COUNTY OF LOS ANGELES
Child Support Services Department

Philip L. Browning
Director

February 11, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF PURCHASE OF SPREADSHEET PROGRAM FOR A STAND-ALONE AUDIT TOOL
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

CIO RECOMMENDATION: **APPROVE (X)**
APPROVE WITH MODIFICATION ( )
DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the purchase of a spreadsheet program for a stand-alone Audit Tool to be used for the calculation of interest and to distribute payments per the distribution hierarchy as set forth in the State of California Manual of Policies and Procedures Chapter 12-400.

2. Authorize the Director of Child Support Services to sign the enclosed Agreement (Attachment A) with Elizabeth Parks, an employee of Child Support Services, in the amount of $30,000, for purchase of a spreadsheet program that Ms. Parks has developed for case auditing.

3. Find that special circumstances exist pursuant to County Code Section 2.180.010 to contract with County employee Elizabeth Parks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Elizabeth Parks, a Supervising Family Support Officer with the Child Support Services Department, has developed a case auditing spreadsheet which the Child Support Services Department would like to purchase. The spreadsheet was developed outside of the Department offices, at Ms. Parks' home, on her own personal computer and during her non-county time. This spreadsheet program provides for the automation of the calculation of interest on multiple accounts such as conditional/temporary

accounting and welfare/non-welfare accounting and disperses payments pursuant to the distribution hierarchy which went into effect October 1998 with the enactment of the Personal Responsibility and Work Opportunity Reconciliation Act ("PRWORA"). Child Support Services employees have tested this spreadsheet.

In addition to testing Ms. Park's Audit Tool, the Child Support Services Department sought to find other audit tools that would meet the Department's needs. All county child support services departments within California were contacted and approximately seventeen responded to our inquiry. Many of these counties had no audit tools and many of these counties had yet to modify their tools to comply with the Manual of Policies and Procedures, Chapter 12-400. Therefore, no other audit tool was found to meet our needs. Additionally, three private vendors were researched to find a commercial audit tool. However, none of those tools were found to be compatible with ARS, the Child Support Services Department's case management system.

Implementation of Strategic Plan Goals

The purchase and implementation of this Stand-Alone Audit Tool supports the County's Strategic Plan Goals as indicated:

- Goal 1. Service Excellence: Provides the public with easy access to quality information and services that are both beneficial and responsive.
- Goal 2. Workforce Excellence: Enhances the quality and productivity of the County Workforce.
- Goal 3. Organizational Effectiveness: Ensures that service delivery systems are efficient, effective, and goal-oriented.
- Goal 4. Fiscal Responsibility: Strengthens the County's fiscal capacity.
- Goal 5. Children and Families' Well-Being: Improves the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

Child Support Services Department Employee Elizabeth Parks is willing to sell the rights to the spreadsheet for the stand-alone Audit Tool for $30,000. The Child Support Services Department's 2003-2004 adopted budget has funding identified and approved for this expenditure.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has determined that the conflict of interest laws would not preclude the County from purchasing this product from Ms. Parks providing that she did not participate in the County's decision to purchase it, and the agreement is submitted to your Board for approval. County Counsel has approved the agreement as to form.

The Child Support Services Department has determined that the provisions of Los Angeles County Code Section 2.180.010 have not been violated.

The Risk Management division of the Chief Administrative Office has advised the Child Support Services Department and County Counsel of their concerns regarding any potential patent infringement and financial exposure from errors associated with the spreadsheet. Although the agreement requires indemnification, Ms. Parks is not a private business and does not carry error and omissions insurance and liability. The Department has tested Ms. Park's spreadsheet and has determined that the financial exposure from any potential errors or patent infringement is negligible.

IMPACT ON CURRENT SERVICES

This stand-alone Audit Tool spreadsheet program provides for automation of the calculation of interest on multiple child support accounts such as conditional/temporary accounting and welfare/non-welfare accounting, and disbursement of payments per the distribution hierarchy, which went into effect October 1998 with the enactment of PRWORA. CSSD employees have tested her spreadsheet and have found it to be timesaving as well as accurate.

CONCLUSION

Special circumstances exist in the Child Support Services Department which would make it prudent for the County to enter into a contract with Elizabeth Parks. Board Approval of this request will authorize the Director of the Child Support Services Department to execute this Agreement with Elizabeth Parks.

Respectfully submitted,

Philip L. Browning
Director

Reviewed by:

John W. Fullinwider
Chief Information Officer

Attachment: A – Agreement Between Ms. Parks and County of Los Angeles

Attachment A

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND ELIZABETH PARKS

WHEREAS, Elizabeth Parks (hereafter "Grantor"), a Los Angeles County employee in the position of Supervising Child Support Officer in the Child Support Services Department, has developed a spreadsheet program for a stand-alone Audit Tool, known as "The Audit Tool", on Grantor's own personal time, at Grantor's home, and with Grantor's own personal computer and other resources;

WHEREAS, County of Los Angeles through its Child Support Services Department (hereafter collectively "County") is interested in purchasing "The Audit Tool";

WHEREAS, "The Audit Tool" provides for the automation of the calculation of interest on multiple accounts, such as conditional/temporary accounting and welfare/non-welfare accounting, and disperses payments per the distribution hierarchy, as mandated by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and other applicable laws and regulations;

WHEREAS, it is the intent of both County and Grantor to enter into this Agreement under which County shall purchase from Grantor all of Grantor's right, title and interest of every kind or nature, including, but not limited to, all copyrights, patent rights, trade secret rights and all renewals and extensions thereof, in and to "The Audit Tool".

NOW, THEREFORE, Grantor and County agree as follows:

1. For the valuable consideration set forth herein, Grantor hereby grants, conveys, assigns and transfers to County and its successors and assigns throughout the world in perpetuity for all purposes, all of Grantor's right, title and interest of every kind or nature, including, but not limited to, all copyrights, patent rights, trade secret rights and renewals and extensions thereof, in and to "The Audit Tool", including, but not limited to, any and all documentation, written designs, plans, diagrams, reports, software development tools and aids, source codes, object codes, training documents of all types relating to "The Audit Tool", and in and to all works based on, incorporated in, derived from, incorporating or relating to "The Audit Tool" and from which "The Audit Tool" is derived.

Without limiting the foregoing, this grant, conveyance, assignment and transfer includes, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

2. By signing this Agreement, Grantor specifically represents and warrants, that Grantor is not aware of any person or entity other than County and Grantor claiming to have any right, title or interest in and to "The Audit Tool" and that, to the best of Grantor's knowledge, as of the date of execution of this Agreement by County, there is no pending litigation or other claim of any kind or nature regarding "The Audit Tool".

3. Grantor shall indemnify, hold harmless and defend County, its officers, employees and agents, from and against any and all claims, demands liabilities, damages, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert fees, for or by reason of any actual or alleged infringement of any patent or copyright, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to "The Audit Tool". Notwithstanding the above, Grantor shall have no obligation to indemnify County for any liability or damages solely caused by or arising from modifications or enhancements made to "The Audit Tool" by County after the date of execution of this Agreement by County.

4. In consideration for this grant, conveyance, assignment and transfer of "The Audit Tool" by Grantor, Grantor shall be entitled to, and County shall pay Grantor the sum of, Thirty Thousand Dollars ($30,000) to be due and payable within thirty (30) days after the date of execution of this Agreement by County.

5. Any promotional material developed by County for "The Audit Tool" shall recognize Grantor as a developer of "The Audit Tool" along with County.

6. County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license or otherwise transfer any and all of County's right, title and interest, including, but not limited to, copyrights, in and to "The Audit Tool".

7. Whenever requested by County, Grantor shall promptly execute and deliver to County all papers, instruments and other documents requested by County, and shall promptly perform all other acts requested by County to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by County's Director of Child Support Services Department, and Grantor has subscribed this Agreement on her behalf, this __ day of _____, 2004.

COUNTY

Date _____

for Phillip L. Browning, Director
Child Support Services Department

GRANTOR

Date 12·12·03

Elizabeth Parks

APPROVED AS TO FORM:
Lloyd W. Pellman
County Counsel

By _____
Deputy