



San Bernardino County

Legislation Text

File #: 6183, Agenda Item #: 41

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

June 14, 2022

FROM

JACQUELYN GREENE, Director, Preschool Services Department

SUBJECT

Amendment to Contract with Acorn Evaluation, Inc. for Data Capacity Assessment Services

RECOMMENDATION(S)

Approve Amendment No. 1 to Contract No. 21-680 with Acorn Evaluation, Inc. to provide Data Capacity Assessment Services, including non-standard terms, increasing the contract amount by \$14,000, from \$12,000 to \$26,000, and extending the contract for one year, for a total contract period of September 20, 2021 through June 30, 2023.

(Presenter: Jacquelyn Greene, Director, 383-2005)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

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

FINANCIAL IMPACT

This item does not impact Discretionary General Funding (Net County Cost). The increase of \$14,000, for a total contract amount of \$26,000, is federally funded by the United States Department of Health and Human Services, Administration for Children and Families grant funds. Adequate appropriation and revenue have been included in the Preschool Services Department's (PSD) 2021-22 budget and will be included in the 2022-23 recommended budget.

BACKGROUND INFORMATION

Acorn Evaluation, Inc., (Acorn) provides Head Start data system analysis to meet Head Start Performance Standards of continuous quality improvement. The recommended amendment will allow Acorn to continue providing Data Capacity Assessments for PSD's Head Start and Early Head Start Programs through June 30, 2023. The assessments evaluate workflow processes, quality improvement, and provide strategies for improvement as required by the Office of Head Start.

The amendment will continue with terms included in the contract that differ from the standard County contract terms. The non-standard terms include the following:

1. The County is required to indemnify Acorn for County's negligent or wrongful acts or omissions related to the Company's provision of services.
 - The County standard contract does not include any indemnification by the County of a Contractor.

- **Potential Impact:** By agreeing to indemnify Acorn, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against Acorn without such limitations and the County would be responsible to reimburse Acorn for costs, expenses, and damages, which could exceed the total contract amount.
2. The contract does not require Acorn to meet 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.
 - **Potential Impact:** The Agreement does not include County standard insurance requirements. This means that the County has no assurance that Acorn 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.
3. All disputes arising under the contract must be settled by binding arbitration.
- The County standard contract does not require binding arbitration.
 - **Potential Impact:** The contract requires binding arbitration for all disputes between the parties. Disputes that might otherwise be settled in small claims court would incur arbitration costs that would exceed the costs of a small claims action. Arbitration decisions are not appealable.

PSD operates the Early Head Start, Head Start, and State Preschool programs and serves more than 3,400 children in 31 locations through direct services in San Bernardino County. These programs provide education, health, cognitive, social/emotional, physical growth and development, and parent involvement services for children ages 0 to 5 with the overall goal of increasing family engagement and the school readiness of young children in economically disadvantaged families.

Acorn's performance will be monitored by review of deliverables, completed and delivered in four phases, to ensure compliance with the administrative, program, and fiscal terms and conditions of the contract. Acorn will cooperate with the County in the implementation, monitoring and evaluation of this contract, and comply with any and all reporting requirements established by this contract. The County reserves the right to request additional program and/or fiscal reports to facilitate the reviews. The contract may be terminated without cause by the County with 30 days written notice.

PROCUREMENT

On September 14, 2021 (Item No. 28), the Board of Supervisors approved the non-competitive Contract No. 21-680 with Acorn, including non-standard terms, to provide Data Capacity Assessment Services in the amount of \$12,000, for the period of September 14, 2021 through June 30, 2022. Purchasing continues to support the non-competitive sole source nature of the recommended contract amendment with Acorn.

REVIEW BY OTHERS

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241) on May 17, 2022; County Counsel (Adam Ebright, Deputy County Counsel, 387-5455) on May 18, 2022; Purchasing (Bruce Cole, Supervising Buyer, 387-2148) on May 24, 2022; Finance (Paul Garcia, Administrative Analyst, 386-8392) on May 24, 2022; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on May 31, 2022.