


MARIPOSA COUNTY RESOLUTION NO. 85-283


BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, EUGENE P. DALTON, JR., is hereby authorized to sign same: 1985-86 Licensing Contract for Foster Care Licensing, No. 15097, with the State Department of Social Services, which allows the County to continue licensing foster homes in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 3rd day of September , 1985, by the following vote:

- AYES: BARRICK, DALTON, ERICKSON, RADANOVICH, TABER
- NOES: NONE
- ABSENT: NONE
- ABSTAINED: NONE



 EUGENE P. DALTON, JR., Chairman
 Mariposa County Board of Supervisors

ATTEST:


 GERALD MC CARTHY, County Clerk and
 Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



 JEFFREY D. GREEN
 County Counsel

INTER-OFFICE MEMO

DATE: September 18, 1985

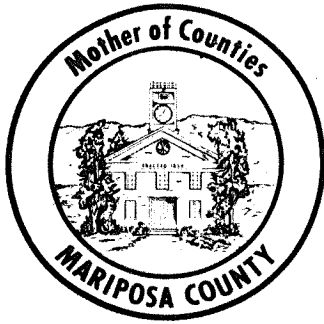
TO: Yolanda Lenier Rinaldo

FROM: COUNTY CLERK'S OFFICE

RE: 1985-86 Licensing Contract for Foster Care Licensing,
No. 15097

Attached are 5 signed copies of the above-referenced contract plus a certified copy of Res. No. 85-283 authorizing the Chairman to sign same.

Jerry McCarthy



MARIPOSA COUNTY
DEPARTMENT OF SOCIAL WELFARE
HEALTH & WELFARE BUILDING
HWY. 49 NEAR JCT. HWY. 140

YOLANDA LENIER RINALDO, Director
Telephone: (209) 966-3609

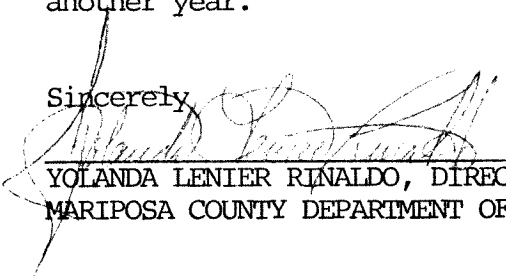
POST OFFICE BOX 7
MARIPOSA, CALIFORNIA 95338

TO: MARIPOSA COUNTY BOARD OF SUPERVISORS
FROM: YOLANDA LENIER RINALDO, DIRECTOR, DEPARTMENT OF SOCIAL WELFARE
RE: 1985/86 LICENSING CONTRACT FOR FOSTER CARE LICENSING

Attached are five copies of the final contract for Foster Care licensing with the State Department of Social Services which require signatures on all five copies plus a copy of the Board of Supervisors' Resolution authorizing the county to sign and enter into this Agreement.

I am recommending that this licening program be continued for another year.

Sincerely,



YOLANDA LENIER RINALDO, DIRECTOR
MARIPOSA COUNTY DEPARTMENT OF SOCIAL WELFARE

III. DSS Responsibilities:

DSS shall inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to the licensing activities as defined in Paragraph II above.

IV. Term:

The term of this Agreement shall be from July 1, 1985 through June 30, 1986.

V. Fiscal Provisions:

- A. The maximum amount of reimbursement under this Agreement shall not exceed \$5,000.
- b. DSS shall reimburse the County for administrative expenditures incurred while performing only those activities needed to meet the requirements referenced in Paragraph II above. Reimbursement shall be made in arrears after the end of each quarter upon submission of the Quarterly Administrative Expenditures Claim.

VI. General Provisions:

- A. Either party may terminate this contract prior to June 30, 1986 by providing the other party with ninety (90) days written notice of the intent to terminate the contract with respect to the Community Care Licensing category stated in Paragraph II above.
 1. For purposes of this section, notice from the County shall be a resolution of the County Board of Supervisors delivered by registered mail to the Deputy Director, Community Care Licensing Division, Department of Social Services, 744 P Street, Sacramento, California, 95814.
 2. Notice from the Department of Social Services shall be a memorandum from such Deputy Director of the Community Care Licensing Division delivered by registered mail to the County Board of Supervisors for the County. Any such notice sent by a party to the Contract, either the County Board of Supervisors or the Deputy Director shall be effective upon receipt by the other party.
 3. If the County chooses to terminate this Contract before June 30, 1986 a retroactive adjustment will be applied by DSS when necessary, to ensure that reimbursement does not exceed an amount equal to a proration of the maximum reimbursement based on actual days licensing functions are provided prior to the effective date of the notice of termination. However, in no case, either upon early termination or upon expiration of the Contract, shall the County receive any amount pursuant to this Contract greater than actual expenditures.

- B. In any matter regarding the issuance, denial, or revocation of a license, the County shall carry out the determination made by DSS.
- C. The Nondiscrimination Addendum is attached and made a part hereof by reference.
- D. The Backside of Standard 2 Agreement is incorporated and made a part hereof by reference.
- E. Contractor agrees to place in each of its subcontracts, if any, which are in excess of \$10,000 and utilize State funds, a provision that states the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 10532).
- F. Final allocations are subject to redistribution based on county-by-county expenditure levels prior to the reversion of allocation surpluses to the general fund.

NONDISCRIMINATION ADDENDUM

1. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (age 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.), the regulations promulgated thereunder (Cal. Admin. Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.