



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

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

Department Name: Social Services  
Department No.: 044  
For Agenda Of: 05/19/09  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

0519.15

09.00465

TO: Board of Supervisors

FROM: Department Kathy M. Gallagher, Director (805) 346-7101  
Director(s)  
Contact Info: Lauren Moore, IT Manager (805) 681-4529

MAY 19 2009

SUBJECT: Amendment No. 2 with Document Fulfillment Services for CalWIN Client  
Correspondence Printing and Mailing

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

Approve and authorize the Chair to execute Amendment No 2 to extend the contract term with Document Fulfillment Services (DFS) for the period July 1, 2009 through June 30, 2010 and increase the amount by \$289,000 for a total contract not to exceed \$876,167 for the purpose of printing and mailing client correspondence from the CalWIN System.

**Summary Text:**

In January 2006, as a result of a Request for Proposal (RFP) Procurement effort, the County of Santa Barbara entered into a contract with Document Fulfillment Services for the purpose of printing and mailing client correspondence from the CalWORKs Information Network (CalWIN) System.

The RFP and contract language allows for extension of the contract for an additional one (1) year.

Effective FY 2009-10, Document Fulfillment Services has agreed to continue to provide correspondence printing and mailing services from the CalWIN system. All client correspondence is required by regulation and failure to produce these documents could result in sanctions to the county.

**Background:**

On November 23, 1999, the Department of Social Services received your Board's approval of the CalWIN Technology Agreement with Electronic Data Systems (EDS). The Santa Barbara County Department of Social Services implemented a new primary business application called CalWORKs

Information Network (CalWIN), for determining public assistance eligibility, computing and issuing benefits, and tracking the provision of social services in March 2006.

On January 12, 2006, the Department of Social Services requested approval to contract with Document Fulfillment Services (DFS), not a local vendor, for the purpose of printing and mailing client correspondence from the CalWIN System. The Board of Supervisors authorized the Department to enter into a one year contract, for the period 3/1/06 through 2/28/07, to allow time for the Department to engage in a procurement process that included local vendor outreach.

On September 7, 2006 DSS released a Request for Proposal (RFP) which began the procurement process to select a vendor. Three (3) bids were received in response to our efforts by the requested due date, none of which was a local vendor. Following a comprehensive evaluation, the contract was awarded to DFS for the period 3/1/07 through 6/30/09 with an option to negotiate a renewal, without re-bidding, for a period not to exceed one year. Key considerations were: lowest aggregated cost, most comprehensive Disaster Recovery Plan, proximity and relationship with the primary CalWIN application vendor, and experience serving 14 of the 18 CalWIN counties.

**Performance Measure:**

DFS will provide printing and mailing services for client correspondence generated out of the CalWIN computer system to Santa Barbara County.

- Errors not remedied by DFS quality control, involving 100 or more pieces from a single mailing will incur a penalty credit in favor of the County in the amount of \$.04 per piece. This will include client correspondence mailed 24 hours after the target mailing date.
- DFS will verify that services are provided using fully automated processes that are capable of tracking each individual mail piece through the printing, inserting and mailing processes. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. Any errors or variation must be reported to the County immediately.
- The contractor's performance will be measured by evaluating daily print reports received by DFS which detail daily correspondence volume processed, printed and mailed. These reports are compared to CalWIN caseload activity to ensure consistency is present.
- A DSS Help Center database is utilized to track questions, problems, issues and general communication with the vendor. This allows us to create a knowledgebase of information for more effective contract monitoring.
- A DSS Help Center database report is generated and reviewed quarterly to ensure that 100% of the approximated 5 calls quarterly are resolved by DFS to DSS's satisfaction, within two business days.

The vendor has consistently met and exceeded the above performance measures set forth in the contract.

**Fiscal and Facilities Impacts:**

Budgeted: Select\_Budgeted

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund	\$14,450		
State	\$28,900		
Federal	\$245,650		
Fees			
Other:			
Total	\$289,000	\$ -	\$ -

Narrative:

Approval and execution of this contract amendment will result in direct contract expenditures of \$289,000. Funding will come primarily from a mixture of Federal and State Funds. There is a 5.0% County Share. Appropriations for this amendment are included in our FY 2009-10 Requested budget.

**Staffing Impacts:**

**Legal Positions:**  
0

**FTEs:**  
0

**Special Instructions:** After execution by the Chair, please return, along with (1) copy of the minute order to:

Linda Rodriguez-Contracts Coordinator  
2125 S Centerpointe Parkway, 3<sup>rd</sup> floor  
Santa Maria, CA 93455

**Attachments:**

Amendment to Agreement for Independent Contractor

**Authored by:**

Lauren Moore

**CC:**

## CONTRACT TO PROVIDE PRINTING AND MAILING SERVICES

Santa Barbara County-Department of Social Services

### Second Amendment-Contract Extension Effective 7/1/09

This is the second amendment to the Agreement for Services between the **County of Santa Barbara** (COUNTY) and **Document Fulfillment Services** (DFS) (CONTRACTOR), for the continued provision of CalWIN client correspondence printing and mailing services pursuant to Exhibit A, Statement of Work, of the current contract.

The COUNTY has approved this one-year contract renewal to provide CalWIN client correspondence printing and mailing services.

This amended contract incorporates the terms and conditions set forth in the existing contract numbered BC# 07-115, approved by the County Board of Supervisors on January 23, 2007 with the following exceptions:

#### The Agreement is amended as follows:

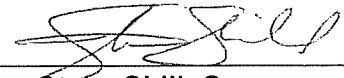
4. **TERM.** For the extension period, CONTRACTOR shall commence performance on *July 1, 2009* and end performance upon completion, but no later than *June 30, 2010*, unless otherwise directed by COUNTY or unless earlier terminated.

#### Exhibit B is amended as follows:

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements and postage, not to exceed \$876,167.

IN WITNESS WHEREOF, this Second Amendment to the Contract has been executed by parties hereto upon this date first above written.

CONTRACTOR:

By  Date 4/7/09  
Steve Shill, Owner  
BIT dba Document Fulfillment Services

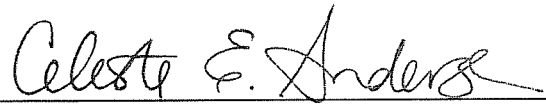
Taxpayer ID Number: On-File

COUNTY OF SANTA BARBARA  
BY: \_\_\_\_\_  
Chair, Board of Supervisors  
Date: \_\_\_\_\_


ATTEST:  
MICHAEL F. BROWN  
Clerk of the Board

By \_\_\_\_\_  
Deputy

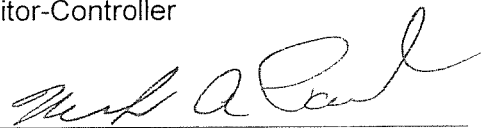
APPROVED AS TO FORM:  
DENNIS MARSHALL  
County Counsel

By   
Deputy County Counsel

APPROVED AS TO INSURANCE:  
RAY AROMATORIO

By:   
Risk Program Administrator

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS  
Auditor-Controller

By 

Contract Summary Form: Contract Number: BC 07-115

D1. Fiscal Year : FY 09/10  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 044  
D3. Requisition Number : n/a  
D4. Department Name : Department of Social Services  
D5. Contact Person : Linda Rodriguez  
D6. Phone : 346-7294

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose: CalWIN Correspondence Printing & Mailing Services  
K3. Original Contract Amount : \$467,167  
K4. Contract Begin Date : 3/1/07  
K5. Original Contract End Date : 6/30/09  
K6. Amendment History (leave blank if no prior amendments):  

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>
1	9/1/08	\$120,000	\$120,000	\$587,167	n/a
2	7/1/09	\$289,000	\$409,000	\$876,167	6/30/10 Renewal

K7. Department Project Number : N/A

B1. Is this a Board Contract? (Yes/No) : Yes  
B2. Number of Workers Displaced (if any) : None  
B3. Number of Competitive Bids (if any) : 3  
B4. Lowest Bid Amount (if bid) : n/a  
B5. If Board waived bids, show Agenda Date : N/A  
B6. ... and Agenda Item Number : #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : N/A

F1. Encumbrance Transaction Code : N/A  
F2. Current Year Encumbrance Amount :  
F3. Fund Number : 0055  
F4. Department Number : 044  
F5. Division Number (if applicable) : 11  
F6. Account Number : 7124 & 7451  
F7. Cost Center number (if applicable) : 02  
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=auditor; P=purchasing) : n/a  
V2. Payee/Contractor Name : Document Fulfillment Services  
V3. Mailing Address : 910 Riverside Parkway #40  
V4. City State (two-letter) Zip (include +4 if known) : West Sacramento, CA 95605  
V5. Telephone Number : (916) 3749002  
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 37-1443695  
V7. Contact Person : Steve Shill, Owner  
V8. Workers Comp Insurance Expiration Date : 11/4/09  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 11/22/09  
V10. Professional License Number : #  
V11. Verified by (name of County staff) : Linda Rodriguez  
V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation  Private Non-Profit

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date 4/7/09 : Authorized Signature: 

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DW  
DEFSBI-1

DATE (MM/DD/YYYY)  
02/20/09

<b>PRODUCER</b> Cummins Insurance Agency, Inc. License # OC42488 4401 Hazel Avenue, Suite 110 Fair Oaks CA 95628 Phone: 916-961-6000 Fax: 916-961-3046	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  DFS, BIT California, LLC Attn: Steve Shill 910 Riverside Pkwy, Ste 40 West Sacramento CA 95605	<table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Zurich													
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INSURER C:													
INSURER D:													
INSURER E:													

## COVERAGES

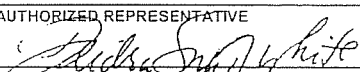
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Printer E&O** GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS42803693	11/22/08	11/22/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2000000 \$ 2000000
						MED EXP (Any one person)	\$ 10000
						PERSONAL & ADV INJURY	\$ 2000000
						GENERAL AGGREGATE	\$ 4000000
						PRODUCTS - COMP/OP AGG	\$ 4000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS42803693	11/22/08	11/22/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 2000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Printers Errors & Omissions	PAS42803693	11/22/08	11/22/09	Per Claim	\$1,000,000
						Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 days' notice in the event of cancellation for nonpayment of premium.  
 Additional Insured per attached form CG2010.

\*\*REVISED. THIS CERTIFICATE REPLACES CERTIFICATE DATED 11-19-08.\*\*

<b>CERTIFICATE HOLDER</b>  SANTA16  County of Santa Barbara Dept of Social Services 2125 S. Centerpointe Pkwy Santa Maria CA 93455	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



*THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.*

***ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION***

*This endorsement modifies insurance provided under the following:*

*COMMERCIAL GENERAL LIABILITY COVERAGE PART*

***SCHEDULE***

***Name of Person or Organization:***  
*COUNTY OF SANTA BARBARA*

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

***A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.***

***B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:***

***2. Exclusions***

*This insurance does not apply to “bodily injury” or “property damage” occurring after:*

*with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or*

***(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.***

***(1) All work, including materials, parts or equipment furnished in connection***

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RP  
DOCUM-1

DATE (MM/DD/YYYY)  
11/04/08

**PRODUCER**  
  
PINC Insurance Services, Inc.  
665 Third Street, Suite 500  
San Francisco CA 94107-1990  
Phone: 415-495-8242 Fax: 415-543-7790

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Document Fulfillment Services  
Steven Shill  
910 Riverside Parkway, #40  
West Sacramento CA 95605

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic Indemnity	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSH ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$  \$  \$  \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	170786-03	11/04/08	11/04/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Workers' Compensation Insurance Only

## CERTIFICATE HOLDER

COUNTY  
  
County of Santa Barbara  
Dept. of Social Services  
2125 S. Centerpointe Parkway  
Santa Maria CA 93455

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*David Katz*