

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 9/15/2006
Department Name: Probation
Department No.: 022
Agenda Date: 9/26/06
Placement: Departmental
Estimate Time: 10 Minutes
Continued Item: YES
If Yes, date from: 9/12/06

TO: Board of Supervisors

FROM: R. Scott DeuPree
Chief Probation Officer

STAFF CONTACT: Patricia Stewart, Deputy Chief Probation Officer
882-3652 / 331-3380

SUBJECT: Contract to provide meals to the Santa Barbara Juvenile Hall, Villa Esperanza, Camino Segundo, and Casa Floral Counseling and Education Centers (CECs), and Santa Maria Juvenile Hall. Supplemental information to the Board Letter of 8/8/06, addressing feasibility of dividing the contract between Community Action Commission (CAC) and Vocational Training Center Enterprises(VTC)

Recommendation(s):

That the Board of Supervisors:

- A. Execute a supplement to the Purchasing Contract with the Community Action Commission, a local vendor, to provide lunch to the Santa Barbara Juvenile Hall, the Villa Esperanza, Camino Segundo and Casa Floral Counseling and Education Centers, and lunch and dinner meals to the Santa Maria Juvenile Hall in an amount not to exceed \$436,888 between July 1, 2006 and June 30, 2007.

Alignment with Board Strategic Plan:

The recommendation(s) is primarily aligned with Goal No. 2 A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

At the 8/8/06 Board of Supervisors Meeting, the Board continued this item. Supervisor Centeno asked the Probation Department to return to the Board with any reasons why this contract could not be divided between Community Action Commission (CAC) and Vocational Training Center Enterprises (VTC). On 9/12/06, at the request of the Probation Department, the matter was further continued to this date.

Based on our inquiries, it would be possible for the Board to divide the work between the two vendors. To do so would require that the County provide CAC with a 30-day notice that the current Purchasing Contract will be cancelled.

Therefore, the available options for the Board at this time would appear to be as follows:

1. Approve the contract with CAC as recommended.
2. Terminate existing Purchasing Contract with CAC; enter into a contract with VTC to provide the dinner meal only at Santa Maria Juvenile Hall (SMJH) at the cost of \$3.50 per meal; and negotiate a contract with CAC or other vendor for the remaining meals. It is unknown what the cost of this option would be, but it would likely be higher than the recommended option as discussed below.

VTC is willing to provide the dinner meal at the SMJH. The original bid was \$3.34 per meal; VTC proposes charging \$3.50 per meal to cover increases in staff costs, food and gasoline prices. We estimate that in twelve months there are up to 40,150 dinner meals served at the Santa Maria Juvenile Hall for a total annual value of \$140,525. If a contract with VTC commenced on November 1, 2006, the estimated value would be \$93,170.

Were the County to cancel the CAC contract, Probation would lose the right to hold CAC to their current fixed per meal cost of \$3.50 for the remaining 54,450 lunch meals at the Santa Maria Juvenile Hall, Camino Segundo CEC, Santa Barbara Juvenile Hall and the Villa Esperanza CEC.

Under the current Purchasing Contract, CAC is providing all required meals including the dinner meal at the Santa Maria Juvenile Hall at a \$3.50 per meal price that is fixed until June 30, 2007.

Since the VTC price per meal is now the same as CAC there is no financial gain for the County in changing vendors for the dinner meal at Santa Maria Juvenile Hall. Indeed, by terminating the existing Purchasing Contract with CAC, the County loses the advantage of a fixed price and risks a cost increase for the 54,450 lunch meals.

Because CAC meets the County's meal service needs and regulatory compliance requirements under a fixed price contract, the Probation Department recommends that the Board execute a supplement to the existing Purchasing Contract with CAC.

To reach this conclusion and respond to the Board's request, the Probation Department did the following:

1. Reviewed the status of the current contract and determined the required steps if the contract were to be divided.
2. Contacted VTC and CAC and made the following inquiries as to:
 - a. Their interest in a divided contract;
 - b. Whether they would hold the price from their original bids if the contract were divided;
 - c. What impacts a divided contract would have on their current operations.
3. Contacted the California Department of Education (CDE) Nutrition Services Division to verify Probation's understanding of the compliance records of both VTC and CAC.

CAC and VTC RESPONSES

Attached for review are responses by both CAC (dated, 8/25/06) and VTC (dated, 9/11/06) related to the potential division of the contract and options to that division. Were the contract to be divided, CAC has implied that they would have to raise their per meal charges to the County to offset the costs associated with producing fewer meals. VTC has indicated that their price for the dinner meal would increase to \$3.50 per meal from \$3.34 due to cost increases in their operations. The current contract with CAC provided both the lunch and dinner meal at \$3.50 per meal.

CAC's response indicated that if a revised Request for Proposal is issued by the County Probation Department, CAC would evaluate the revised RFP and respond as appropriate. Adrienne Starr, Director of Food Service Management writes, "There are many legitimate reasons to revise a RFP. For example, the Probation Department could revise the RFP to target unmet needs, or respond to changed conditions. However, altering the RFP for what appears to be pressure from outside interests or to benefit a losing bidder without providing a measurable benefit to the food service contract would not be appropriate...." Economy of scale, uniformity of service, administrative savings, and assurance of compliance with State and Federal Regulations are highlighted to be the good business reasons to support a consolidated food service agreement. It was summarized that the more meals prepared and served, the lower the overall cost of the meals, creating a mutually beneficial situation for the County, CAC and the community. Loss of the contract in total would reportedly result in the lay-off of four long term CAC staff and possibly impact current operations serving preschool and senior meal recipients.

VTC's response to service option questions highlighted a willingness to accept a contract for a portion of the meals which would include only the dinner meals for SMJH. It should be noted their original bid expressed an interest in providing both the lunch and dinner meals for SMJH.

CALIFORNIA DEPARTMENT OF EDUCATION (CDE) NUTRITION SERVICES DIVISION

Diane Lee of the CDE reported that CAC has provided meals under several programs subject to review by the CDE Nutrition Services Division. She further stated that CAC has consistently passed inspections without deficiencies in their operations. According to Ms. Lee, VTC is not a current provider under the CDE Nutrition Services Division. During the time that VTC was a provider, their last inspection identified deficiencies that required corrective action.

Because the inspection of VTC mentioned above involved the Santa Maria Juvenile Hall, the Probation Department offers this brief summary for your Board. In February 2003, the Santa Barbara County Probation Department underwent an Administrative Review of compliance with the National School Lunch Program by Diane Lee, M.P.H., R.D., of the CDE Nutrition Division. As part of the review, the SMJH was visited, as was VTC because the opening of dorm three at the Juvenile Hall had increased the number of meals prepared by VTC and Ms. Lee was not familiar with current VTC operations.

On the date inspected, the meal delivered by VTC did not match the meal specified on the menu and was also missing a fruit. The meal was reported to be ineligible for reimbursement; Probation staff provided fruit and brought the meal into compliance for reimbursement. In addition, Meal Production Records (MPRs) were not being prepared and maintained by VTC in compliance with reimbursement standards. Ms Lee's report indicated, "The Santa Maria Juvenile Hall's vendor, Vocational Training Center did not have any MPR." The consultant also provided technical assistance on the use of the Food Buying Guide and the need

for nutritional specification for processed foods. With the oversight of a Probation Institution Supervisor and a Probation Food Service Supervisor, corrective actions at VTC were implemented in a timely fashion.

To date, VTC does not have a nutritionist on staff or the software and record keeping capacity required by the aforementioned meal reimbursement programs. When making their original bid proposal in response to the RFP, VTC indicated that requirements would be put into place subsequent to the contract award. Their current proposal is to contract only for the dinner meal at SMJH. Dinners are not reimbursable and are not subject to CDE Nutrition Division standards for compliance, but remain subject to Corrections Standard Authority requirements for institutional meals.

By comparison, CAC is a fully compliant current provider with the CDE Nutrition Program. Specifically CAC has a nutritionist on staff, their recipes have been entered into the federally mandated nutritional analysis software, their menus meet state and federal nutritional guidelines, and their meal production records are compliant with state and federal guidelines. In summary CAC is the sole vendor that is immediately ready to meet performance standards set forth in the contract.

Compliance is significant because the meal program is subject to audit to verify the eligibility of reimbursement claims. During the term of the two contracts CAC has maintained with the County for Probation institutional meal services, there have been no compliance issues chronicled by the California Department of Education (CDE) Nutrition Services Division.

PRIOR BID AND CONTRACT HISTORY

In FY 2004-05, in anticipation of the 90 bed expansion of the Santa Maria Juvenile Hall and the local housing of detainees from the Santa Maria area who were previously being transported to and housed at the Santa Barbara Juvenile Hall, the Probation Department approached vendors for bids for meal services at their facilities and ultimately contracted with the CAC to provide meals at the Santa Barbara Juvenile Hall, the Villa Esperanza Counseling and Education Center (CEC) and the Santa Maria Juvenile Hall. In 2005-06, the Probation Department with the assistance of Purchasing, again solicited bids. This was done to respond to community interest and to ensure appropriate resource allocation and vendor services utilizing best practices and industry standards in compliance with Corrections Standards Authority (CSA) nutritional requirements and the nutritional requirements of the school breakfast and lunch reimbursement programs. CAC was again awarded the contract.

CAC has consistently demonstrated readiness to meet CSA standards and the requirements of the state and federal meals program. CAC has a dietician on staff and is experienced with the federally required software for meal production records and nutrition analysis. The samples of CAC's daily production records, seven day portion value analysis, and temperature logs were compliant with State and Federal requirements for meal reimbursement eligibility and met the needs of our program. It is further noted that CAC is reported to be the only agency in Santa Barbara County that specializes in operating, administering and serving meals for federal and state funded, locally administered food programs such as the National School Lunch program, the Child and Adult Care Food Program, the Senior Nutrition Program, and the Summer Food Service Program. Meal services are provided county-wide to cross-generational populations including the Head Start program, Friendship Center, and ten senior centers providing served and home delivered meals throughout the county.

Because the last bid process for Probation Institutional meal services occurred less than 12 months prior to the commencement of the 2006-2007 FY, the Probation Department decided against rebidding the contract

and again recommended CAC be awarded the contract for the current fiscal year, which initially placed this matter before the Board on 8/8/06. CAC agreed to maintain the 2005-06 per meal charge of \$3.50 for 2006-07.

This year's contract differs from the prior year in that two CEC's have been added. Camino Segundo, which operates out of the Betteravia Center is being switched from the Santa Maria Bonita School District. The principal reasons for this change are that the School District cannot provide meals on all days the CEC is open and the average cost per meal, when delivery charges are taken into account, is approximately 40 cents per meal higher than CAC. Casa Floral operates out of La Mesa Elementary School in Vandenberg Village. The Lompoc Unified School District has plans for La Mesa School which will likely result in the Casa Floral moving during this school year. The District wants to work with Probation on the relocation of the CEC and continued meal service. Although it is our plan to continue to purchase meals from the District, the inclusion of Casa Floral in this contract gives us an option for alternative meal service in the future, should the need arise.

Upon direction of the Board, the Probation Department will work with Purchasing to issue a RFP for a consolidated meal contract for FY 2007-08, with provisions to include multiyear extensions. However, the meal services provided for the Probation Institutions meal contract are exempted from bidding under Section 2-42 of the Santa Barbara County Code. Section 2-42 states that the Purchasing Agent may engage independent contractors to perform services, with or without the furnishing of materials, within the limits provided by state law, without recourse to the bidding requirements of the article. (Ord. No. 951, Section 5; Ord. No. 3620, Section 1)

Recurring Performance Measures for the Juvenile Halls and CECs include:

To protect and serve the community and to ensure the safe and secure detention of detainees: Provide no more than 100% of 7,300 annual bed days at Santa Barbara Juvenile Hall.

To protect and serve the community and to ensure the safe and secure detention of detainees: Provide no more than 100% of 32,850 annual bed days at Santa Maria Juvenile Hall.

To protect and serve the community and to provide safe, secure and effective treatment for youth: Maintain a total average under commitment of at least 100% of 69 youths in three Counseling and Education Centers.

Mandates and Service Levels:

Specific Probation Department mandates are attached for your review.

Fiscal and Facilities Impacts:

This contract with an upper limit of \$436,888, acts as a supplement that is inclusive of a County of Santa Barbara Purchasing Contract in the amount of \$99,488 with the Community Action Commission (CAC) for institutional meal services during 2006-07. The purchasing contract was put in place pending the completion of the final contract for approval by the Board. The supplemental contract authorizes the department to exceed the amount authorized by the Purchasing Contract but limits the total expenditures under both

contracts to a maximum of \$436,888. The supplemental contract provides the county with financial assurances should the work of the contractor result in a loss of federal and state revenue and has a more detailed statement of work for greater accountability.

This contract is in the amount of \$436,888 of which 65%, or \$283,977, will be financed with revenue from the State and Federal School Breakfast and Lunch program. The General Fund share of this contract is \$152,911. All expenses associated with this contract and the Federal and State meal revenues are included in the Probation Department's FY 06-07 Adopted Budget. There will be no additional impact on the General Fund.

The cost per delivered meal is \$3.50. The cost per meal is the same as in 2005-06. The amount of the contract has increased by \$75,600. This is due to an increase in the total number of meals. Santa Barbara Juvenile Hall increased from 25 lunches per day to 45 lunches; this reflects an increase in population. The addition of Camino Segundo moved 20 lunches per school day from another contract to this contract. Although it would be our plan to purchase meals from the Lompoc Unified School District, this contract authorizes us to purchase up to 30 lunches per school day for Casa Floral should that become necessary. Annually the contract has increased by 21,600 meals at \$3.50 per meal, or \$75,600.

Because the CAC prepares meals offsite, there are no facility impacts.

Special Instructions:

Please send a fully executed copy of this contract and Minute Order to:
Lorna Merana, Probation Department, 117 E. Carrillo Street, Santa Barbara, CA 93101
Community Action Commission, 5681 Hollister Avenue, Goleta, CA 93117, Attn: Adrienne Starr

Concurrence:

County Counsel
Auditor Controller
Risk Program Administrator
Community Action Commission
Vocational Training Center Enterprises

PROBATION DEPARTMENT MANDATES

GENERAL:

131.5 ; 830.5 PC; 1201.7 PC; 273a(c) (3) (A) ; 273d(c) (3) (A) PC; 1203.097(c); 1203.098 PC; 13010-13014 PC; 3300 Government Code; 1020-1031.5

CIVIL:

1513 Probate Code;1513.1 Probate Code; 1826 Probate Code; 1851 Probate Code; 1851.5 Probate Code; 7800Family Law Code (FLC); 7801 FLC; 7803 FLC; 7804 FLC; 7805 FLC;7807 FLC; 7808 FLC; 7810 FLC; 9001 FLC

JUVENILE DIVISION

A. Administrative Responsibility/Notification:

131.7 WIC; 270 WIC

B. Juvenile Intake:

601 WIC; 601.2 WIC; 601.3 WIC; 602 WIC; 627.5 WIC; 628 WIC; 628.1 WIC; 630 WIC; 631 WIC; 632 WIC; 652 WIC; 652.5 WIC; 653 WIC; 676.5 WIC; 777WIC; 778 WIC; 1404-1405 JC Rules

C. Juvenile Investigations:

200 WIC; 280 WIC; 281 WIC; 281.5 WIC; 361.2 WIC; 635 WIC; 636 WIC; 652 WIC; 653.5 WIC; 656.2 WIC; 636.1 WIC; 706 WIC; 706.5 WIC; 706.6 WIC; 707 WIC; 727.2 WIC; 727.4 WIC; 742 WIC; 781WIC; 1499 Juvenile Court Rules

D. Juvenile Supervision:

241.1 WIC; 366.23 WIC; 366.26 WIC; 625 WIC; 625.3 WIC; 641 WIC; 654 WIC; 654.1 WIC; 654.2 WIC; 654.3 WIC; 654.4 WIC; 654.6 WIC; 655 WIC; 725 WIC; 727 WIC; 727.1 WIC; 727.2 WIC; 727.3WIC; 727.31 WIC; 727.4 WIC; 727.4 (d) (4); 727.6 WIC; 729 WIC; 729.3 WIC; 729.7 WIC; 729.8 WIC; 729.9 WIC; 730 WIC; 730.6 WIC; 730.7 WIC; 737 WIC; 738 WIC; 740 WIC; 740.1WIC; 742.16 WIC; 790 WIC; 793 WIC; 794 WIC; 795 WIC; 841 WIC; 1300 WIC; 1502.4 (a)(1) H&S; 4096 WIC; 5600.3 WIC; 11400 WIC; 11401 WIC; 11402 WIC; 11403 WIC, 11404 WIC; 11404.1 WIC; 11462.01(2)(C) WIC; 295(i) (2)PC; 296.1.(a)(3)(A)PC; 298. (b)(4) PC.

INSTITUTIONS DIVISION

A. Juvenile Hall:

Title 15, Division 1 Board of Corrections, Chapter 1 Board of Corrections, Subchapter 5 Minimum Standards for Juvenile Facilities

210 WIC; 850 WIC

B. Home Supervision:

628.1 WIC; 840 WIC

C. Boys' Camp:

Title 15, Division 1 Board of Corrections, Chapter 1 Board of Corrections, Subchapter 5 Minimum Standards for Juvenile Facilities

881 WIC; 885 WIC

D. Counseling and Education Centers:

654 (c) WIC

E. Non-Secure Detention:

210.1 WIC; 601 WIC; 626 WIC

F. Medical Care Juveniles:

369 WIC; 739 WIC

G. Separate Categories:

284 WIC; 285 WIC; 656.2 WIC; 704 WIC; 729.7 WIC; 742 WIC; 742.20 WIC; 749.22 WIC; 749.23 WIC; 751 WIC; 726 WIC ; 826 WIC; 826.5 WIC (a); 826.6 WIC ; 827 WIC 48321 ED CODE; 56026 ED CODE; 56325 ED CODE

ADULT DIVISION

A. Adult Investigation:

1000.5 PC; 1001.20 PC to 1001.34 PC; 1001.70 PC to 1001.90 PC; 1191 PC; 1191.1 PC; 1191.2 PC; 1191.3 PC; 1202.4 PC; 1203 PC; 1203a PC; 1203c PC; 1203d PC; 1203.9 PC; 1203.10 PC; 1203.097(b) (3) PC; 1203.097(b) (4) PC; 1210.1 PC; 4.310 Judicial Rule 4.411(a)(b)(c)(d) Judicial Rule; 4.411.5 Judicial Rule

B. Adult Supervision:

131.3 Code of Civil Procedure; 290(c) (1) PC; 290.4 PC Megan's Law; 295(i) (2) and 298. (b)(4) PC; 296.1.(a)(3)(A) PC; 296.1.(a)(5)(A) PC; 298(b)(3)PC; 1202.7 PC; 1202.8 PC; 1203.02 PC; 1203.016 PC; 1203.044 PC; 1203.044(h) PC; 1203.045 PC; 1203.047 PC; 1203.055 PC; 1203.055(f) PC; 1203.066 PC; 1203.067 PC; 1203.076 PC; 1203.95 PC; 1203. 097 PC; 1203.1 PC; 1203.1(b) PC; 1203.1bb PC; 1203.1(d) PC; 1203.1(h) PC; 1203.1a b PC; 1203.1b (a) PC; 1203.1e PC; 1203.1g PC; 1203.1k PC; 1203.2PC; 1203.2(a) PC 1203.3 PC; 1203.12 PC; 1203.4 PC; 1203.9 (a) PC; 1203.9 (b) PC; 1203.10 PC; 1203.12 PC; 1389.6 PC; 3075 PC to 3076 PC; 11180 PC and 11181 PC.

Revised 5/2/05



Community Action Commission of Santa Barbara County

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August 25, 2006

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Ms. Jean Silver
Chief Financial Officer
Administration & Adult Services
117 E. Carrillo Street
Santa Barbara, California, CA 93101

Dear Ms. Silva,

CAC has enjoyed an excellent relationship with the Santa Barbara County Probation Department. It has been our pleasure to meet your food service needs throughout Santa Barbara County. Please find the enclosed response to your inquiry dated August 18, 2006. CAC is always pleased to engage in dialogue with contracting agencies in an effort to improve delivery of services. In this case however the survey questions were perplexing for two reasons.

First, the survey was not directed solely to CAC, the contractor that was awarded the contract under the 2005 Request for Proposals (RFP). Survey questions 4 and 5 target a bidder that lost the bid because the bidder did not meet the food service requirements addressed in the RFP and/or did not comply with State and Federal regulations for food service contractors. It seems odd that the Probation Department would request a time table from a losing bidder as to when that bidder would be able to comply with State and Federal requirements.

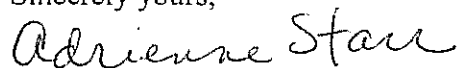
Second, the survey directs (in questions 2, 3, and 6) the current contractor, CAC, to hypothetically divide the awarded contract into various smaller contracts and then comment on the impacts of these separated contracts. CAC believes this type of process does not provide optimal food service. Santa Barbara County Probation Department analyzed the need for food service at several locations in the county. The Probation Department circulated an RFP that addressed those food service requirements in compliance with the Federal and State regulations that control food service contractors. CAC met or exceeded the food service requirements of the Probation Department and the Federal and State regulations for food service contractors.

There are many legitimate reasons to revise an RFP. For example, the Probation Department could revise the RFP to target unmet needs, or respond to changed conditions. However, altering the RFP for what appears to be pressure from outside interests or to benefit a losing bidder without providing a measurable benefit to the food service contract would not be appropriate. CAC agrees with Probation Department staff that a consolidated food service

agreement provides benefits of economy of scale, uniformity of service, administrative savings, and assurance of compliance with State and Federal regulations. We stand ready to respond to any further questions about our service under the existing RFP, and look forward to continuing to explore strategies to improve the delivery of services.

If you have any questions or concerns, do not hesitate to contact me.

Sincerely yours,

A handwritten signature in cursive script that reads "Adrienne Starr".

Adrienne Starr
Director of Food Service Management

cc. R.Scott Deu Pree, Chief Probation Officer, Santa Barbara County Probation
Patricia J. Stewart, Deputy Chief Probation Officer, Institutions
Fran Forman, Executive Director, Community Action Commission

Response – Probation Department Contract

Questions

1. You provided Probation with information during the bid process conducted in November of 2005. If material previously submitted have changed since you submitted with your bid and response to the request for supplementary information please provide us with updated information.

2. Would your agency be willing to accept a contract for a portion of the meals?

3. Of the following options which would be individually and collectively acceptable to you?

- a. Santa Maria Juvenile Hall – Dinner.
- b. Santa Barbara Juvenile Hall and Villa Esperanza – Lunch.
- c. Santa Maria Juvenile Hall and Camino Segundo – Lunch.

4. If you selected Option a and are not a current provider please give us a schedule with implementation dates for complying with the Corrections Standards Authority Minimum Standards for Juvenile Facilities, Title 15, Division 1, Chapter 1, Subchapter 5, Article 9 specifically:
a. Your plan and the implementation dates for complying with section 1463 which requires that menus be planned a month in advance,

Response

There is no new information to include in the bid as submitted on November 2005 by Community Action Commission for meal service to the County of Santa Barbara Probation Department.

Add on

We would like to make available up to two hours a month of registered dietician services which could be used for training and/or clinician services within this contract period.

Community Action Commission submitted a bid to serve the total meal service as specified in the Santa Barbara County Probation Department Request For Proposal (RFP) circulated in 2005. In November, 2005 CAC's bid proposal was selected and CAC was awarded the contract. CAC would like to continue serving the Probation Department under the existing RFP. However, if a revised Request for Proposal was issued by the County of Santa Barbara Probation Department, CAC would evaluate that revised RFP and respond as appropriate.

The CAC bid as submitted was based on the totality of meals as specified in the Request For Proposal. CAC would like to continue serving the Probation Department under the existing RFP. If the Probation Department issued a revised Request for Proposal, CAC would evaluate the revised RFP and respond accordingly.

Community Action Commission is the current provider under contract with the County of Santa Barbara Probation Department. CAC meets or exceeds the Corrections Authority Minimum Standards for Juvenile Facilities, Title 15, Division 1, Chapter 1, Subchapter 5, and Article 9. CAC complies with section 1463 which requires that menus be planned a month in

retained for 12 months and that menus, as planned and including changes be reviewed by a dietician at least annually.

b. The length of the notice period you would require in order to comply with the regulations prior to starting work.

c. If you selected Option a, would you hold the price in your original bid? If not, what would you charge per meal, without milk, for this service?

advance, retained for 12 months, and that menus (planned or altered) be reviewed by a dietician at least annually. CAC exceeds this section requirement by employing a dietician on staff to monitor and ensure daily compliance of planned menus (and any changes to planned menus) rather than an annual review.

5. If you selected Option b, c or both and are not a current provider please give us with schedule with implementation dates for complying with the
- a. Corrections Standards Authority Minimum Standards for Juvenile Facilities, Title 15, Division 1, Chapter 1, Subchapter 5, Article 9: specifically
- i. Your plan and the implementation dates for complying with section 1463 which requires that menus be planned a month in advance, retained for 12 months and that menus, as planned and including changes be reviewed by a dietician at least annually.
- b. USDA School Meals Program: specifically
- i. Your plan and the implementation dates for purchasing and training your staff on one of the eight USDA-approved software programs available for State Agencies, School Food Authorities and local schools to implement Nutrient Standard Menu Planning (NSMP).
- ii. Your plan and the implementation dates for data entry of no less than five weeks of menus into the system and making such adjustments in the menus as may be necessary after the nutritional analysis is complete.
- iii. Your plan and implementation dates for acquiring the services of a nutritionist.
- c. The length of the notice period you would require in order to comply

Community Action Commission is a current provider under contract with the County of Santa Barbara Probation Department. CAC meets or exceeds the Corrections Authority Minimum Standards for Juvenile Facilities, Title 15, Division 1, Chapter 1, Subchapter 5, Article 9. CAC complies with section 1463 which requires that menus be planned a month in advance, retained for 12 months, and that menus (planned or altered) be reviewed by a dietician at least annually. CAC exceeds this section requirement by employing a dietician on staff to monitor and ensure daily compliance of planned menus (and any changes to planned menus) rather than an annual review. CAC also complies with all USDA requirements for school meal programs. Specifically CAC uses USDA-approved software programs available for State Agencies, School Food Authorities and local schools to implement Nutrient Standard Menu Planning(NSMP).

with the regulations prior to starting work.

- d. If you selected Option b, c or both, would you hold the price in your original bid? If not, what would you charge per meal, without milk, for this service? Please specify any difference in the per meal cost between option b or c.

6. If you are the current provider and were asked to curtail meal service in Santa Maria, please describe the impact to your staffing and operations if you are the current provider and were asked to curtail meal service in
 - a. You lost the dinner meal for Santa Maria Juvenile Hall.
 - b. You lost the lunch meal for Santa Maria Juvenile Hall and Camino Segundo.
 - c. You lost all meals in the Santa Maria area.
 - d. How much notice would you need to make an orderly reduction and provide notice to employees?

CAC is the only agency in Santa Barbara County that specializes in operating, administering and serving meals for federally and State funded, locally administered food programs such as the **National School Lunch Program, the Child and Adult Care Food Program, the Senior Nutrition Program, and the Summer Food Service Program.**

This specialty has enabled our organization to provide meals service to cross-generational populations throughout the County of Santa Barbara. Increased numbers of meals served enable CAC also keep the costs down while meeting the federal and state requirements.

Meal service is provided to various non-profit entities county-wide such as the Head Start program which serves 1000 preschoolers, the Friendship Center, ten senior centers which serves 500 seniors daily and meals delivered at home daily to 500 homebound seniors through out the county.

A partnership has been formed with Good Samaritan Services in Santa Maria for the building of a commercial kitchen with an anticipated opening in early 2007. Meals are currently prepared in the Guadalupe Senior Center. Food will be prepared in the new kitchen for Good Samaritan clients, preschoolers at 11 sites, seniors at 4 sites, 100 homebound seniors and hopefully the children served by the Probation Department.

Although we have been meeting the requirements of the Probation contract since July 1, if we no longer had this contract, along with laying-off four long term staff, a more far reaching negative affect would be compromising our ability to serve cross- generational populations.

Federally funded nutrition programs do not provide full reimbursement to cover all costs. (This is especially true for the Senior Nutrition Program where only 1/3 of the costs are reimbursed. In order to provide this service, we leverage and/or raise funds for the shortfalls. The need for the Senior Nutrition Program is clearly demonstrated by the daily attendance of seniors at the centers and requests for home deliveries to homebound seniors.)

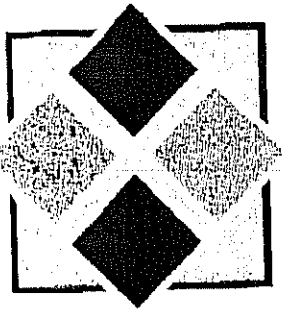
In order to provide quality and nutritious meals, using a methodology of economy of scale, more meals prepared lowers the cost of the meals.

Future Plans

Once our Santa Maria kitchen is opened, we hope to operate a Summer Food Service Program in North County **as there has been no service provider in this area.** (81% of the children in the Santa Maria-Bonita School District and 100% of the children in Guadalupe qualify for the Free Lunch Program. CAC currently provides nutritious meals during the summer to children in South County.)

In order to continue expanding our services to meet the needs of vulnerable populations in Santa Barbara County, it's necessary to have a sufficient volume of meals serviced to offset the funding shortfalls of our federal reimbursement meal service programs.

The more meals prepared and served, the lower the overall cost of the meals. This creates a mutually beneficially situation for contractors, CAC and the Santa Barbara community.



V.T.C.
ENTERPRISES

September 11, 2006

Jean Silva
Chief Financial Officer
County of Santa Barbara Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101

Dear Ms. Silva:

Thank you for your letter dated Aug. 18, 2006, and for allowing us the extra time to respond to this letter due to the vacation of a key staff person.

We appreciate the long time relationship that VTC has had with the Probation Department and Juvenile Hall in Santa Maria and we are very interested in continuing that relationship. The Juvenile Hall contract has resulted in the benefit of employment to many people with disabilities in the Santa Maria area for over 25 years.

Below are our responses to the questions in your letter:

Would your agency be willing to accept a contract for a portion of the meals?

Response: Yes, VTC Enterprises would be willing to accept a contract for a portion of the meals.

Of the following options which would be individually and collectively acceptable to you?

- a. Santa Maria Juvenile Hall – Dinner
- b. Santa Barbara Juvenile Hall and Villa Esperanza – lunch
- c. Santa Maria Juvenile Hall and Camino Segundo lunch

Response: VTC Enterprises would be interested in option a: providing the Santa Maria Juvenile Hall – Dinner meal.

If you selected option a and are not a current provider please give us a schedule with implementation dates for complying with the Corrections Standards Authority Minimum Standards for Juvenile Facilities, Title 15, Division 1, Chapter 1, Subchapter 5, Article 9 specifically:

a. Your plan and the implementation dates for complying with section 1463 which requires that menus be planned a month in advance, retained for 12 months and that menus, as planned and including changes, be reviewed by a dietician at least annually.

Response: VTC Enterprises would be able to submit menus by October 1, 2006, for the following month beginning Nov. 1, 2006. Further, we would retain all menus for 12 months and have all menus, as planned and including changes, reviewed by a dietician at least annually.

Kirk D. Spry
Chief Executive Officer

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b. The length of the notice period you would require in order to comply with the regulations prior to starting work.

Response: VTC Enterprises would need two weeks notice to comply with the regulations prior to starting work.

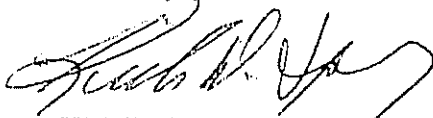
c. If you selected Option a, would you hold the price in your original bid? If not, what would you charge per meal, without milk, for this service?

Response: Since the original bid, VTC Enterprises workers were granted a 4% cost of living increase due to inflation, particularly the cost of gasoline. Also, food prices have increased, also due in part to increased gasoline costs. Therefore, our price for this service, without milk, would be \$3.50 per meal.

Since VTC Enterprises did not select Option b or c, the other questions on your letter do not apply.

Thank you for the opportunity to respond to your letter and for the chance to once again provide meals to Juvenile Hall in Orcutt, a project that has provided such benefit to so many people with developmental and other disabilities over the years. I look forward to hearing from you.

Sincerely,



Kirk D. Spry
Chief Executive Officer

cc: Robin Graham-Patten
Julie Posada