscal Period Detail			
DCFS Consultant Staff	# of Staff	(4/1/19-06/30/19)	(07/01/19-3/31/20)
Information Technology Manager II	1.0	\$70/hour	\$74/hour
Information Technology Supervisor	1.0	\$63/hour	\$67/hour
Principal Information Systems Analyst	1.0	\$61/hour	\$65/hour
Senior Application Developer	1.0	\$51/hour	\$54/hour
Total Salary Hourly Rate	4.0	\$245	\$260
Employee Benefits Hourly Rate		\$118	\$125
Total Salaries & Employee Benefits Hourly Rate		\$363	\$385
Consultant Average Hourly Rate (Total S&EB Rate)/4)		\$91	\$96
Contract Year Maximum Total @ Consultant Average Hourly Rate		\$10,920 (120 Hours)	\$11,520 (120 Hours)

For the Contract Year April 1, 2019 thru March 31, 2020, two (2) Fiscal Periods are spanned. The Los Angeles County eSCARS Consultant Staff will offer consultation to Fresno County as necessary and mutually agreed to up to a maximum of 240 hours (120 hours per Fiscal Year).

* Dollar amounts are rounded to nearest dollar

BUDGET AND BUDGET NARRATIVE

eSCARS Consultation with Fresno County

II. CONSULTANT COSTS – DCFS

Contract Year Detail – Contract Year April 1, 2019-March 31, 2020*

DCFS Consultant Staff	# of Staff	Consultant Tasks
Information Technology Manager II	1.0	The IT Manager II will oversee technical consultants, provide management guidance and review, and approve shared technical code and documentation.
Information Technology Supervisor	1.0	The IT Supervisor will oversee and provide technical advice, system architecture consultation, and database structure and design consultation.
Principal Information Systems Analyst	1.0	The Principal Systems Analyst will provide consultation to County administrators and managers on project planning, communications, and implementation and training planning. Will also be LA County Point of Contact to CalOES Grant Administrators and to County project managers and administrators regarding billing and fiscal inquiries.
Senior Application Developer	1.0	The Senior Application Developer will provide primary consultation to County development staff on application workflow, Windows Services, stored procedures, data tables, etc.

Fiscal Period Detail

Salary Detail**

DCFS Consultant Staff	# of Staff	(4/1/19-06/30/19)	(7/1/19-3/31/20)
Information Technology Manager II	1.0	\$70/hour	\$74/hour
Information Technology Supervisor	1.0	\$63/hour	\$67/hour
Principal Information Systems Analyst	1.0	\$61/hour	\$65/hour
Senior Application Developer	1.0	\$51/hour	\$54/hour
Total Salary Hourly Rate	4.0	\$246	\$260
Total Employee Benefits Hourly Rate		\$119	\$125
Total Salaries & Employee Benefits Hourly Rate		\$365	\$385
Consultant Average Hourly Rate (Total S&EB Rate/4)		\$91	\$96
Contract Year Maximum Total		\$23,040 (240 Hours)	

*For the Contract Year April 1, 2019 thru March 31, 2020, two (2) Fiscal Periods are spanned. The maximum contract sum/budget for April 1, 2019 thru March 31, 2020 contract period is \$23,040 (240 hours X \$96). Amount invoiced will be based on the Consultant Average Hourly Rate of the applicable fiscal year when service was rendered, in addition to any travel expenses, inclusive of lodging, transportation costs, airfare, and per diem sums incurred by Consultants in accordance with cost reimbursement guidelines applicable within LA DCFS.

** Dollar amounts are rounded to nearest dollar.