

County of Santa Cruz

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

April 26, 2001

AGENDA: May 22, 2001

BOARD OF SUPERVISORS

county of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

AUTHORIZATION TO AMEND CONTRACT FOR THE DIRECT MAIL ISSUANCE OF FOOD STAMP COUPONS

Dear Members of the Board:

On June 20, 2000, your Board authorized the Human Resources Agency (HRA) Administrator to amend the contract with Sacramento Service and Development Corporation (SSDC) for the direct mail issuance of Food Stamp coupons. The amendment extended the contract period through June 30, 2001. The purpose of this letter is to request your Board's approval of an amendment to the contract with Sacramento Service and Development Corp. extending the contract period for the period of July 1, 2001 through June 30, 2002.

As you know, the direct mail issuance of Food Stamp coupons will be replaced by the Electronic Transfer of Benefits (EBT) – a federally mandated program which will allow Food Stamp program participants to access their benefits using a debit card. The implementation date for Santa Cruz County is undetermined, however, a pilot project in Alameda County will be started 10 months after the contract award. Citicorp Services has been named as the recommended EBT contractor and is waiting approval from the federal Food and Nutrition Service (FNS). The pilot project is the start of the implementation phase of EBT across all counties. Until the implementation of EBT in Santa Cruz, HRA recommends retaining SSDC as the vendor for direct mail services. They have provided consistent, professional service to the County since 1993. Funds for this contract are budgeted in HRA's FY 2001/2002 budget.

In addition to extending the contract period, the amendment includes updated language for County contracts related to equal opportunity and insurance provisions. All other provisions of the contract shall remain the same.

BOARD OF SUPERVISORS

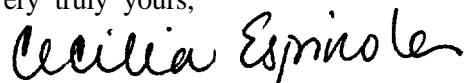
page 2

Agenda: May 22, 2001

**CONTRACT AMENDMENT FOR DIRECT MAIL
ISSUANCE OF FOOD STAMP COUPONS**

IT IS THEREFORE RECOMMENDED that your Board direct the Human Resources Agency Administrator to execute the attached contract amendment with Sacramento Service and Development Corp. for the period of July 1, 2001 through June 30, 2002.

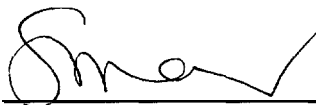
Very truly yours,



CECILIA ESPINOLA
Administrator

CE\rb

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

CC: County Administrative Office
Auditor Controller
HRA-Fiscal
Sacramento Service & Development Corp.

AMENDMENT TO HUMAN RESOURCES AGENCY CONTRACT #91445

The County of Santa Cruz, by and through the Human Resources Agency, hereinafter referred to as "COUNTY" and SACRAMENTO SERVICE AND DEVELOPMENT CORPORATION, hereinafter referred to as "CONTRACTOR" hereby modify contract #91445 which originally provided services from July 1, 1997 through June 30, 2001. The purpose of this Amendment is to:

- a) further extend the term of the contract by 12 months
- b) update standard COUNTY contract provisions for insurance and equal opportunity
- c) provide minor clarifications

The provisions of this Amendment shall be effective from July 1, 2001 through June 30, 2002. All other provisions of said contract shall remain the same.

(A) Article I, Paragraph 4, is amended to read:

4. The term of this contract shall be from July 1, 2001 through June 30, 2002.

(B) Article III, Paragraph 18, is amended to read:

18. CONTRACTOR shall mail food stamp coupons by first class and/or certified or registered mail, using US Postal Service "Drop Shipment" procedures and in accordance with COUNTY's instructions. CONTRACTOR shall supply envelopes which shall be sturdy, non-forwardable, and without markings which would suggest their contents. Envelopes are to be marked "Do Not Forward" and "Return to Sender Within 10 Days". The schedule by which food stamp coupons are issued shall be provided to the CONTRACTOR by the COUNTY. CONTRACTOR shall provide a production schedule for six months of the mailing stagger at least 60 days prior to the first mailing date. COUNTY is currently using a 10-day stagger for its two monthly issuances.

(C) Article V, Paragraph 37, is amended to read:

37. This is a flat monthly fee contract. The CONTRACTOR'S fee per month is \$4,125.00 and is detailed in the Contract Budget (Attachment A) which by reference is made a part hereof. The CONTRACTOR'S fee shall not include the cost of postage. The above monthly fee shall be valid for the contract term of July 1, 2001 through June 30, 2002.

(D) Article V, Paragraph 40, is amended to read:

40. CONTRACTOR shall establish and maintain a bookkeeping system for all CONTRACTOR operations. All such books, records and accounts shall be closed and balanced as of close of business September 30, 2001 and March 31, 2002. Said periods are referred herein as the "settlement period". Within 30 days following the close of each settlement period CONTRACTOR shall provide COUNTY with a food stamp settlement showing food stamp coupon inventory covering period.

In making this accounting and settlement, coupon book overages shall be applied against coupon book shortages. Coupon book overages remaining after offsets shall not be carried into the next settlement period. The food stamp settlement statements shall be accompanied and supported by 1) a monthly analysis of actual and documented mail issuances, and 2) a comparison of the FCS 250 count and the actual inventory count of coupons in the CONTRACTOR's possession at the close of the settlement period. (These settlement schedules do not relieve the CONTRACTOR of responsibility for the filing of monthly reports using such forms as prescribed by the State Food Stamp Regulations and State Food Stamp Policy letters.)

(E) Article VII, Paragraph 64, is amended to read:

64. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____.

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____.

B. Other Insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- 3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Human Resources Agency
 1020 Emeline Ave.
 Santa Cruz, CA 95060 Attn: Renee Brown

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
 1020 Emeline Ave.
 Santa Cruz, CA 95060 Attn: Renee Brown

(F) Article VII, Paragraph 65, is amended to read:

65. CONTRACTOR shall post \$20,000 in cash or a performance bond upon entering into this contract to ensure commencement of business as of July 1, 2001 and to insure the faithful performance of this contract during the contract term. Said cash or bond shall be forfeited if CONTRACTOR does not carry out provisions as required by the contract, unless nonperformance is found to be the direct result of an act of God, or other natural cause which can be determined to be beyond the control of the CONTRACTOR. Said cash posting or bond shall be in effect at all times during the term of the contract.

(G) Article VIII, Paragraph 73, is amended to read:

73. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.
 - 2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 73B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(H) Article IX, Paragraph 76, is amended to read:

76. CONTRACTOR shall meet all contractual provisions as of the July 1, 2001 effective date of this contract. COUNTY may terminate this contract and CONTRACTOR shall forfeit its performance bond if failure to meet said provisions is due solely to the CONTRACTOR.

COUNTY OF SANTA CRUZ

Dated: _____

By: _____
Human Resources Agency Administrator

CONTRACTOR

Dated: April 23, 2001

By: *Roberta M Goff*
CONTRACTOR'S Auth. Representative

APPROVED AS TO FORM

James M. Scott
County Counsel

Roberta M. Goff, President
Typed Name/Title

Sacramento Service & Development Corporation
Organization

APPROVED AS TO INSURANCE

Janet McKinley 4-25-2001
Risk Management

2425 Alhambra Blvd., Suite A
Address

Sacramento CA 95817
City State Zip

94-1747120
Tax ID or Social Security #

Distribution: CONTRACTOR
 Human Resources Agency
 County Administrative Office
 County Counsel
 Auditor-Controller
 Risk Management

County of Santa Cruz		
Contractor: Sacramento Service & Development		Contract Budget
Transaction Fee: \$49,500		
		Annual Cost
Salaries & Wages	\$21,600	--
Employee Benefits	4,157	- -
Outside Service	6,297	
Rents	3,900	
Telephone & Utilities	1,472	
Office Supplies & Expense	1,225	
Insurance	2,899	
Taxes & Licenses	108	
Dues & Subscriptions	66	
Interest Expense	66	
Travel & Transportation	567	
Amortization & Depreciation	600	
Repairs & Maintenance	279	
Seminars, Training, & Miscellaneous	480	
Total Expenses	\$44,680	
Profit	4,800	

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

**Sacramento Service & Development Corporation
NAME OF VENDOR/RECIPIENT**


HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-1 1139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-1 1139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date April 23, 2001



Director's Signature

Address of Vendor/Recipient: 2425 Alhambra Blvd.
Sacramento, CA 958 17

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0287

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HUMAN RESOURCE AGENCY (Dept.)

[Signature] (Signature) *[Initials]* (e)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the SANTA CRUZ CO. HUMAN RESOURCE AGENCY (Agency)
and SACRAMENTO SERVICE DEVELOPEMENT CORP. 2425 Alhambra Blvd/SACRAMENTO, CA. 95817 (Name & Address)

2. The agreement will provide DIRECT MAIL ISSUANCE OF FOOD STAMP COUPONS

3. The agreement is needed TO CONTINUE DIRECT MAIL SERVICES

4. Period of the agreement is from 7/1/01 to 6/30/02

5. Anticipated cost is \$ 145,500 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file CONTACT R. BROWN 14837
(\$49,500 for transaction fee @ \$4,125 per mo., \$96,000 for postage costs)

7. Appropriations are budgeted in 3001 (Index#) 4500 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 1445 Date 5-11-01

Subject to Budget Approval
For FY 01-02

GARY A. KNUTSON, Auditor - Controller
By *[Signature]* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
to execute the same on behalf of the
(Agency).

Remarks: *[Signature]* (Analyst)

County Administrative Officer
By *[Signature]* Date 5/11/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

● To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 ____ BY _____ Deputy Clerk

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