



FEB 20 2020

February 12, 2020

Joyce Dudley, District Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Electronic Suspected Child Abuse Reporting System Program
Subaward #: ES19 02 0420, Cal OES ID: 083-00000

Dear Ms. Dudley:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$250,000, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

SPECIAL CONDITION

Grant Subaward No. ES19 02 0420 is hereby approved with the following condition:

- An executed Memorandum of Understanding (MOU) For the Santa Barbara County Sheriff and The Department of Social Services must be submitted to Cal OES within 60 days of receipt of executed Grant Subaward Agreement.
- Operational Agreements (OAs) must cover the entire grant period and therefore those OAs that expire prior to the end of the Grant Subaward performance period must be renewed as soon as they expire. Renewed OAs must be kept on file at your agency and an updated Operational Agreement Summary Form must be sent to your program specialist upon completion.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

TH VH

Cal OES #	083-00000-00 ¹⁶⁴	FIPS #	083-00000	VS#		Subaward #	ES19 02 0420
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: County of Santa Barbara 1a. DUNS#: 131851219
2. Implementing Agency: Santa Barbara County - Office of the District Attorney 2a. DUNS#: 131851219
~~District Attorney's Office~~
3. Implementing Agency Address: 1112 Santa Barbara Street Santa Barbara 93101-2008
(Street) (City) (Zip+4)
4. Location of Project: Santa Barbara Santa Barbara 93101-2008
(City) (County) (Zip+4)
5. Disaster/Program Title: Electronic Suspected Child Abuse Reporting System (ES) Program 6. Performance Period: 01/01/20 to 12/31/20
Reporting (Start Date) (End Date)
7. Indirect Cost Rate: 10% de minimis Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2018	CJA0		\$250,000					\$250,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		\$250,000	\$250,000				\$250,000

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Joyce Dudley Title: District Attorney

Payment Mailing Address: 1112 Santa Barbara Street City: Santa Barbara Zip Code+4: 93101-2008

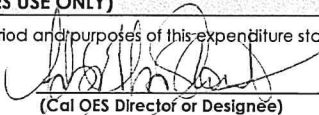
Signature:  Date: 12/13/2019

16. Federal Employer ID Number: 956002833

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Mary Sucker 2/7/2020
(Cal OES Fiscal Officer) (Date)

 2-7-2020
(Cal OES Director or Designee) (Date)

ENY: 2019-20 Chapter: 23 SL: 18428 ✓
Item: 0690-102-0890 Pgm: 0385
FAIN #: G-1801CACJA1 10/01/18-09/30/21
Fund: Federal Trust AL#: 93.643
Program: Electronic Suspected Child Abuse Reporting System Program
Match Req.: None
Project ID: OES18CJA0000012
SC: 2019-18428 Amount: \$ 250,000

RECEIVED
DEC 19 2019
BY: 697128

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
 Mark S. Ghilarducci, Director
 3650 Schriever Avenue
 Mather, CA 95655
 (916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2018	Children's Justice Act Program (CJA0) / 93.643	Department of Health and Human Services	\$1,784,109	\$1,605,698
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Electronic Suspected Child Abuse Reporting System Program (ES)
- Project Description (Please type the Project Description):

The purpose of the Electronic Suspected Child Abuse Reporting System ("E-SCARS") Program is to improve the system of information sharing between the multidisciplinary agencies: county child welfare departments, local law enforcement agencies, and the local district attorney's offices through a shared database system for suspected child abuse reports. This improved system of information sharing between the multidisciplinary agencies is aimed at improving coordinated response and investigation of reported suspected child abuse and neglect cases.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes
 No

PROJECT CONTACT INFORMATION

Subrecipient: Santa Barbara County District Attorney's Office Subaward #: ES19 02 0426

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below.

1. The **Project Director** for the project:

Name: Joyce Dudley Title: District Attorney
Telephone #: 805-568-2306 Email Address: jdudley@co.santa-barbara.ca.us
Address/City/Zip + 4: 1112 Santa Barbara Street, Santa Barbara, CA 93101

2. The **Financial Officer** for the project:

Name: Michael Soderman Title: Chief Financial and Administrative Officer
Telephone #: 805-568-2303 Email Address: mdsoderman@co.santa-barbara.ca.us
Address/City/Zip + 4: 1112 Santa Barbara Street, Santa Barbara, CA 93101-2008

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Michael Soderman Title: Chief Financial and Administrative Officer
Telephone #: 805-568-2303 Email Address: mdsoderman@co.santa-barbara.ca.us
Address/City/Zip + 4: 1112 Santa Barbara Street, Santa Barbara, CA 93101-2008

4. The **person** having **Routine Fiscal** responsibility for the project:

Name: Michael Soderman Title: Chief Financial and Administrative Officer
Telephone #: 805-568-2303 Email Address: mdsoderman@co.santa-barbara.ca.us
Address/City/Zip + 4: 1112 Santa Barbara Street, Santa Barbara, CA 93101-2008

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Joyce Dudley Title: District Attorney
Telephone #: 805-568-2306 Email Address: jdudley@co.santa-barbara.ca.us
Address/City/Zip + 4: 1112 Santa Barbara Street, Santa Barbara, CA 93101-2008

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Joyce Dudley Title: District Attorney
Telephone #: 805-568-2306 Email Address: jdudley@co.santa-barbara.ca.us
Address/City/Zip + 4: 1112 Santa Barbara Street, Santa Barbara, CA 93101-2008

7. The **Chair** of the **Governing Body** of the Subrecipient:

Name: Steve Lavagnino Title: Chair, Board of Supervisors
Telephone #: 805-346-8400 Email Address: steve.lavagnino@countyofsb.org
Address/City/Zip + 4: 511 E. Lakeside Parkway, Suite 141, Santa Maria, CA 93455-1341

SIGNATURE AUTHORIZATION

Subaward #: ES19 02 0400

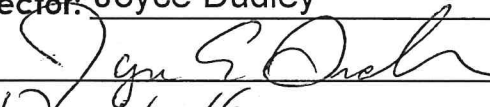
Subrecipient: Santa Barbara County

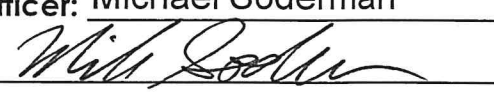
Implementing Agency: Santa Barbara County District Attorney's Office

*The **Project Director** and **Financial Officer** are **REQUIRED** to sign this form.

***Project Director:** Joyce Dudley

***Financial Officer:** Michael Soderman

Signature: 
Date: 12-4-19

Signature: 
Date: 12/4/2019

The following persons are authorized to sign for the **Project Director**

The following persons are authorized to sign for the **Financial Officer**


Signature
John Savnoch
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

**CERTIFICATION OF ASSURANCE OF COMPLIANCE
Children's Justice Act (CJA) Grant**

I, Joyce E. Dudley hereby certify that
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

Subrecipient: Santa Barbara County

Implementing Agency: District Attorney's Office

Project Title: Electronic Suspected Child Abuse Reporting System (ES) Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

- The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (Subrecipient Handbook Section 2151)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Robert Clark

Title: Equal Opportunity Manager

Address: 1226 Anacapa Street, Santa Barbara, CA 93101

Phone: (805) 568-28007

Email: rclark@co.santa-barbara.ca.us

III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board – (Subrecipient Handbook Section 1350)

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies will all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Conditions for Grant Subawards with Children's Justice Act (CJA) Funds

1. Federal grant funds shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <https://www.acf.hhs.gov/administrative-and-national-policy-requirements#chapter-2>.
2. Federal grant funds provided under this subaward may not be used by the Subrecipient to support lobbying activities in influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)

In accordance with Public Law 103-333, the "Department of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant subaward:


Section 507: "Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: 

Authorized Official's Typed Name: Joyce E. Dudley

Authorized Official's Title: District Attorney

Date Executed: 12/4/2019


Federal Employer ID #: 95-6002833 Federal DUNS # 131851219

Current System for Award Management (SAM) Expiration Date: 2/12/20

Executed in the City/County of: Santa Barbara

AUTHORIZED BY: (not applicable to State agencies)

- | | |
|---|--|
| <input type="checkbox"/> City Financial Officer | <input checked="" type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager | <input type="checkbox"/> County Manager |
| <input type="checkbox"/> Governing Board Chair | |

Signature: 

Typed Name: Betsy Schaffer

Title: Auditor-Controller

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: Santa Barbara County	Subaward #: ES19 02 0420
A. Personal Services – Salaries/Employee Benefits	COST
0.35 FTE EDP Systems and Programming Analyst	
Salary: \$123,365 x .35 FTE	\$43,178
Retirement @ 30%	\$12,953
FICA @ 7.65%	\$3,303
Health Insurance @ 9%	\$3,886
0.10 FTE IT Manager	
Salary: \$129,534 x 0.10 FTE	\$12,953
Retirement @ 30%	\$3,886
FICA @ 7.65%	\$991
Health Insurance @ 9%	\$1,166
0.05 FTE Chief Financial Officer	
Salary: \$137,879 x 0.05 FTE	\$6,894
Retirement @ 30%	\$2,068
FICA @ 7.65%	\$527
Health Insurance @ 9%	\$620
0.05 FTE Chief Deputy District Attorney	
Salary: \$204,924 x 0.05 FTE	\$10,246
Retirement @ 30%	\$3,074
FICA @ 7.65%	\$784
Health Insurance @ 9%	\$922
0.05 FTE DA Business Manager	
Salary: \$103,850 x 0.05 FTE	\$5,193
Retirement @ 30%	\$1,558
FICA @ 7.65%	\$397
Health Insurance @ 9%	\$467
Personal Section Totals	
PERSONAL SECTION TOTAL	\$115,066

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: <i>Santa Barbara County</i>	Subaward #: <i>ES19 02 0420</i>
B. Operating Expenses	COST
Implementation	
Office365 annual licenses	\$2,005
MS Azure for eSCARS	\$18,180
eSCARS software development services	\$65,348
Office expenses	\$15,899 <i>15,906 AP</i>
CEQA Notice of Exemption filing fee	\$50
Training & Development	
LACO Consultancy (\$84/hr x 150 hrs)	\$12,600
<i>LACO eScars Meeting</i>	
Lodging x 2 staff @ 175 = \$350	\$350
Meals \$52.5 x 1 day x 2 staff	\$105
✓ Mileage = 680 miles x .58 <i>.575</i>	\$394 <i>391 AP</i>
<i>Escars Sacramento Training</i>	
Lodging x 4 staff @ \$98/night = \$392	\$392
Meals: \$32 x 2 days x 2 staff = \$128	\$128
✓ Mileage @724 mil. X .58 <i>.575</i> = \$420	\$420 <i>916 AP</i>
Parking @\$4 x 1 .575	\$4
✓ Indirect @10% de minimus = (S&B + Operating Costs + Equipment) x 10%	\$19,059
Operating Section Totals	
OPERATING SECTION TOTAL	\$134,934 ✓ <i>VH</i>

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: <i>Santa Barbara County</i>	Subaward #: <i>1819020920</i>
C. Equipment	COST
Equipment Section Totals	
EQUIPMENT SECTION TOTAL	<i>0</i>
<i>Same as Section 12G on the Grant Subaward Face Sheet</i>	
Total Project Cost	\$250,000

✓
VH

Subrecipient: Santa Barbara Subaward #: ES19 02 0420

Budget Narrative

The eSCARS Program Budget is a comprehensive budget which includes the cost of project implementation of the eSCARS program for a one-year period. The total proposed budget is \$250,000. The budget includes Operating Expenses in the amount of \$134,934 and Personnel Services in the amount of \$115,066. All salaries and expenses budgeted are directly allocable to the program. Budgeted administrative costs are kept to the 10% de minimus rate. Budgeted personnel costs are based on the projected amount of time each position will spend in direct support of program activities, as detailed below. Actual costs billed will be based on time coded directly to the project, on the employees' timecards. All budgeted positions are expected to receive a 3% cost of living adjustment (COLA) on July 1, 2020.

Implementation

The eSCARS System Implementation includes Operating Expenses for software, system development & programming, and consulting expenses as described below:

- Yearly Software Expense \$20,185 – Funding for licenses necessary for the operation of the local eSCARS system, including Office365 and MicroSoft Azure SQL database hosting to host the eSCARS database.
- Vendor Program Development and Programming \$65,348 – This includes programming and implementation of the Santa Barbara County eSCARS

Subrecipient: Santa Barbara Subaward #: ES19 02 0420

system including third party tools, API connections to associated software, integration to SQL database, and publishing a secure public website. In addition, the vendor will develop a cross-agency reporting function.

- LACO Consultancy \$12,600 – LACO consulting fee of \$84 per hour for a total of 150 hours.
- Travel - \$1,443 is budgeted for travel to trainings in Sacramento and Los Angeles.
- Other – funds are also budgeted for \$12,262 in Office Expense directly related to the project implementation, and \$50 for the California Environmental Quality Act (CEQA) Filing Fee to file the Notice of Exemption (NOE).
- Indirect is budgeted at the 10% de minimus rate, for a total of \$22,696.
to cover and support administrative & fiscal overhead costs associated with the grant

The Implementation Personnel Services includes the following personnel needed for system support and implementation:

- EDP Systems and Programming Analyst @ 0.35 FTE = \$63,320 salaries and benefits. The EDP Systems and Programming Analyst will develop interfaces and business reports to integrate internal and external data into the eSCARS database, and modify firewall and security configurations. The EDP Systems and Programming Analyst will also lead the testing of the eSCARS system.

Subrecipient: Santa Barbara Subaward #: ES19 62 0420

- IT Manager @ 0.10 FTE = \$18,996 salaries and benefits. The IT Manager will provide technical oversight of the project implementation, including coordination with vendors and supervision and support of the EDP Systems and Programming Analyst.
- Chief Financial Officer @ 0.05 FTE = \$10,109 salaries and benefits. The Chief Financial Officer will serve as the Project Manager; and provides general oversight of all aspects of the project.
- DA Business Manager @ 0.05 FTE = \$7,615 salaries and benefits. The DA Business Manager will provide financial reporting, budgeting, contract monitoring and coordination support. In addition, the DA Business Manager will coordinate eSCARS user training with various partner agencies and oversee all aspects of the business process including developing and executing vendor contracts, purchase orders, and vendor payments.
- Chief Deputy District Attorney (CDDA) @ 0.05 FTE = \$15,026 salaries and benefits. The CDDA will provide oversight of ongoing implementation of partner Memoranda of Understanding, in addition to providing feedback from Deputy District Attorneys on the functionality of the system and its ability to adequately meet business needs.

No Equipment is required at this stage of the eSCARS implementation.

Subrecipient: Santa Barbara County Subaward #: ES19 02 0420

Project Narrative

Plan

The eSCARS database will allow for sharing of electronic suspected child abuse reports among the District Attorney's office, local law enforcement, and the Santa Barbara County Child Welfare department (CWS). During the first three year grant period, the Santa Barbara County District Attorney's office (SBDA) consulted with Los Angeles County (LA County) regarding their existing system, established relationships with collaborators, formed a team to implement eSCARS in Santa Barbara County, and worked with Yolo County to identify and onboard a vendor who is currently programming the Santa Barbara eSCARS database. During the 2020 grant term, SBDA will begin beta-testing the Santa Barbara eSCARS system, provide training to collaborators on use of the new system, roll-out the system for use, and continue to test and refine the system as feedback is received from users.

Operational Agreement with Los Angeles County

SBDA entered into an Operational Agreement with LA County in July 2018. This agreement established guidelines for consultation and training services by LAC DCFS to assist SBDA, as well as the Yolo County District Attorney, in their acquisition, development, and implementation of eSCARS applications. The current Operational Agreement is valid through November 2020, and will be renewed as required during the 2020 grant term. During the 2020 grant term,

Subrecipient: Santa Barbara County Subaward #: ES19 02 0420

SBDA will continue to consult with LA County on developing a training program for partner agencies, and initial implementation activities.

Vendor Selection and Development of the eSCARS Database

During the initial grant term, in conjunction with Yolo County, SyTech Solutions, Inc (SyTech) was chosen through a competitive bid process as the vendor to create the eSCARS database in MS SQL from the existing Los Angeles County Oracle database. In May 2019, the team obtained the latest code from LA County, and work began to build the eSCARS in June 2019. SyTech expects to complete the programming of the eSCARS database and user access interface by December 2019.

During the 2020 grant term, SyTech will build customizations for the system to pull required data points and complete the web interface. SyTech will also assist in the creation of training documentation, and training SBDA staff. Once completed, the eSCARS system will allow SBDA, Santa Barbara Department of Social Services Child Welfare Services Division (CWS), and local Law Enforcement Agencies (LEAs) to electronically cross report state-mandated information on suspected child abuse cases. In addition, the eSCARS will allow designated users from these agencies to search historical SCARs by suspect, victim, address, etc. The eSCARS system will give SBDA visibility into all active SCARs to ensure that required follow-up by CWS and LEAs is occurring.

Subrecipient: Santa Barbara County Subaward #: ES19 02 0420

Santa Barbara District Attorney Team Formed

SBDA has assembled a team to oversee the project and provide technical support to local partner agencies. The team consists of:

- 0.32 FTE EDP Analyst who will provide technical support to partner agencies, program business reports to extract data from internal and external systems and upload it into the eSCARS, and provide feedback to the vendor on the technical and format/file type of the SCAR data;
- 0.05 FTE IT Supervisor to provide oversight of the technical components of the project;
- 0.05 FTE Chief Financial/Administrative Officer who serves as the Project Manager;
- 0.05 FTE Chief Deputy District Attorney who provides feedback from Deputy District Attorneys on the functionality of the system and business needs; and
- 0.05 FTE Business Manager to coordinate stakeholder meetings.

Once SyTech completes the eSCARS system in early December, the EDP Analyst will build reports to extract data from the existing CWS system, for initial population of the eSCARS database. The EDP Analyst will map the data from the CWS database fields to the eSCARS fields, and test the report download to ensure appropriate flow of data. Once the data flow is confirmed, the eSCARS system will be ready for initial use.

Subrecipient: Santa Barbara County Subaward #: ES19 02 0420

During the 2020 grant year, the SBDA EDP Analyst will add local customizations to the system developed by SyTech, Inc. This will include programming data exchange interfaces to enable local systems to exchange data directly into and out of the eSCARS system. This will further the goal of reducing the data entry errors associated with a paper process. For example, SBDA will contact the software companies of the existing Law Enforcement case management systems to see if an Application Programming Interface (API) is available to help program interfaces between eSCARS and the existing case management systems. Also, SBDA will work with the Department of Justice to request to import data from the California Sex and Arson Registry.

Before roll-out, and as the system is implemented and new features are added, the SBDA EDP Analyst will oversee testing of the system to ensure appropriate functionality. The EDP Analyst will respond to feedback provided by stakeholders to improve functionality of and satisfaction with eSCARS.

Collaboration with Local SCAR-Submitting Agencies

In 2017, SBDA, CWS, and the Santa Barbara County Sheriff entered into an Operational Agreement establishing collaboration between the three agencies for development of eSCARS. This Operational Agreement will be renewed to extend the term into 2020. A copy of the 2017-2019 Operational Agreement is included as an attachment.

SBDA has drafted local Operational Agreements with Santa Barbara County Public Health, local city Police Departments, and the Santa Barbara

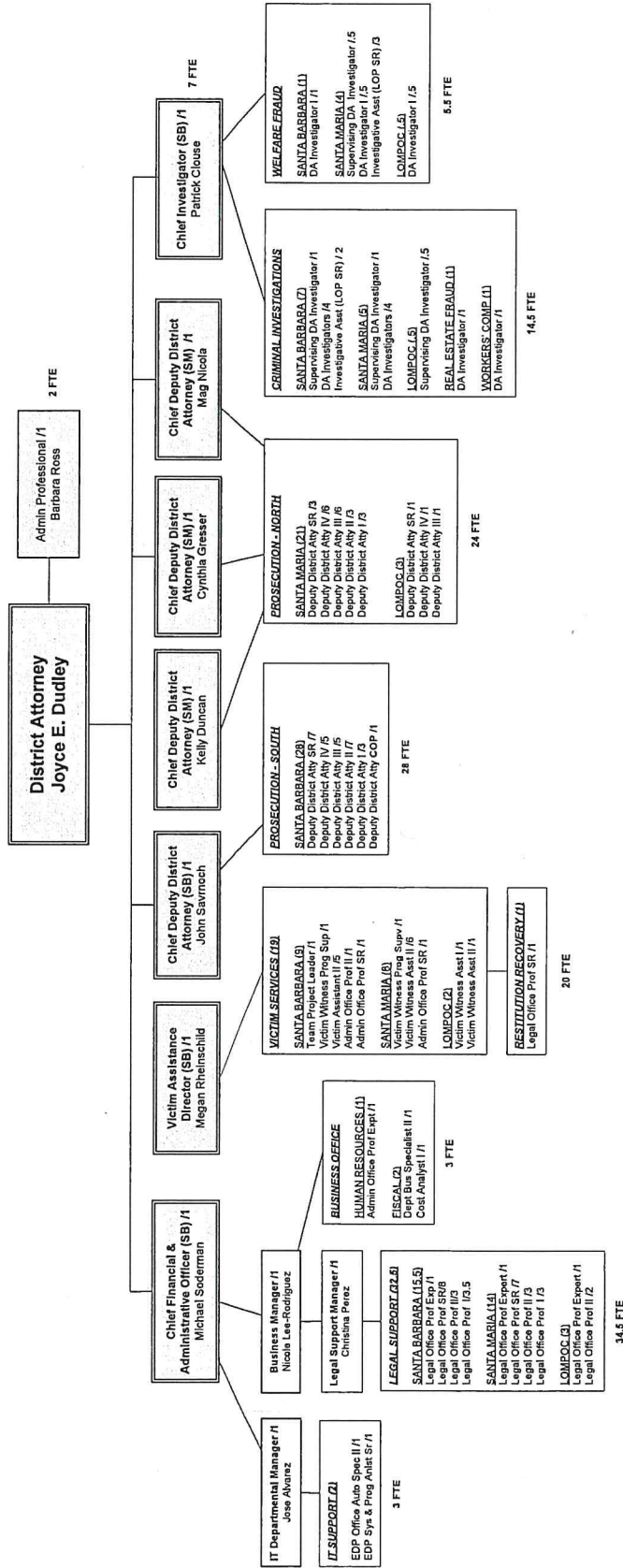
Subrecipient: Santa Barbara County Subaward #: ES19 02 0420

County Sheriff. These agreements affirm the collaboration between agencies to assist victims of child abuse, and to commit to sharing data via the eSCARS system. SBDA will be distributing these agreements for review and signature at the kick-off meeting, to occur before December 31, 2019. Copies of the unsigned local Operational Agreements are attached to this proposal.

In late 2019/early 2020, SBDA will meet with CWS partners to formalize the data access for eSCARS. In addition, formal protocols will be developed, pursuant to Welfare and Institutions Code 18961.6, to ensure that only those provider agencies entitled to obtain criminal history records can access the information.

During the 2020 grant term, SBDA will provide presentations on the eSCARS system to each partner agency. In addition, SBDA will provide comprehensive training to representatives from each partner agency, with the intent that these individuals will serve as eSCARS trainers for other users at their agency. As the eSCARS system is rolled out to CWS and LEAs, as well as SBDA staff, the SBDA EDP Analyst will provide user support when questions arise, and respond to feedback on system functionality.

During the County's FY 2020 -2021 budget development process, the District Attorney and each partner agency will identify the ongoing costs associated with eSCARS, and possible ongoing sources of funds, to ensure the long-term sustainability of the program after the end of the 2020 grant term.



DA Positions Org Chart FY 2019-20

140.5 FTE Adopted Budget FY 2019-20*

* 141.5 FTE Org Chart Total Includes 1.0 FTE COP

Operational Agreements (OA) Summary Form

	List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA		
			From:	To:	
1.	LA DCFS/Yolo County District Attorney's Office	11/14/18	11/14/18	to	11/14/19
2.	Amendment #1 to OA with LA DCFS/Yolo County DA	08/07/19	08/08/19	to	11/14/19
3.	Amendment #2 to OA with LA DCFS/Yolo County DA	11/05/19	11/14/19	to	11/13/20
4.	Santa Barbara County Sheriff/Dept. of Social Services	01/27/17	01/01/17	to	12/31/19
5.				to	
6.				to	
7.				to	
8.				to	
9.				to	
10.				to	
11.				to	
12.				to	
13.				to	
14.				to	
15.				to	
16.				to	
17.				to	
18.				to	
19.				to	
20.				to	

Use additional pages if necessary.

OPERATIONAL AGREEMENT NUMBERS 18-0014-01/02 Date: November 14, 2018

**BY AND BETWEEN
SANTA BARBARA COUNTY DISTRICT ATTORNEY,
YOLO COUNTY 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 14 day of November 2018, by and between

Santa Barbara County Office of the District Attorney
hereinafter referred to as "SBDA"

and

Yolo County Office of the District Attorney
hereinafter referred to as "YCDA"

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 SBDA and YCDA in their acquisition, development, and implementation of their eSCARS applications 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 SBDA and YCDA to develop and implement Electronic System (ES) Programs similar to the County of Los Angeles' eSCARS application. LAC DCFS shall consult SBDA

and YCDA on development and implementation of their respective eSCARS applications.

IV. CONSULTATION AND TRAINING

LAC DCFS shall provide up to 240 hours annually to each county for consultation and training services during the term of this Agreement. The aggregate total of services provided by LAC DCFS staff shall not exceed 720 hours per county 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 of \$84 per hour 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 LA 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, SBDA and YCDA shall be obligated to fund them from other eligible funding sources.
3. SBDA and YCDA shall reimburse LA 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 SBDA and YCDA 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. SBDA and YCDA 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 SBDA or YCDA in good faith.

6. SBDA and YCDA shall provide a template invoice for LAC DCFS to use for billing purposes.
7. LAC DCFS shall submit the completed original monthly invoice to the addresses below:

- For services provided to SBDA at:

Attention: Michael Soderman, Chief Financial & Administrative Officer
Santa Barbara County Office of the District Attorney
1112 Santa Barbara Street
Santa Barbara, CA 93101

- For services provided to YCDA to:

Attention: Michael Works
Yolo County Office of the District Attorney
301 Second Street
Woodland, CA, 95695

VI. SBDA and YCDA RESPONSIBILITIES

1. SBDA and YCDA 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. SBDA and YCDA shall work with LAC DCFS in their replication of the eSCARS technical environment so that LA County Consultants can effectively advise and support the SBDA and YCDA ES Program development efforts;
3. SBDA and YCDA 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. SBDA and YCDA shall be responsible for coordinating eSCARS training for their key managers and program staff, including training materials and locations;
5. SBDA and YCDA provide leadership, oversight and support to ensure project success; and
6. SBDA and YCDA shall be responsible for ongoing maintenance and support of their respective eSCARS applications.

VII. LAC DCFS RESPONSIBILITIES

1. LAC DCFS shall provide SBDA and YCDA with a copy of LAC DCFS's eSCARS source code and technical documentation;
2. LAC DCFS shall provide consultation services to SBDA and YCDA to support the implementation of their respective eSCARS applications;
3. LAC DCFS shall consult SBDA and YCDA 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 SBDA and YCDA any updates or upgrades to the eSCARS source code so they can take advantage of new system functionality and features.

VIII. LIABILITY

LAC DCFS, SBDA, and YCDA 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, SBDA, and YCDA 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, SBDA, and YCDA 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, SBDA and YCDA 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 SBDA and YCDA, 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, SBDA and YCDA 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 Santa Barbara and Yolo Counties, in whole or in any part.

XVI. MANDATORY DISCLOSURE

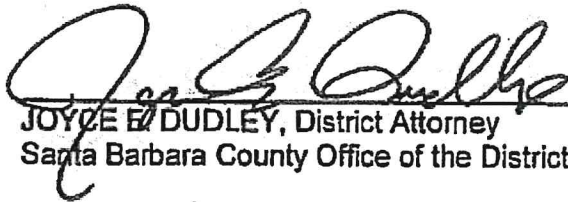
LAC DCFS must disclose, in a timely manner, in writing to SBDA and YCDA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. LAC DCFS is required to report certain civil, criminal, or administrative proceedings to the System for Award 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 SBDA, and the YCDA has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the SBDA and the YCDA warrant under penalty of perjury 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 SBDA's and YCDA's own Electronic Suspected Child Abuse Report Systems.



JOYCE E. DUDLEY, District Attorney
Santa Barbara County Office of the District Attorney


7-1-18

DATE



JEFF REISING, District Attorney
Yolo County Office of the District Attorney

DATE



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

11/14/18

DATE

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

By 

David Beaudet,
Senior Deputy County Counsel

7-12-18

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 17, 2018

TO: ADMINISTRATIVE DEPUTIES

FROM: Connie K. Chung, Chief
Disbursements Division

SUBJECT: TRAVEL EXPENSE REIMBURSEMENTS EFFECTIVE
FEBRUARY 1, 2018

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 it will be accumulated in the subsequent year(s) until that criteria is met. As of January 2018, the published changes in the CPI is as follows:

Calendar Year	Annual % Change	Cumulative % Change	Action
2016	2.1%	5.1%	Rate adjustment implemented.
2017	2.1%	2.1%	No adjustment needed.

Since the change in the CPI from 2016 to 2017 does not exceed 3%, there is no annual adjustment needed for 2018. Therefore, the 2017 reimbursement rates will remain in effect for travel expenses incurred through January 31, 2019 as follows:

LODGING: \$220.50 (plus corresponding taxes included on the receipt) for a single occupancy hotel accommodation.

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

MEALS: \$13.25 for breakfast, \$17.25 for lunch, and \$42.75 for dinner; not to exceed \$73.25 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 \$15.25 per day

Atlanta, Boston, Chicago, Dallas, Detroit, Houston,
Miami, Minneapolis, New York, Philadelphia, Phoenix,
San Diego, San Francisco, Seattle, Washington D.C. \$77.25 per day

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 reimbursement rates:

Reimbursement for Portage (County Code \$5.40.060.C) \$1.00 per day

Mileage Rate (Effective January 1, 2018) 51.5¢ per mile

Note: This rate is calculated by the Chief Executive Office and applies to all County employees, represented and non-represented, who are authorized to drive their own vehicles on County business.

Sample Airport Parking Rates (receipt required) See Attachment A

Note that receipts and/or other reasonable documentation to support the employee's reimbursement claim should be retained and may be subject to audit.

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:LR:KK:SG;jn:jc

Attachment

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

AIRPORT LONG TERM PARKING INFORMATION
as of January 16, 2018

LAX (LOS ANGELES AIRPORT)

(310) 646-2911

1 World Way

Los Angeles, CA 90045

Lot C

\$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

\$10.00/Day

Lot 5

\$13.00/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

**AMENDMENT NUMBER ONE
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER 18-0014-01**

This Amendment Number One (hereinafter referred to as "Amendment") to the Electronic Suspected Child Abuse Report System (eSCARS) Consulting and Training Services Operational Agreement Number 18-0014-01, (hereinafter referred to as "Agreement") is made and entered into by and between Santa Barbara County Office of the District Attorney on behalf of Santa Barbara County and its Board of Supervisors (hereinafter referred to as "SBDA") and the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as "LAC DCFS") in the State of California this August day of 08 2019.

WHEREAS, SBDA and LAC DCFS are parties to this Agreement adopted by the Board on October 2, 2018, executed by all parties on November 14, 2018, and LAC DCFS has been providing eSCARS Consultation and Training Services to SBDA; and

WHEREAS, the purpose of this Amendment is to update this Agreement and its exhibits, to set forth the billing rate.

WHEREAS, this Amendment is prepared and executed by SBDA and LAC DCFS as set forth in the Agreement Part XII, AMENDMENTS; and


NOW, THEREFORE, SBDA and LAC DCFS mutually agree to the following changes to the Agreement:

1. **OPERATIONAL AGREEMENT, PART V, INVOICES AND PAYMENTS, Subsection 1**, is amended to read as follows:
 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 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)":
 - Information Technology Manager II
 - Information Technology Supervisor
 - Principal Information Systems Analyst
 - Senior Application Developer
2. **OPERATIONAL AGREEMENT, EXHIBIT A, 2019 LA COUNTY TRAVEL REIMBURSEMENT GUIDELINES**, is replaced in its entirety.
3. **OPERATIONAL AGREEMENT, EXHIBIT B-1, PRICING SHEET**, is added in its entirety.
4. **OPERATIONAL AGREEMENT, EXHIBIT B-2, BUDGET AND BUDGET NARRATIVE**, is added in its entirety.

EXCEPT AS AMENDED HEREIN, ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

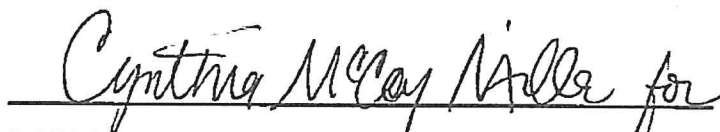
**AMENDMENT NUMBER ONE
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER 18-0014-01**

IN WITNESS WHEREOF, the Board of Supervisors of the Santa Barbara County has caused this Amendment Number One to be subscribed on its behalf by Santa Barbara County Office of the District Attorney, and the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services as of the day, month and year first above written. The person(s) signing on behalf of the abovementioned parties warrant that he or she is authorized to bind the abovementioned parties in this Agreement.



JOYCE E. DUDLEY, District Attorney
Santa Barbara County Office of the District Attorney

17-10-19
DATE



BOBBY D. CAGLE, Director

County of Los Angeles
Department of Children and Family Services

8-7-19
DATE

APPROVED AS TO FORM:

BY THE OFFICE OF LOS ANGELES COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

BY 

David Beaudet, Senior Deputy County Counsel



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

Atlanta, Boston, Chicago, Dallas, Detroit, Houston,
Miami, Minneapolis, New York, Philadelphia, Phoenix,
San Diego, San Francisco, Seattle, Washington D.C. \$80.25 per day

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 Porterage (County Code §5.40.060.C) \$1.00 per day

Sample Airport Parking Rates (receipt required) See Attachment A

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

PRICING SHEET

Los Angeles County Staff Consultation and Training Services for Santa Barbara County in Development of the Electronic Suspected Child Abuse Report System (eSCARS) per California Governor's Office of Emergency Services (CalOES) Grant

The undersigned offers to provide consultation regarding the planning, development, testing, training and implementation of eSCARS to Santa Barbara County to develop eSCARS in their county. The said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a cost reimbursement basis as provided upon the proposed total S&EB Rate of each consultant staff. As staff salaries will increase during each fiscal year covered by the grant based upon recently completed labor negotiations, the total S&EB Rate of each consultant staff will similarly increase with each Fiscal Year covered by the grant. The undersigned agree to provide the specified services on behalf of the County of Los Angeles, Department of Children and Family Services in accordance with the attached specifications for the following submitted compensation.


CONSULTATION AND TRAINING SERVICES

Salary Detail

DCFS Consultant Staff	# of Staff	(11/14/18-06/30/19)	(7/1/19-11/13/19)
Information Technology Manager II	1.0	Hourly S&EB Rate: \$103/hour	Hourly S&EB Rate: \$125/hour
Information Technology Supervisor	1.0	Hourly S&EB Rate: \$93/hour	Hourly S&EB Rate: \$114/hour
Principal Information Systems Analyst	1.0	Hourly S&EB Rate: \$91/hour	Hourly S&EB Rate: \$111/hour
Senior Application Developer	1.0	Hourly S&EB Rate: \$78/hour	Hourly S&EB Rate: \$80/hour
Agreement Year Maximum Total for Consulting and Training Services	4.0	\$30,000 (240 Hours)	

TRAVEL, LODGING, TRANSPORTATION, AND PER DIEM

Travel expenses shall be reimbursed at the rates specified in Exhibit A of this Agreement.

Print Name of Authorized Personnel: John E. Langstaff, M.S.	Title: Principal Information Systems Analyst
Signature: 	Date: 4-23-19

BUDGET AND BUDGET NARRATIVE
eSCARS Consultation and Training Services with Santa Barbara County

CONSULTANT COSTS – DCFS

Agreement Year Detail – Agreement Year Nov 14, 2018-Nov 13, 2019*

DCFS Consultant Staff	# of Staff	Consultant Tasks
Information Technology Manager II (ITM 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 (ITS)	1.0	The IT Supervisor will oversee and provide technical advice, system architecture consultation, and database structure and design consultation.
Principal Information Systems Analyst (PISA)	1.0	The Principal Information 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 (SAD)	1.0	The Senior Application Developer will provide primary consultation to County development staff on application workflow, Windows Services, stored procedures, data tables, etc.

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*For the Contract Year November 14, 2018 thru November 13, 2019, two (2) Fiscal Periods are spanned. The *maximum* agreement sum/budget for November 14, 2018 to November 13, 2019 agreement period is \$30,000 (240 hours X \$125/hour) for consultation and training services. Amount Invoiced will be based on the Consultant's Total S&EB 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 LAC DCFS.

** Dollar amounts are rounded to nearest dollar.

**AMENDMENT NUMBER TWO
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER 18-0014-01**

This Amendment Number Two (hereinafter referred to as "Amendment") to the Electronic Suspected Child Abuse Report System (eSCARS) Consulting and Training Services Operational Agreement Number 18-0014-01, (hereinafter referred to as "Agreement") is made and entered into by and between Santa Barbara County Office of the District Attorney on behalf of Santa Barbara County and its Board of Supervisors (hereinafter referred to as "SBDA") and the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as "LAC DCFS") in the State of California this November day of 5 2019.

WHEREAS, SBDA and LAC DCFS are parties to this Agreement adopted by the Board on October 2, 2018, executed by all parties on November 14, 2018, and LAC DCFS has been providing eSCARS Consulting and Training Services to SBDA; and

WHEREAS, this Amendment is prepared and executed by SBDA and LAC DCFS as set forth in the Agreement Part XII, AMENDMENTS; and

WHEREAS, the purpose of this Amendment is to extend this Agreement effective November 14, 2019, through November 13, 2020; and

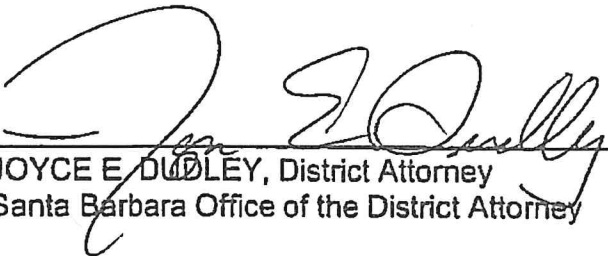
NOW, THEREFORE, SBDA and LAC DCFS mutually agree to the following changes to the Agreement:

1. **II. GENERAL TERMS**, Subsection 1, is amended to add a subparagraph 1.1. to read as follows:
 - 1.1. The term of this Agreement is extended for a period of one year, effective November 14, 2019, through November 13, 2020, unless terminated earlier or extended.
2. **OPERATIONAL AGREEMENT, EXHIBIT B-1, PRICING SHEET**, as attached hereto is amended to include the agreement year from November 14, 2019, through November 13, 2020.
3. **OPERATIONAL AGREEMENT, EXHIBIT B-2, BUDGET AND BUDGET NARRATIVE**, as attached hereto is amended to include the agreement year two period from November 14, 2019, through November 13, 2020.

EXCEPT AS AMENDED HEREIN, ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.


AMENDMENT NUMBER TWO
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER 18-0014-01

IN WITNESS WHEREOF, the Board of Supervisors of the Santa Barbara County has caused this Amendment Number Two to be subscribed on its behalf by Santa Barbara County Office of the District Attorney, and the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of the Department of Children and Family Services as of the day, month and year first above written. The person(s) signing on behalf of the abovementioned parties warrant that he or she is authorized to bind the abovementioned parties in this Agreement.



JOYCE E. DUDLEY, District Attorney
Santa Barbara Office of the District Attorney

9/25/18
DATE



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

11.5.19
DATE

APPROVED AS TO FORM:

BY THE OFFICE OF LOS ANGELES COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

BY 

David Beaudet, Senior Deputy County Counsel

PRICING SHEET

Los Angeles County Staff Consulting and Training Services for Santa Barbara County in Development of the Electronic Suspected Child Abuse Report System (eSCARS) per California Governor's Office of Emergency Services (CalOES) Grant

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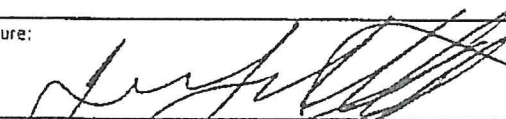
CONSULTING AND TRAINING SERVICES

Projected Salary Detail

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Principal Information Systems Analyst	1.0	Hourly S&EB Rate: \$111/hour	Total S&EB Rate: \$117/hour
Senior Application Developer	1.0	Hourly S&EB Rate: \$80/hour	Total S&EB Rate: \$85/hour
Agreement Year Maximum Total for Consulting and Training Services	4.0	\$31,680 (240 Hours)	

TRAVEL, LODGING, TRANSPORTATION, AND PER DIEM

Travel expenses shall be reimbursed at the rates specified in Exhibit A of this Agreement.

Print Name of Authorized Personnel: John E. Langstaff, M.S.	Title: Principal Information Systems Analyst
Signature: 	Date: 9-11-19

BUDGET AND BUDGET NARRATIVE eSCARS Consulting and Training Services with Santa Barbara County

CONSULTANT COSTS – DCFS

Agreement Year Detail – Agreement Year Nov 14, 2019-Nov 13, 2020*

DCFS Consultant Staff	# of Staff	Consultant Tasks
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** Dollar amounts are rounded to nearest dollar.

SANTA BARBARA COUNTY

ELECTRONIC – SUSPECTED CHILD ABUSE REPORT SYSTEM
(E-SCARS)

OPERATIONAL AGREEMENT BETWEEN DISTRICT ATTORNEY, DEPARTMENT OF
SOCIAL SERVICES AND SHERIFF

I. PURPOSE

The purpose of this Operational Agreement (OA) between County Departments is to establish collaboration between the County agencies to develop an Electronic Suspected Child Abuse Report System (E-SCARS) and define policies and procedures for E-SCARS.

II. DURATION

This OA will remain in effect from January 1, 2017 through December 31, 2019.

III. OVERVIEW/BACKGROUND

A Suspected Child Abuse Report (SCAR) is a Department of Justice standardized form (SS-8572) which must be prepared in “every known or suspected instance of child abuse or neglect.” Whenever a mandated reporter reasonably suspects that child abuse, neglect, or child endangerment has occurred, he/she must report this information to either CWS or the law enforcement agency (LEA) with investigative jurisdiction. Once a SCAR is created, that document is cross-reported between Department of Social Services (DSS), LEAs, and the District Attorney (DA) as required by statute. [Penal Code §§ 11166(j) and (k)].

Although the sharing of the SCAR among local LEAs, DSS and DA is required, the current process of telephone or fax transmission of the report is antiquated and has not ensured the consistent and timely sharing and coordination of Form SS-8572. The current system also does not confirm the designated agencies receive or act upon the form.

Neither does the current system allow for the consistent and timely sharing of historical information among designated agencies. Previously submitted reports and previously completed investigations of abuse and neglect by both DSS and LEAs help determine the level of risk to children when assessing current reports of suspected child abuse and neglect.

The current system of sharing SCARs among designated agencies contains numerous opportunities for inconsistencies due to human error. The manual system of sharing and coordinating the Form SS-8572 and child abuse and neglect investigations among agencies contains gaps which have potential to perpetuate unaccountability among coordinating agencies rendering vulnerable children at continued risk of neglect and abuse.

A Santa Barbara County E-SCARS will facilitate the mandated duty to cross-report allegations of suspect child abuse among all affected agencies in order to be in compliance with California’s Child Abuse and Neglect Reporting Act (CANRA) (CA Penal Code § 11166(a)). E-SCARS will be a secure, web-based application linking Santa Barbara County DSS, the Santa Barbara Sheriff’s Office, Santa Barbara District Attorney’s Office, and all

other Santa Barbara County Law Enforcement Agencies with each other. E-SCARS will assist in the elimination of errors and lengthy time delays that transpire when paper-based methods of reporting are employed. E-SCARS will also expedite the secure electronic transmission and receipt of SCARs amongst all relevant agencies. E-SCARS will allow agencies to track SCAR referrals electronically and will facilitate the DA's oversight function of cross-reporting.

The E-SCARS program will interconnect with Child Welfare Services/Case Management System (CWS/CMS). The Parties to this OA will work together to ensure the development of the E-SCARS into the CWS/CMS database.

IV. LEGISLATION

California's Child Abuse and Neglect Reporting Act (CANRA) defines child abuse, establishes procedures to report and investigate child abuse, imposes an obligation on certain individuals to report child abuse and proscribes penalties for failing to comply with the law. [Penal Code §§ 11164 *et seq.*].

V. E-SCARS GRANT/PROJECT

The Santa Barbara County District Attorney's Office will be lead agency for the E-SCARS grant project. The DA, DSS and SBSO will build a collaborative team to develop protocols to determine what SCAR information will be shared while following California Welfare and Institutions Code sections 18961.5 and 18961.6.

In the first year of the grant period, DSS will hire a programmer to develop the E-SCARS software in consultation with Los Angeles County DCFS. The Santa Barbara County's E-SCARS team will develop an Operational Agreement with the Los Angeles County DCFS ("LA DCFS") to acquire and implement the E-SCARS platform developed by LA DCFS. The second and third years of the grant period will be focused on implementation and operation of the project, including training of law enforcement agencies, development of a steering committee to discuss and implement future improvements to the system and operation of ESCARS program, and a plan to sustain the project after grant funding concludes.

VI. DEPARTMENT OF SOCIAL SERVICES (DSS) RESPONSIBILITIES/BEST PRACTICES

DSS receives nearly 5,400 reports annually of potential child abuse, about one-half of which are required to be cross-reported to LEAs and the DA. Allegations reported to DSS requiring a cross-report to LEA and the DA are currently faxed manually to the LEA with jurisdiction to investigate the allegations, as well as to the DA as required by law.

With the implementation of E-SCARS, allegations reported to DSS requiring a cross-report to LEA and DA will be relayed via E-SCARS virtually immediately to both a children's social worker and the LEA with jurisdiction to investigate, as well as to the DA.

A. CHILD ABUSE HOTLINE (CAH)

1. The DSS CAH shall generate a referral when any mandated reporter, or any concerned citizen, calls to report possible abuse and/or neglect as defined in Penal Code § 11165.6. DSS will assess and determine if an in-person response is necessary or if the referral can be safely "Evaluated Out" and offer support services to the victim/family when needed. DSS shall generate a SCAR for all allegations of "child abuse or neglect" as defined in Penal Code § 11165.6.
2. After taking the referral and determining that an allegation requires a cross-report to law enforcement, DSS shall route the SCAR as soon as practically possible to the DSS office responsible for covering the residence of the mother and to the LEA with jurisdiction to investigate the allegation.
3. DSS shall handle all SCARs re-routed to the CAH as soon as practically possible upon receipt of the re-routed SCAR in order to ensure prompt action by the LEA with investigative jurisdiction. Re-routing occurs when the SCAR was sent to a LEA that does not have the jurisdiction and needs to be re-routed to the LEA that has jurisdiction. In these situations, the SCAR is re-routed back to the CAH who will then re-route it to the correct LEA.

B. CHILD WELFARE SERVICES (CWS) SOCIAL WORKER (SW)

1. When CAH determines that an in-person investigation is required, the assigned SW shall conduct a child welfare investigation regarding the alleged child abuse or neglect. In those instances where a LEA is conducting a criminal investigation arising out of, or related to, the alleged child abuse or neglect, the child welfare investigation will be performed concurrently.
2. At the conclusion of their investigation and documentation in the Child Welfare Services/Case Management System (CWS/CMS), the assigned SW's findings will be reflected in E-SCARS on the SCAR Detail page, DSS' Conclusion(s) tab.

C. CWS SUPERVISOR

1. CWS Supervisor shall ensure that, prior to approving the closure of any referral in which a cross-report to a LEA was made, the E-SCARS SCAR Details page, LEA/DA Update tab is reviewed.
2. CWS supervisor shall ensure that apparent inconsistent findings between DSS and the involved LEA in E-SCARS are evaluated and any actions that need to be taken are completed.

VII. SANTA BARBARA SHERIFF'S OFFICE (SBSO) RESPONSIBILITIES/BEST PRACTICES

Currently SBSO and other county LEAs receive SCARs via facsimile transmission. With E-SCARS, the system will be improved as follows:

A. RECEIVING A SCAR VIA E-SCARS

Any SBSO personnel (including but not limited to dispatchers, watch commanders, or records personnel) who receives a SCAR shall:

1. Monitor their dispatching systems and/or check their email regularly for any SCARs that have been transmitted from the CWS Child Abuse Hotline (CAH). Regularly means at a minimum at an interval not exceeding three hours, including nights and weekends.
2. Upon receipt of a SCAR, SBSO personnel shall verify that the incident location is within their jurisdiction. If the location is not within SBSO's jurisdiction, or if the SCAR is missing critical information, the SCAR shall be re-routed to DSS through E-SCARS for transmission to the proper LEA or for additional information.
3. Newly received SCARs should not remain in the Unopened category for more than three days. All SCARs should be opened (i.e., the allegations should be carefully reviewed) upon receipt and the status of the SCAR should be changed from Unopened to Pending, Crime Suspected, or No Crime Suspected. If SBSO does not intend to investigate, the SCAR status should be updated to the No Investigation category with a written explanation. For purposes of E-SCARS, the definition of "opened" means changing the category of an Unopened SCAR to a different category in E-SCARS.
4. Pursuant to Penal Code § 11165.9, reports of suspected child abuse or neglect made to any police department or Sheriff's Office shall be accepted "even if the agency to whom the report is being made lacks subject matter or geographical jurisdiction to investigate the reported case." SBSO should prepare a courtesy report describing the allegation(s) and send this report to the responsible agency. Working in this cooperative manner will improve child protection efforts by (1) furthering legislative intent to ensure a trained individual visibly observes, interviews, and properly assesses any possible child victim; and (2) encouraging other agencies to do the same by building upon the information provided. This section does not refer to SCARs that are re-routed to CWS for wrong jurisdiction based on what is written on the SCAR.

B. RESPONDING TO A SCAR FROM DSS

Patrol deputies or detectives shall:

1. SBSO must, by law, conduct an independent investigation in all cases where physical or sexual abuse or severe neglect is suspected [Penal Code § 11166 and *Alejo v. City of Alhambra* (74 Cal.App.4th 1180)]. Every SCAR received shall be assigned to a patrol deputy or detective to investigate the allegation(s) and shall be treated just as if

it were a "call for service." The failure to conduct a reasonable investigation, such as the failure to send a patrol car in response to a child abuse report, can result in a finding of department/personal liability. More importantly, a failure to timely investigate reported abuse can lead to serious injuries to the child, including potentially fatal injuries.

2. SBSO is to respond as soon as practical to every allegation of suspected physical or sexual abuse with few exceptions (e.g., a significant delay in reporting might not warrant immediate response). Respond means to make contact with the alleged victim, parent/guardian of the victim, and any potential witnesses to the alleged abuse.
3. If the first responding officer/deputy or detective is unable to make contact with the primary parties involved and is unable to respond again in a timely manner, the SCAR shall be assigned to another officer/deputy or detective until contact is made or all reasonable attempts to make contact have been exhausted. The actions by all sworn personnel should be briefly documented in the Comments section on the LEA/DA Update page in E-SCARS.
4. Penal Code §11166.05 makes reporting of emotional child abuse discretionary. SBSO should evaluate and encourage an investigation of an allegation of suspected emotional child abuse given the potentially grave consequences that can occur when a child feels isolated and/or without support.
5. Upon conclusion of an initial criminal investigation by an officer/deputy or detective, an SBSO sworn representative shall update E-SCARS with the findings. SBSO shall update the LEA/DA Update page with the report number as soon as feasible. In the event a written report is not generated, SBSO should update the LEA/DA Update page with some identifying number designated by their department (e.g., call number or tag number). Consideration should be given to writing a report documenting actions undertaken by officer/deputy or detective rather than relying upon an alternative manner of recording the incident (such as a call or tag number) to ensure an accurate record for review in case of future incidents involving the same suspect or victim.

C. RESPONDING TO A MANDATED REPORTER/CITIZEN REPORT

1. If a mandated reporter or concerned citizen contacts SBSO directly and actual or suspected child abuse is determined, SBSO must telephonically report the allegations to DSS CAH as soon as practical. DSS will generate a SCAR with the information obtained from SBSO in order to reduce the incidence of multiple "hard copy" SCARs being generated from a single incident. DSS will ensure the report is entered into E-SCARS and available for SBSO to download and print.
2. SBSO shall handle the report of actual or suspect child abuse as if it was received via the ESCARS.

D. DETECTIVES INVESTIGATING A SCAR

1. Once the incident is fully investigated, the assigned detective or his/her designee will ensure the status on the LEA/DA Update page properly reflects the status of the allegations.
2. SBSO sworn personnel shall update the LEA/DA Update page Comments field when No Crime Suspected or No Investigation has been categorized. This will keep all E-SCARS partners informed as to why these actions were taken or conclusions were drawn from the available facts.
3. SBSO shall cross-report to DSS CAH any allegation involving suspect or actual child physical or sexual abuse or severe neglect situations involving a family member or caretaker or when a child needs to be taken into protective custody for any reason. SBSO should cross-report allegations of any other suspects or non-family member to ensure E-SCARS maintains a complete history of all child abuse cases within Santa Barbara County.
4. SBSO shall report to DSS CAH all cases of child endangerment (e.g., driving under the influence with a child in a vehicle, domestic violence committed in the presence of a minor, possessing, selling, or manufacturing narcotics while a child is present, shoplifting while in the company of a child, any other situation involving the physical arrest of the only adult caretaker of a child, or possessing weapons/narcotics in the presence of a child).

E. TRAINING

1. SBSO shall ensure that appropriate training is provided to all sworn personnel in recognizing possible child abuse and neglect, skilled interviewing of child victims/witnesses, and when and how allegations of child abuse, neglect or endangerment should be cross-reported.

VIII. DISTRICT ATTORNEY'S OFFICE (DA) RESPONSIBILITIES REGARDING AUDITING COMPLIANCE AND OTHER RESPONSIBILITIES

The DA will continue their auditing of cross-reporting suspected child abuse allegations throughout Santa Barbara County as well as expand awareness for all mandated reporters of their statutory obligation to report suspected child abuse, neglect, or child endangerment situations.

A. PROSECUTOR/FILING ATTORNEY

When any case is presented for filing (felony or misdemeanor) involving child abuse, severe neglect, or child endangerment, the filing Deputy DA (DDA) reviewing the case shall:

1. Ensure that the filing law enforcement officer has attached a copy of the SCAR to the filing packet.

2. If the allegations were investigated by SBSO but not cross-reported, the filing DDA shall advise the filing officer/deputy to cross-report the allegation immediately to DSS CAH.
3. The filing DDA will access and review E-SCARS in every case where a minor is a victim of child abuse, neglect, or endangerment and in some appropriate cases where a minor is a witness to a crime.
4. The filing DDA will review all available SCARs, including associated and historical SCARs, that are potentially related to the same incident or a prior incident for the same victim, witness, suspect, or victim's address
5. The filing DDA or their designee shall access E-SCARS and enter the court case number of all filed felony cases into E-SCARS.

B. E-SCARS AUDITOR

The E-SCARS auditor will do the following:

1. Monitor the consistency of handling and timeliness of opening SCARs by all LEAs.
2. Audit all LEAs in Santa Barbara County, DSS, and the DA for statutory compliance with Penal Code §§ 11166(j) and (k).
3. Review E-SCARS statistics for every LEA at least once per week for all categories [Unopened, Pending, Crime Suspected, No Crime Suspected, and No Investigation] to determine whether SCARs are being opened and handled in a timely and appropriate manner.
4. Monitor that SCARs are not being placed in the Pending category as a holding spot without further review.
5. Read and evaluate selected SCARs and associated SCARs for the purpose of viewing prior history involving a victim, sibling, perpetrator, and witnesses as a check and balance to ensure cases do not fall through the cracks.
6. Read every sensitive and fatality SCAR to ensure it is investigated in a timely manner and it is brought to the attention of the designated deputy district attorney (if appropriate).
7. Monitor all SCAR logs to ensure SCARs are being reviewed and updated by LEAs, DA, and social workers.
8. Ensure the court case numbers of all felony cases (and most misdemeanor cases) are updated by DA staff into E-SCARS.
9. Monitor both DSS and LEAs to ensure their findings are included in E-SCARS.
10. Make telephonic contact or send emails or other correspondence to any agency that appears to have failed to perform any statutory duty or appears to have failed to comply with any portion of this signed OA.

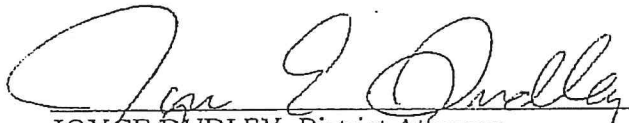
11. Provide on-going training with the designated Chief Deputy DA to law enforcement personnel, social workers, and DA staff related to E-SCARS.
12. Facilitate/liaise with any agency asking for support with E-SCARS.

IX. CONFIDENTIALITY

The parties to this OA agree that juvenile case files and the information contained therein, as well as records of Federally funded public social services, are confidential under applicable law, which includes, but is not necessarily limited to, California Welfare and Institutions Code §§ 827 and 10850 as well as California Department of Social Services Manual of Policies and Procedures Division 19. The parties further agree that confidential information shall be shared and further disseminated only in a manner which is consistent with the applicable law.

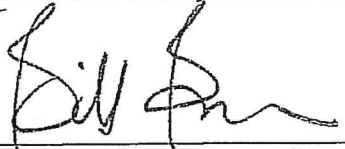
The E-SCARS is designated to comply with State law in the area of protecting children and preventing child abuse. By adopting the best practices set forth in this document and fulfilling all responsibilities herein, the parties act on behalf of the child of Santa Barbara County to keep them safer through a commitment to act collectively and with commitment to assist one another in further the child protection mission of each agency.

IT WITNESS THEREOF, the parties hereto have executed this Operational Agreement for the Electronic Suspected Child Abuse Report System (E-SCARS).



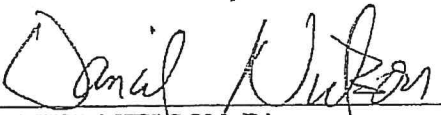
JOYCE DUDLEY, District Attorney
Santa Barbara County District Attorney's Office

1-20-2017
DATE



BILL BROWN, Sheriff - Coroner
Santa Barbara County Sheriff's Office

1/27/17
DATE



DANIEL NIELSON, Director
Santa Barbara County
Department of Social Services

1-20-2017
DATE

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient <u>Santa Barbara District Attorney's Office</u>	Duns# <u>131851219</u>	FIPS# <u>083.00000</u> <i>AP</i>
Disaster/Program Title: <u>Electronic Suspected Child Abuse Report System (ES) Program</u>		
Performance Period: <u>01/01/20</u> to <u>12/31/20</u>		Subaward Amount Requested: <u>\$ 250,000</u>
Type of Non-Federal Entity (Check Box): <input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe		


Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 3,300,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent) 	Date: 12/17/2019
Print Name and Title: Michael Soderman, Chief Financial Officer	Phone Number: 805-568-2303
Cal OES Staff Only: SUBAWARD # <u>ESI9 02 0420</u>	

PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

*Santa Barbara County

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

*24th Congressional District

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

*37th State Assembly District

35th State Assembly District

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

*19th State Senate District

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

Population of Santa Barbara County: 446,527