



PHILIP L. BROWNING
Interim Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 01, 2011

#11 NOVEMBER 1, 2011

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AMEND CONTRACT TO PROVIDE A QUALITY SERVICE REVIEW
PROTOCOL WITH HUMAN SYSTEMS AND OUTCOMES, INC.
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks to execute an amendment with Human Systems and Outcomes, Inc., (HSO) to develop a Quality Service Review (QSR) tool to evaluate DCFS' Child Protection Hotline (Hotline) and its Emergency Response (ER) investigation/assessment processes used to screen child abuse and neglect calls and to determine which children and families require protective interventions and services, as well as to extend the contract term on a month-to-month basis not to extend beyond six months. The current contract will expire on December 31, 2011.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Interim Director of DCFS or his designee to execute an amendment (substantially similar to the amendment in Attachment I) with HSO, to Contract Number 77220, to develop an additional QSR evaluation. The cost of this amendment is \$85,440, financed using 75% (\$64,080) Federal revenue and 25% (\$21,360) State revenue. Sufficient funding is included in the Department's Fiscal Year 2011-12 Adopted Budget. The Interim Director will notify the Board and the Chief Executive Office (CEO) in writing within ten business days after execution.
2. Delegate authority to the Interim Director of DCFS or his designee, to extend the contract term on a month-to-month basis not to extend beyond six months by written notice to the contractor beyond the current expiration date of December 31, 2011.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract will expire December 31, 2011. The recommended action to amend the QSR contract will allow HSO to develop a QSR tool designed to examine DCFS' Child Protection Hotline (Hotline) and ER investigation/assessment processes used to screen child abuse and neglect calls and to determine which children and families require protective interventions and services. It will also strengthen the current QSR protocol and help DCFS attain a passing QSR score, which is an exit criterion of the Katie A. lawsuit.

During the first year of the contract, HSO developed a QSR tool for ongoing child welfare services. DCFS trained reviewers and deployed QSR teams to conduct site reviews in three offices providing frontline case practice to children and families receiving ongoing services. As a result of these reviews, deficiencies were identified which have prompted significant improvement in the service delivery. These outcomes were accomplished with the assistance and technical support of HSO.

Based on the successes achieved with the introduction and use of QSR into frontline case practice, DCFS recognized a need to conduct a similar review of Hotline referral intake and investigation/assessment services.

Implementation of Strategic Plan Goals

This amendment is consistent with the principles of the Countywide Strategic Plan, Goal #1, Operational Effectiveness – which ensures that service delivery systems are efficient, effective and goal-oriented. By amending the contract for QSR, it will better help DCFS evaluate and improve on its casework practices.

FISCAL IMPACT/FINANCING

The estimated Maximum Contract Amount for this amendment is \$85,440. The contract costs will be funded by Cohort I Training funds, which consist of 75% (\$64,080) Federal revenue and 25% (\$21,360) State revenue. Funding is included in the Department's Fiscal Year 2011-12 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is required to meet one of the components of the County's exit criteria from the Katie A. class action lawsuit. A three-pronged approach is proposed to exit from the lawsuit consisting of: 1) successful adoption by the Board of Supervisors/Federal District Court of a meaningful strategic plan; 2) a passing score on a QSR; and 3) acceptable progress on a discrete set of data indicators, which was approved by the Board of Supervisors on October 14, 2008.

The original term of the contract (Contract No. 77220) with HSO adopted by the Board on January 12, 2010 was from January 12, 2010 to December 31, 2010. The contract was extended on a month-to-month basis, up to 12 months, from January 1, 2011 through December 31, 2011.

The original contract was funded through the Katie A. Strategic Plan allocation at 100% net County cost (NCC). The amendment is funded through Federal and State revenue. Due to the change in

funding from NCC only to State and Federal funds, it was necessary to obtain State approval for this sole source contract amendment. DCFS received approval from California Department of Social Services (CDSS) for this amendment (Attachment II). In order to meet the State and Federal requirements, the following provisions were added to the original contract: Contract Accounting and Financial Reporting, Record Retention and Inspection/Audit Settlement, Liquidated Damages, and Use of Funds. Additional changes to the Contract Terms and Conditions include allowing the out-of-state contractor to maintain records outside of Los Angeles County in accordance with California state records and retention regulations; and modifying the provision allowing the contractor to submit a copy of the company's Federal and State income tax returns within 30 calendar days after submission to the Internal Revenue Service (IRS) in lieu of audited financial statements.

Changes to the contract terms and conditions approved by your Board in the January 12, 2010 Adopted Board letter continue to be in effect, as follows:

1. The contractor's notification of contract expiration timeframe was shortened;
2. Consideration of hiring County employees is not applicable; and,
3. Consideration of hiring GAIN/GROW recipients is not applicable.

The Chief Executive Office (CEO) and County Counsel have reviewed the amendment and Board letter. The attached amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The current QSR contract with HSO was procured through negotiation as a sole source. HSO has proprietary rights to the QSR tool. The contract was approved on January 12, 2010. Since December 28, 2010, the then Acting Director of DCFS has exercised her delegated authority and extended the contract on a month-to-month basis until December 31, 2011.

As mentioned above, CDSS approved our request to use State and Federal funds to amend the QSR contract by increasing the contract amount and adding the additional service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract amendment will provide DCFS with a QSR tool to evaluate the Hotline ER investigation and assessment processes used to screen child abuse and neglect referral calls and to determine which children and families require protective interventions and services. It will help identify deficiencies in our practice and areas needing improvement. It will also help in meeting the exit criterion of a passing score on the QSR, as required by the Katie A. settlement.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services.

Respectfully submitted,

The Honorable Board of Supervisors

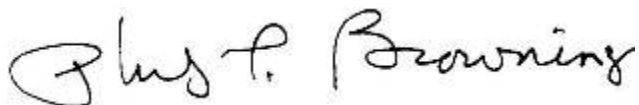
11/1/2011

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PHILIP L. BROWNING

Interim Director

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive style with a large initial "P" and "B".

PHILIP L. BROWNING

Interim Director

PLB:CMM:ec

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



AMENDMENT NUMBER ONE
TO
QUALITY SERVICE REVIEW SERVICES
CONTRACT NO. 77220
WITH
HUMAN SYSTEMS AND OUTCOMES, INC

**AMENDMENT TO CONTRACT NUMBER ONE 77220
FOR QUALITY SERVICE REVIEW (QSR) SERVICES**

This Amendment to Contract Number 77220 adopted by the Board of Supervisors on January 12, 2010, is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and Human Systems and Outcomes, Inc. (HSO) "CONTRACTOR" for QSR Services this 1st day of November, 2011.

WHEREAS, on January 12, 2010, the Board of Supervisors approved a sole source Contract with Human Systems and Outcomes, Inc. (HSO) for a period of 12 months, effective January 12, 2010 through December 31, 2010 with the option to extend for up to an additional 12 months for the provision of a customized QSR protocol for the Department of Children and Family Services (DCFS) to evaluate the effectiveness of the case work practices; and

WHEREAS, on December 28, 2010, the Director of DCFS exercised Board delegated authority to execute the QSR Contract's twelve-month extension on a month to month basis in accordance with the Board letter adopted on January 12, 2010, effective January 1, 2011 through December 31, 2011; and

WHEREAS, DCFS determined the need to focus QSR inquiry into the Emergency Response (ER) also known as the front door arena of practice in order to strengthen current practices and results; and

WHEREAS, this Amendment is made pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, CHANGES AND AMENDMENTS;

The contract is amended as follows:

1. TABLE OF CONTENTS, PART II: STANDARD TERMS AND CONDITIONS is amended to add the following sections:

- 51.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING
- 52.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT
- 53.0 LIQUIDATED DAMAGES
- 54.0 USE OF FUNDS

2. TABLE OF CONTENTS, EXHIBIT A STATEMENT OF WORK, 9.0 Performance Requirements Summary is amended to add the following exhibits:

- Exhibit A-2.1: Pricing Schedule for 2011
- Exhibit A-3.1: Scope of Work/Project Plan for 2011

Exhibit A-5: Line Item Budget

3. TABLE OF CONTENTS, EXHIBIT B: Attachments is amended to add Attachment K: Auditor-Controller Contract Accounting and Administrative Handbook
4. PART 1, UNIQUE TERMS AND CONDITIONS, 1.0 Applicable Documents and Defined Terms, sub-section 1.2 is deleted in its entirety and replaced with the following:
 - 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, and K set forth below, are attached to this Contract.
5. PART 1, UNIQUE TERMS AND CONDITIONS, 2.0 Term, sub-sections 2.3 and 2.4 are modified, and section 2.5 is added as follows:
 - 2.3 The COUNTY shall have the sole option to extend the Contract automatically on month-to-month, but not to exceed six months. The extension shall be exercised at the sole discretion of the Interim Director or his designee, by written notice to the CONTRACTOR.
 - 2.4 COUNTY will issue a written start work notice to CONTRACTOR indicating when any type of service under this Contract can begin. CONTRACTOR shall not begin any service under this Contract without the written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of a written stop work notice.
 - 2.5 CONTRACTOR shall notice COUNTY when this Contract is within three (3) months from the expiration of the term. CONTRACTOR shall send the written notification to the COUNTY Program Manager.
6. PART 1, UNIQUE TERMS AND CONDITIONS, 3.0 Contract Sum, sub-sections 3.1 and 3.2 are modified as follows:
 - 3.1 The Maximum Annual Contract Sum for the period January 12, 2010 through December 31, 2010 is \$298,000. The Maximum Annual Contract Sum for the period January 1, 2011 through December 31, 2011 is \$85,400. The Maximum Contract Sum is \$383,440.

- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of the Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-2 and A-2.1, Pricing Schedules, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and payments, of this Contract.
7. PART 1, UNIQUE TERMS AND CONDITIONS, 3.0 Contract Sum, sub-section 3.7 is added as follows:
- 3.7 CONTRACTOR's budget is attached as Exhibit A-5, Line Item Budget and referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget.
8. PART I, UNIQUE TERMS AND CONDITIONS, Section 4.0 Insurance Requirements, sub-sections 4.1.3 and 4.1.4 are modified as follows:
- 4.1.3 Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor,

deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

9. PART II, STANDARD TERMS AND CONDITIONS, Section 51.0 is added as follows:

51.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

51.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment K, Auditor-Controller Contract Accounting and Administration Handbook.

51.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

10. PART II, STANDARD TERMS AND CONDITIONS, Section 52.0 is added as follows:

52.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

52.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

52.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or

for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 52.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 52.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 52.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract

exceed the funds appropriated by the COUNTY for the purpose of this Contract.

52.6 CONTRACTOR shall submit a copy of its federal and state income tax return within 30 calendar days after submission.

11. PART II, STANDARD TERMS AND CONDITIONS, Section 53.0 is added as follows:

53.0 LIQUIDATED DAMAGES

53.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

53.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from

the COUNTY's payment to the CONTRACTOR;
and/or

- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

53.3 The action noted in Sub-section 53.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

53.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 53.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

- 12. PART II, STANDARD TERMS AND CONDITIONS, Section 54.0 is added as follows:

54.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, the State of California, or the Federal Government or its authorized representatives. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

- 13. EXHIBIT A: STATEMENT OF WORK, Section 2.0 PURPOSE is modified as follows:

A QSR is a process for performance measurement and practice development. QSR goes beyond compliance reviews by examining key areas of case practice that yield outcomes expected of child serving

agencies. QSR measures the status of the focus child and caregiver, the child's progress, and practice functions used for the child and caregiver. QSR results provide useful in-depth information for strengthening frontline practice and building local capacities for providing better practice.

A QSR is also one of the components of the County's exit criteria from the Katie A. class action lawsuit. A three-pronged approach is proposed to exit from the lawsuit consisting of: 1) successful adoption by the Board of Supervisors/Court of a meaningful strategic plan; 2) passing score on a QSR; and 3) acceptable progress on a discrete set of data indicators.

The QSR provides a list of objective criteria for demonstrating compliance with the Katie A. Settlement Agreement and generally encompasses two levels of review – "child status indicators" and "system performance". QSR's have been used in other jurisdictions under similar child welfare court orders to improve qualitative performance and outcomes for children and families, and have become the standard for objectively documenting fulfillment of these orders.

The QSR in many ways is an extension of the Federal Child and Family Services Review (CFSR) which focuses on evaluating improved outcomes for children and families in the areas of: recurrence of maltreatment; incidence of child abuse/neglect in foster care; foster care re-entries; length of time to achieve reunification; length of time to achieve adoption; and stability of foster care placement. However, the QSR places greater emphasis on qualitative practice, which can inform the attainment of outcome trends, or lack thereof.

In order to broaden the focus of inquiry of the Quality Service Review (QSR) case practice review tools and process, consultation will be used to support early introduction, adaptation, and integration of ER QSR protocols designed to examine the DCFS hotline and investigation/assessment processes used to screen child abuse and neglect calls and to determine which children and families require protective interventions and services.

14. EXHIBIT A STATEMENT OF WORK, Section 3.0 DEFINITIONS is modified to add sub-sections 3.12 and 3.13 as follows:
 - 3.12 Front Door – means the initial Child Protection Hotline referral and the Emergency Response Investigation of the referral.
 - 3.13 The ER QSR Protocol – means the QSR methodology and customized indicators applied to the Front Door.
15. EXHIBIT A STATEMENT OF WORK, Section 4.0 COUNTY PROGRAM MANAGEMENT sub-section 4.6 is modified as follows:

- 4.6 CPM shall provide written feedback to HSO on QSR protocol draft.
16. EXHIBIT A STATEMENT OF WORK, Section 4.0 COUNTY PROGRAM MANAGEMENT is amended to add sub-section 4.9 as follows:
- 4.9 CPM shall select design team and QSR trainee participants for the ER QSR Protocol; shall describe the “practice model” on which the QSR ER Protocol is based; plan the formative trials and technical review, and refinement process; support introduction of the new database and reporting requirements for the ER QSR; schedule and manage key events; make refinements in steps and tools.
17. EXHIBIT A STATEMENT OF WORK, Section 6.0 REPORTS AND QUALITY ASSURANCE PLAN, Sub-section 6.1 is modified as follows:
- 6.1 The CONTRACTOR shall establish and maintain a Project Plan to assure the requirements of the contract are met. A copy of the plan is included as Exhibits A-3 and A-3.1 and monthly updates must be provided to the CPM beginning with the contract start date and each month thereafter. The original Project Plan and any revisions thereto shall include, but not be limited to, the following:
- 6.1.1 The methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-1, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 6.1.2 The methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR’s employees or any other potential disruption in service.
18. EXHIBIT A STATEMENT OF WORK, Section 6.0 REPORTS AND QUALITY ASSURANCE PLAN, Sub-section 6.6 is modified to add paragraphs 6.6.1 through 6.6.12 as follows:
- 6.6 The amended contract for the ER QSR Protocol and Reporting Tool Development Activities shall provide the following deliverables:
- 6.6.1 Advance Preparation to Support ER QSR Activities
- CONTRACTOR shall provide COUNTY off-site technical assistance via conference calls and email exchanges to guide DCFS staff in setting up the logistical arrangements for

the design of the protocol, initial reviewer orientation, small-scale formative trials, and making refinements in tools and processes.

6.6.2 Design Team Process

CONTRACTOR shall facilitate a design team process requiring 2.5 days for 12-15 participants.

6.6.3 Development of the Prototype ER QSR Protocols and Roll-Up/Reporting Tools

CONTRACTOR shall develop rough draft prototype versions of the ER QSR Protocols and Roll-Up/Reporting Tools, following Design Team work. CONTRACTOR shall solicit and incorporate edits from Los Angeles County stakeholders in practice development and deliver customized LACO QSR Pilot Test/Formative Trials Versions of the Protocols for CPH/Intake and ER Investigations.

6.6.4 Preparation of QSR Orientation Activities and Materials

CONTRACTOR shall develop orientation activities and materials necessary to prepare participants for conducting formative trials of the ER QSR Protocols and Reporting Tools.

6.6.5 Orientation of Participants

CONTRACTOR shall conduct a 2-day onsite orientation for DCFS participants to prepare them for the Formative Trials of the ER QSR Protocols and Reporting Tools.

6.6.6 Initial Orientation of Participants to Make Ready for the Formative Trials

CONTRACTOR shall provide COUNTY a 1-day onsite orientation to participants in the formative trial process to prepare them for the formative trial activities.

6.6.7 Formative Trial of the Prototype ER QSR Protocols and Reporting Tools

CONTRACTOR shall conduct a series of formative trials of the Prototype ER Protocols and Reporting Tools involving nine recent ER cases.

6.6.8 Database Development and Technical Support Provided to DCFS Staff during the Formative Trials

CONTRACTOR shall prepare the database design and graphic templates and provide technical support to the DCFS QSR database manager during the formative trial process of the ER QSR Protocols.

6.6.9 Technical Review of the QSR Protocols and Reporting Tools

CONTRACTOR shall conduct a technical review conference call to gather suggestions for refinement to the QSR Protocols and Reporting Tools.

6.6.10 Refinement and Delivery of the QSR Protocols and Reporting Tools

CONTRACTOR shall make necessary refinements in the ER QSR Protocols and Reporting Tools based on results of the formative trial and technical review processes.

6.6.11 Revision of the Database and Presentation Graphic Templates

Following the formative trials, CONTRACTOR shall make necessary refinements to the database management design and the graphic templates used for presentations.

6.6.12 Final Products

CONTRACTOR shall prepare and deliver ER QSR Protocols and Reporting Tools to DCFS.

19. EXHIBIT A: STATEMENT OF WORK, Section 7.0 OUTCOME MEASURES is modified as follows:

7.0 OUTCOME MEASURES

As a result of our consultation with HSO, DCFS will have developed a customized performance measurement protocol (QSR) which coherently and efficiently integrates this new process within the DCFS QI/QA framework. Specifically, DCFS will have attained the following:

- Customized Qualitative Service Review instrument (QA Protocol and working papers).
- A set of 36 trained Los Angeles County Case Reviewers who have been trained in conducting QSR, 12 of whom will have attained an agreed upon level of competency (“certified”) to conduct QSR reviews and mentor other reviewers.
- A QSR pilot test (1 Regional Office) and initiation of the QSR roll out plan (2 regional offices).
- A QSR database management system – File Maker Pro database to capture the QA review results along with Delta Graphing report writer – to produce QSR reports on outcomes; the findings from the first three (3) reviews will be prepared and issued.
- Twelve (12) designated Los Angeles County Staff who is trained in data entry for the QSR database.
- Three (3) designated Los Angeles County Staff who is trained to manage the QSR database management system.
- Los Angeles County DCFS will be positioned to complete the QSR reviews for the remaining 15 regional offices and issue findings and a final report by December 15, 2012, in compliance with the requirement of the Katie A Lawsuit; Los Angeles County DCFS will have the capacity to complete QSR reviews on all 18 Regional Offices every two years thereafter.

The amended contract will have produced:

- 1) Two working ER QSR Protocols for (a) the hot-line call and (b) the ER investigation with related working papers;
- 2) A growing pool of local persons (9-12 persons) who have received two days of classroom training and practical fieldwork experience conducting reviews;
- 3) A database design (loaded with the formative trial cases) with a report generation structure and templates for graphic displays of data; and
- 4) A group of persons moving through the training and certification sequence to become the initial ER QSR reviewer pool and a wider interest group who are becoming aware of the ER QSR initiative, some of whom will volunteer to be DCFS’ future training and review sites.

20. EXHIBIT A: STATEMENT OF WORK, Sub-section 8.20 is modified as follows:

8.20 Technical Support from HSO to DCFS on both QSR implementation and the Database. Off-site Technical support will be provided by HSO aimed at helping DCFS staff succeed in the implementation, integration, and effective use of QSR tools and processes in measuring practice and improving results; limited technical support will be provided by HSO aimed at helping DCFS staff succeed in the implementation, integration, and effective use of the expanded ER QSR Protocol in measuring practice and improving results.

21. EXHIBIT A: STATEMENT OF WORK. Exhibit A-1 Performance Requirements Summary is modified to add Required Services 17 through 25.
22. EXHIBIT A: STATEMENT OF WORK is amended to add the Exhibit A-2.1 Pricing Schedule for 2011 and A-3.1 Scope of Work/Project for 2011, Plan Enhancing the QSR Design to Provide Inquiry into the ER Services Arena – Amendment.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT

Exhibit A-1: Performance Requirements Summary

9.0 PERFORMANCE REQUIREMENTS SUMMARY

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
17.	Design Team Meeting - 12-15 Key ER stakeholders and practice champions to discuss QSR for Child Protection Hot-Line (CPH) Intake and ER investigations, to develop the indicators in accord with DCFS ER Practice Model, for working drafts of the (2) Front Door Protocols.	Completion of meeting.	The performance target is a 100% Standard.	November 1, 2011 or Board approval date, whichever is later	The method of monitoring compliance will be: <ul style="list-style-type: none"> • Schedule of Meeting • Agenda • (1) copy of material or handout • Sign-in sheet 	Notice of Non-Compliance \$1271 for not meeting completion date.
18.	Provide (2) rough draft proto-types of the Front Door Protocols (CPH Intake and ER Investigations) following Design Team Work	Deliver draft of Front Door Protocols in electronic (CD-Rom & Email) and Hard Copy format to the CPM.	The performance target is a 100% Standard.	December 9, 2011	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of QSR Draft.	Notice of Non-Compliance \$225 for not meeting completion date.
19.	Incorporate Edits to Protocol Drafts and deliver QSR Pilot Test Versions	Deliver draft of Front Door Protocols in electronic (CD-Rom & Email) and Hard Copy format to the CPM.	The performance target is a 100% Standard.	January 6, 2012	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of QSR Draft.	Notice of Non-Compliance \$127 for not meeting completion date.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
20.	2 Day onsite orientation of 9-12 participants in preparation for the Piloting of the Protocols.	Completion of meeting.	The performance target is a 100% Standard.	February 2-3, 2012	The method of monitoring compliance will be: <ul style="list-style-type: none"> • Schedule of Meeting • Agenda • (1) copy of material or handout • Sign-in sheet 	Notice of Non-Compliance \$340 for not meeting completion date.
21.	1 Day onsite orientation/training of QSR Review Team, including 2 Out of State Mentor Reviewers.	Completion of Training	The performance target is a 100% Standard.	February 6, 2012	The method of monitoring compliance will be: <ul style="list-style-type: none"> • Schedule of Meeting • Agenda • (1) copy of material or handout • Sign-in sheet 	Notice of Non-Compliance \$345 for not meeting completion date.
22.	Pilot the CPH (Intake) and ER (Investigation) Front Door Protocols through Formative Trials with 2 Out of State Mentors.	Completion of 9-12 Formative Trials of recently completed Investigations – from Intake to Disposition.	The performance target is a 100% Standard.	February 7-10, 2012	Individual written summary reports of each case review by HSO reviewer. Summary Reports should have Case #, Title of Interviewee, and Results/findings	Notice of Non-Compliance \$1209 for not meeting completion date.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	ESTIMATED COMPLETION DATE	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
23.	Technical Review of the Front Door QSR Protocols and Data base, incorporating all data obtained through the Formative Trials.	Provision of the (2) Post Pilot Drafts of the Front Door Protocol for Refinement.	The performance target is a 100% Standard.	February 24, 2012	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of QSR Draft.	Notice of Non-Compliance \$72 for not meeting completion date.
24.	Refinement of Technical Review Versions of the Front Door QSR Protocols and Data base	Provision of the (2) Post Pilot Drafts of the Front Door Protocol for Refinement.	The performance target is a 100% Standard.	March 9, 2012	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of QSR Draft.	Notice of Non-Compliance \$114 for not meeting completion date.
25.	Final Draft of the CPH Intake Protocol and Database and Final Draft of the ER Investigation Protocol and Database Delivered (and perpetual use site license granted for DCFS and fair use of HSO's intellectual property in QSR).	Delivery of Final ER QSR Protocols and Reporting Tools to DCFS.	The performance target is a 100% Standard.	March 30, 2012	Receipts signed by DCFS CPM confirming receipt of both electronic and hard copy of the expanded (Front Door) DCFS QSR Protocols.	Notice of Non-Compliance \$32 for each week late.

*Estimated completion dates are subject to change with prior notification and agreement between the CPM and Contractor.

Pricing Schedule for 2011

<u>Steps for ER QSR Development, Formative Trials, and Refinements</u>	<u>Unit Price</u>
Advance Preparation to Support ER QSR Activities Provide off-site technical assistance to guide DCFS staff in setting up the logistical arrangements for the design of the protocol, initial reviewer orientation, small-scale formative trials, and making refinements in tools and processes.	\$4560
Design Team Process Preparation for design team meeting; facilitate on-site design team meeting (2 HSO staff) for 12-15 participants.	\$20860
Development of the Prototype ER QSR Protocols and Roll-Up/Reporting Tools Develop prototype versions of the ER QSR Protocols and Roll-Up/Reporting Documents for technical review and formative trial processes.	\$9000
Preparation of QSR Orientation Activities and Materials Develop orientation activities and materials necessary to prepare participants for conducting formative trials of the ER QSR Protocols and Reporting Tools.	\$5070
Orientation of Participants Conduct a 2-day onsite orientation for DCFS participants to prepare them for the Formative Trials of the ER QSR Protocols and Reporting Tools.	\$6800
Initial Orientation of Participants to Make Ready for the Formative Trials Provide a 1-day onsite orientation to participants in the formative trial process. HSO will provide two out-of-state mentors.	\$6900
Formative Trials of the ER QSR Protocols and Reporting Tools Conduct a series of formative trials of the Prototype ER Protocols and Reporting Tools involving six recent ER cases. This will include two out-of-state mentors over four days.	\$20430
Database Development and Technical Support Provided to DCFS Staff during the Formative Trials Prepare the database design and graphic templates and provide technical support to the DCFS QSR database manager during the formative trial process of the ER QSR Protocols.	\$3750
Technical Review of the QSR Protocols and Reporting Tools Conduct a technical review conference call to gather suggestions for refinement to the QSR Protocols and Reporting Tools.	\$2880
Refinement and Delivery of the QSR Protocols and Reporting Tools Make necessary refinements in the ER QSR Protocols and Reporting Tools based on results of the formative trial and technical review processes.	\$3960
Revision of the Database and Presentation Graphic Templates Following the formative trials, HSO staff will make necessary refinements to the database management design and the graphic templates used for presentations.	\$600
Final Products HSO will prepare and deliver ER QSR Protocols and Reporting Tools to DCFS.	\$630
Total Price for Above Activities	\$85,440

Enhancing the QSR Design to Provide Inquiry into the ER Services Arena - Amendment

Submitted by Ray Foster, PhD

Director, Human Systems and Outcomes, Inc. (HSO)

Office phone: 850.422.8900 • Cell phone: 850.212.3903

Email: fosterray@aol.com

ER QSR Protocol and Reporting Tool Development Activities

This is an ER QSR development and refinement proposal. It is offered to adapt ER QSR protocols and processes used in other states to meet DCFS needs for improving ER practice performance. It is envisioned that the project may require from three to five months to introduce, design, and develop the ER QSR for use within the agency. The work scope of activities proposed for this work includes the following:

1. Advance Preparation to Support ER QSR Activities

Provide off-site technical assistance via conference calls and email exchanges to guide DCFS staff in setting up the logistical arrangements for the design of the protocol, initial reviewer orientation, small-scale formative trials, and making refinements in tools and processes. Advance preparation tasks by DCFS staff, supported by HSO consultants, that will be necessary include:

- Selection of appropriate DCFS design team and QSR trainee participants,
- Description of the “practice model” on which the QSR ER protocol will be based, planning key activities in the QSR development sequence, and managing the sequence of design, development, training, formative trial, and refinement processes
- Planning of the formative trials and technical review and refinement processes,
- Supporting introduction of new database and reporting requirements,
- Scheduling and management of key events.
- Making refinements in steps and tools.

These advance preparation activities will occur prior to key activities to facilitate the preparation and readiness of DCFS staff members who will be conducting local planning and support of activities.

2. Design Team Process

Facilitate a design team process requiring 2.5 days for 12-15 participants. A well-formed working group (12-15 persons) representing ER stakeholders in practice development and end-users of the QSR results will be used to guide the design and use of the protocol and processes being developed. This proposal provides for on-site facilitation of a 2.5-day design team

activity (with related materials for 15 participants) covering the design of ER QSR protocols to be used in case reviews and the basic processes to be used in local ER QSR implementation. Practice partners/champions should be considered for inclusion on this team. All members of this team should plan to be present for the full two-and-a-half days of the design team process without other assignments or distractions during this time. Development of working drafts of the ER QSR Protocols and Reporting Tools for technical review and formative trials will follow the design team activities.

3. Development of the Prototype ER QSR Protocols and Roll-Up/Reporting Tools

Develop prototype versions of the ER QSR Protocols and Roll-Up/Reporting Tools. Based on recommendations made by the design team, HSO staff will prepare prototype versions of the ER QSR Protocols and Roll-Up/Reporting documents. These tools will be provided to DCFS staff to be refined through two concurrent processes: 1) a technical review by key stakeholder and 2) a set of formative trials of the tools applied to nine actual cases. These technical review and formative trial processes will be conducted concurrently to save time -- thus speeding up the development effort.

4. Preparation of QSR Orientation Activities and Materials

Develop orientation activities and materials necessary to prepare participants for conducting formative trials of the ER QSR Protocols and Reporting Tools. A 2-day orientation process (about 12 hours of instruction) will be developed to prepare participants for their involvement in the technical review and formative trials of the ER QSR Protocols and Reporting Tools. HSO staff will develop the orientation activities and materials. These materials will be shipped to DCFS prior to onsite training.

5. Orientation of Participants

Conduct a 2-day onsite orientation for DCFS participants to prepare them for the Formative Trials of the ER QSR Protocols and Reporting Tools. An HSO senior consultant will conduct a 2-day onsite orientation process (about 12 hours of instruction) to prepare 9-12 DCFS participants for their involvement in the technical review and formative trials of the ER QSR Protocols and Reporting Tools.

6. Initial Orientation of Participants to Make Ready for the Formative Trials

Provide a 1-day onsite orientation to participants in the formative trial process to prepare them for the formative trial activities. HSO will bring two out-of-state mentors having experience in the use of ER QSR Protocol and Reporting Tools. DCFS CQI staff will prepare necessary preparations for conducting three ER QSR case reviews on three consecutive days. During the Initial Orientation mentors and trainees will be paired for conducting the formative trials. This will serve as a briefing to prepare the participants for conducting audio reviews of hot-line calls that began the ER investigations. The session will serve to orient the out-of-state mentors to DCFS ER procedures, inquiry tools, timelines, and reporting documents.

7. Formative Trial of the Prototype ER QSR Protocols and Reporting Tools

Conduct a series of formative trials of the Prototype ER Protocols and Reporting Tools involving six recent ER cases. It

is envisioned that the 1-day orientation session described above will occur on a Monday. Formative trials of the ER QSR Protocols and Reporting Tools will occur onsite on the following Tuesday, Wednesday, and Thursday of the same week. That Friday will be used for debriefing the six cases and the formative trial processes. Debriefing results will be used in making refinements to the ER QSR Protocols and Reporting Tools. The formative trial process will be facilitated by an HSO senior consultant who will serve as a team leader and by two out-of-state mentors who will conduct the ER QSR activities for the six cases. The mentors will be guiding the fieldwork experience for up to six of the participants who attended the 2-day orientation. HSO will provide necessary copies of the ER QSR Protocols and Reporting Tools. DCFS CQI staff will secure the sample of ER cases to be reviewed, gather informed consents, and make necessary arrangements and interview schedules for conducting the six formative trials. DCFS will provide meeting space for the ER QSR team to conduct the formative trials. DCFS will provide two laptop computers loaded with the necessary software and ER QSR Roll-Up/Report files for the two 2-person teams conducting the six formative trials.

8. Database Development and Technical Support Provided to DCFS Staff during the Formative Trials

Prepare the database design and graphic templates and provide technical support to the DCFS QSR database manager during the formative trial process of the ER QSR Protocols.

To support the formative trial data analysis and reporting, HSO staff will design a database (using FileMaker Pro software already used by DCFS) and test its use during the ER QSR formative trial activities. The database design and data display templates (using DeltaGraph software already used by DCFS) will be produced prior to the formative trials based on the design of the ER QSR protocol and accompanying data profile sheet and report document. These elements will be used during the formative trial and refined thereafter, based on the experience gained. An HSO technical support staff member will provide technical support to the DCFS QSR database manager during the formative trials to enable him to enter, analyze, and report the ER QSR case review results.

9. Technical Review of the QSR Protocols and Reporting Tools

Conduct a technical review conference call to gather suggestions for refinement to the QSR Protocols and Reporting Tools.

DCFS CQI will provide copies of the prototype protocols and reporting tools to key stakeholders for their review and comment. It is expected that at many of the participants in the technical review process also will participate in the Initial ER QSR Orientation activities and in the Formative Trials so that the reviewers will have sufficient exposure to the tools and their use to make well-informed suggestions for their further refinement.

The purpose of the technical review process is to gather observations and suggestions from key stakeholders for making refinements to the ER QSR and Reporting Tools. To support the technical review process, DCFS CQI staff will gather, compile, reconcile, and summarize the comments and suggestions of key stakeholders into a single document. This document will be sent electronically to HSO staff for review. Following the receipt of the technical review suggestions document, CQI and HSO staff will conduct a conference call to discuss the suggestions made and to agree upon modifications to be made to the QSR protocols and reporting tools. Decisions made during the conference call will be reflected in the steps taken to refine the protocols and

reporting tools. Following the conference call, agreed upon refinements will be made to ER QSR Protocols and Reporting Tools along with database design and presentation templates.

10. Refinement and Delivery of the QSR Protocols and Reporting Tools

Make necessary refinements in the ER QSR Protocols and Reporting Tools based on results of the formative trial and technical review processes. HSO staff will make refinements in the ER QSR Protocols and Roll-Up/Reporting Tools, Database, and Data Report Displays following the formative trial and technical review processes. Files containing the revised documents will be sent electronically to DCFS.

11. Revision of the Database and Presentation Graphic Templates

Following the formative trials, HSO staff will make necessary refinements to the database management design and the graphic templates used for presentations. These revisions will reflect the experience gained during the formative trials and use of new knowledge produced by key users. Files containing the revised documents will be sent electronically to DCFS.

12. Final Products

HSO will prepare and deliver ER QSR Protocols and Reporting Tools to DCFS. Following completion of refinements to the ER QSR Protocols, to the related working papers, and to the database management design, HSO will deliver camera-ready hard and electronic copies of the protocols, working papers, and database-related products to DCFS.

At this point, the Agency will have: (1) two working ER QSR Protocols for the hot-line call and investigation with related working papers, (2) a growing pool of local persons who have received two days of classroom training and practical fieldwork experience, (3) a database design (loaded with the formative trial cases) with a report generation structure and templates for graphic displays of data, and (4) a group of persons moving through the training and certification sequence to become the initial ER QSR reviewer pool and a wider interest group who are becoming aware of the ER QSR initiative, some of whom will volunteer to be DCFS' future training and review sites.

Copyright and Fair Use

At this point, HSO will grant a one-time, perpetual use site license for DCFS fair use of HSO's intellectual property in QSR. A site license for use of all materials is included in the estimate of costs that will allow the use of all developed materials for quality assurance and practice development purposes and is detailed below. The provisions of the site license are detailed as follows:

- a. Intellectual Property Ownership of the Quality Service Review and Related Materials. DCFS acknowledges and agrees that the Quality Service Review (QSR), in all of its related formats and working papers, are the intellectual property of HSO, representing more than 20 years of development, refinement, and use by numerous public and

private agencies across the nation. DCFS may not copyright, patent, trademark, or claim ownership of the QSR name, methodology, or any of its related working materials, i.e., review protocols, data forms, job aids, training materials, technical descriptions, and marketing information (collectively referred to as the “QSR Materials”).

b. Licensure of the QSR Materials. HSO will grant LA County DCFS a license for the adaptation and use of QSR materials for evaluation of services provided to children and families served in DCFS programs operating throughout the county. The license will remain in effect for as long as DCFS uses QSR processes and related materials. DCFS may prepare derivative works based on the QSR materials. DCFS may reproduce and disseminate (including dissemination in print and electronic formats via the agency intranet) all forms and versions of QSR materials (including DCFS-prepared derivative works) that have been adapted for use by DCFS as often and for as long as DCFS elects to use its versions of QSR materials for evaluation and advancement of practices and results. DCFS may not:

- (1) copyright, patent, or trademark the QSR name, methodology, or any related working materials;
- (2) sell said materials for profit, but may recover the cost of printing and handling, when necessary;
- (3) disseminate said materials outside Los Angeles County without obtaining prior written consent from a director of Human Systems and Outcomes, Inc.

Further adaptations of QSR materials secured under an agreement with LA County are covered under this license and may be used by DCFS under the above terms and conditions. All adaptations of QSR materials specified in an agreement are available for countywide use by LA County under this license in perpetuity. It is recognized and agreed to by all parties that this license will operate successfully in providing fair use by DCFS of all QSR protocols and materials and will continue to be used during and after the period of this contract. HSO further grants to DCFS the right under the license to integrate any portion or all of the QSR materials to the extent DCFS deems necessary into any internal software, process, or other DCFS system, subject to the restrictions above.

c. Ownership of Other Work Products. DCFS owns all work products not covered above that are developed or furnished in connection with a contract by HSO and any subcontractors. Such work products include databases containing data collected during on-site QSR reviews, review reports, PowerPoint presentations of QSR findings, local site plans, and other materials. All non-QSR working papers generated by use of QSR materials are and shall remain property of DCFS.

Contact Information

The contact person for this proposal is:

Ray Foster, Ph.D., Director
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HSO Office Fax: 850.422.8487

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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 Interim Director of the Department of Children and Family Services and the CONTRACTOR 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 CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Interim Director
Department of Children and Family
Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

BY _____
Kathy Bramwell, Principal Deputy County Counsel



WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

August 23, 2011

Mr. Armand Montiel
Assistant Division Chief, Contracts Administration Division
Department of Children and Family Services
County of Los Angeles
425 Shatto Place
Los Angeles, CA 90020

Dear Mr. Montiel:

**SUBJECT: APPROVAL OF PROCUREMENT BY NEGOTIATION FOR AN
AMENDMENT TO ADD ADDITIONAL SERVICES TO THE QUALITY
SERVICE REVIEW CONTRACT**

Thank you for the letter of request dated June 27, 2011 for approval of a Quality Service Review (QSR) Protocol Amendment to procure additional QSR services through negotiation pursuant to Manual of Policies and Procedures (MPP) 650.118, Unique Circumstances. The MPP Section 650.1.18 states, in relevant part, the following: MPP Section 650: This section provides policies and procedures which shall be observed by counties in procurements by negotiation, as distinguished from formal advertising, and the limitations upon its use.

- .1 Contracts may be negotiated without formal advertising when one or more of the following apply:
 - .18 Other situations, where unique circumstances necessitate procurement by negotiation, shall require prior California Department of Social Services (CDSS) approval and, when necessary, federal agency approval.

In the letter of request it states the Los Angeles County Department of Children Family Services (DCFS) is in contract with Human Systems and Outcome (HSO) for QSR services that meets a requirement of the County's exit criteria from the Katie A. class action lawsuit. Per your letter the QSR services were procured through negotiation with a single source and funded through 100% net County cost (NCC) for a period of one year, and were extended on a month to month basis with the date of expiration of December 31, 2011. It appears that the services were procured through negotiation because of the copyright held by HSO for the QSR services. The original contract

Mr. Armand Montiel
Page Two

amount was \$298,000.00. At this time DCFS seeks to procure additional QSR services to evaluate the intake and assessment process to meet the Katie A. settlement agreement exit criteria. Your letter does not address the cost of not meeting the exit criteria. However, CDSS is aware that the additional cost to DCFS would be substantial.

The CDSS approves the request for procurement by negotiation for the additional services based on the unique circumstance of meeting the Katie A. settlement agreement exit criteria. At this time it does not appear that federal approval of the procurement by negotiation is required. In this approval, however, CDSS does not address the appropriateness of the cost sharing of 75% for the federal rate for services sought in the amendment. The CDSS directs your attention to the regulations at 45 C.F.R §§ 235.64 and 1356.60 as to the applicable rate.

For additional assistance or questions, I may be contacted at (916) 654-1871.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Pearce".

DEBORAH PEARCE
Chief, Contracts Bureau