

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY  
AND RECORD OF ACTION**

**May 24, 2022**

**FROM**

**JEANY ZEPEDA, Interim Director, Children and Family Services**

**SUBJECT**

License Agreement with Sacramento County Office of Education for the Foster Focus System

**RECOMMENDATION(S)**

Approve License **Agreement No. 22-354** with the Sacramento County Office of Education, including non-standard terms, for use of the Foster Focus System to securely manage and share foster youth student information, in the amount of \$45,000 for the period of July 1, 2022 through June 30, 2025.

(Presenter: Jeany Zepeda, Interim Director, 387-2792)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.**

**FINANCIAL IMPACT**

This item does not impact Discretionary General Funding (Net County Cost). The License Agreement in the amount of \$45,000 will be funded by 2011 Realignment. Adequate appropriation and revenue will be included in the Human Services Administrative Claim 2022-23 recommended budget and in future recommended budgets.

**BACKGROUND INFORMATION**

Children and Family Services (CFS) currently partners with 28 San Bernardino County school districts to improve academic outcomes for foster youth through the sharing of education records. The partnership and agreements allow CFS and the San Bernardino County school districts to securely exchange, confirm, and maintain foster youth education and enrollment information through the Foster Focus System (Foster Focus). The recommended License Agreement (Agreement) with the Sacramento County Office of Education (Sacramento) for the use of Foster Focus will allow CFS and San Bernardino County school districts to continue to share up-to-date education information on foster youth in a timely manner. CFS has had an agreement with Sacramento since 2008 for use of Foster Focus.

Foster Focus is a web-based data system developed and maintained by the Sacramento County Office of Education. Foster Focus addresses the challenges that result from foster youth frequently changing placements by sharing education and enrollment information in real-time. Foster Focus matches data from local Child Welfare Agencies, school district information systems, and the California Longitudinal Pupil Achievement Data System in a secure environment. The system has multiple safeguards to ensure protection of foster and probation

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youths' privacy, including password protection, encryption, and limited numbers of authorized users who must sign confidentiality agreements.

The Agreement with Sacramento includes terms that differ from the standard County contract terms. The non-standard terms include the following:

1. Sacramento makes no warranty with respect to the services or data provided by Foster Focus, and expressly waives the warranties of fitness for a particular purpose and merchantability.
  - There is no warranty requirement in the County standard contract. The County expects its vendors and service providers to fully warrant the products and services they provide to the County.
  - Potential Impact: If there are services or performance issues with Foster Focus, the County will have a limited ability to seek compensation from Sacramento for the deficiencies and any County costs associated with the deficiencies.
2. Venue is in Sacramento County, California.
  - The County's standard contract requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
  - Potential Impact: Having venue in Sacramento, California may result in additional expenses that exceed the amount of the contract.
3. The Agreement prohibits the County from assigning the agreement to any third person without Sacramento's written consent, and does not prohibit Sacramento from assigning the Agreement.
  - The County's standard contract prohibits contractors from assigning the agreement without the County's written consent.
  - Potential Impact: As a public entity, the risk of Sacramento assigning the Agreement to a third party with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest is minimal. However, Sacramento may assign the contract to a non-public entity without the County's knowledge or consent, which could increase the risk of the Agreement in other respects.
4. The County will indemnify, defend and hold Sacramento harmless for any and all third-party claims, liability, loss or expense, arising out of performance of the Agreement, but only to the extent that the claims are caused by or resulted from the negligent acts or omissions or intentional misconduct of the County.
  - The County standard contract does not include any indemnification or defense by the County of a Contractor.
  - Potential Impact: By agreeing to indemnify Sacramento, the County would be responsible to defend and reimburse Sacramento for costs, expenses, and damages, which could exceed the total contract amount.
5. The Agreement does not require Sacramento to meet all of the County's insurance standards as required pursuant to County Policy 11-07.
  - The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.

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- Potential Impact: The contract does not include all County standard insurance requirements. This means that the County has no assurance that Sacramento will be financially responsible for claims that may arise from the County's use of the software, which could result in expenses to the County that exceed the total contract amount.
6. The Agreement does not include certain standard County insurance requirements, including the waiver of subrogation.
- The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
  - Potential Impact: No waiver of subrogation may allow Sacramento's insurer to bring suit against the County, which could result in expenses that exceed the total contract amount.

This Agreement shall be effective July 1, 2022 through June 30, 2025, subject to the termination provisions of the Agreement. CFS shall be invoiced after receipt of the signed license agreement by Sacramento for all fees due for the first year of the Agreement's Term. In all subsequent years of the Agreement, CFS shall receive an invoice after July 1. CFS shall remit payment to Sacramento within 30 calendar days of CFS's receipt of invoice.

**PROCUREMENT**

Foster Focus was developed and is maintained by Sacramento. Foster Focus is proprietary; as such, CFS is recommending system compatibility and functional specification non-competitive procurement. Purchasing concurs with these justifications and supports the non-competitive procurement of Foster Focus.

**REVIEW BY OTHERS**

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241) on April 14, 2022; County Counsel (Kaleigh Ragon, Deputy County Counsel, 387-5455) on April 20, 2022; Purchasing (Bruce Cole, Supervising Buyer, 387-2148) on April 25, 2022; Finance (John Hallen, Administrative Analyst, 388-0208) on May 2, 2022; and County Finance and Administrative (Cheryl Adams, Deputy Executive Officer, 388-0238) on May 4, 2022.

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Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Curt Hagman Seconded: Janice Rutherford  
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: May 24, 2022



cc: CFS- Alfonse w/agree  
Contractor- C/O CFS w/agree  
File- w/agree  
LA 05/26/2022