

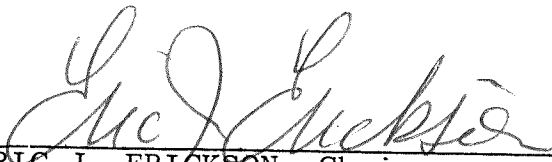
MARIPOSA COUNTY RESOLUTION NO. 83-80

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, ERIC J. ERICKSON, is hereby authorized to sign same:


Standard Agreement for County Health Services for FY 1982-83

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of March 1983, by the following vote:

AYES: Taber, Barrick, Erickson, Moffitt  
NOES: None  
ABSENT: Dalton  
ABSTAINED: None

  
ERIC J. ERICKSON, Chairman  
Mariposa County Board of Supervisors

ATTEST:

  
ELLEN BRONSON, County Clerk  
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
RICHARD K. DENHALTER  
County Counsel

STANDARD AGREEMENT FOR COUNTY HEALTH SERVICES  
Fiscal Year 1982-83  
County of Mariposa

The State of California by and through the Department of Health Services and the County of Mariposa (hereinafter called the County) in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed do hereby agree as follows:

Article I

This agreement is entered into pursuant to the provisions of the Welfare and Institutions Code (W&IC) Section 16700 et seq. The definitions of terms used in this agreement shall be determined under W&IC Section 16700 et seq.

Article II

1. The State shall make payment of the funds specified in paragraphs 2.b. of this Article to the County in three equal installments.
2. Funds to be provided are:
  - a. An allocation of \$ 47,059 in accordance with W&IC Sections 16702(a) and 16704(a), paid upon receipt and acceptance of the County Health Services Plan and Budget by the State.
  - b. An allocation of \$ -0- in accordance with W&IC Sections 16702(b) and 16704(b). This amount represents State funding from the County Health Services Fund at a rate of N/A State dollar(s) for each county dollar expended for county health services provided in general accordance with the County Health Services Plan and Budget.
  - c. In no event shall the State funds provided under this agreement exceed \$ 47,059.
3. The State shall recover any funds provided from the County Health Services Fund which are not expended in accordance with this agreement pursuant to Section 1477 of Title 17 of the California Administrative Code. Recovery of funds may be accomplished through reduction of future payments to the County from the County Health Services Fund or from any funds payable for any other purpose. The recovery shall be limited to the State funded portion of the amount not expended in accordance with this agreement.

Article III

1. The County agrees to incur aggregate net county costs for health services of State and County funds in an amount of at least \$ 47,059. In the event that aggregate net county costs for health services are less than this amount, the State shall recover the State funded portion of the difference at the rate of State to county dollars specified in paragraph 2.b. of Article II of this agreement.
2. The County agrees that county health services will be provided in general accordance with the County Health Services Plan and Budget, and will result in net county costs for health services of county funds of at least \$ -0-.
3. The County agrees that State funds provided from the County Health Services Fund will be used to finance county health services included in the County Health Services Plan and Budget and for no other purpose, and that the Plan and Budget have been developed in accordance with the instructions provided by the State.

(continued on reverse)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

|                     |   |
|---------------------|---|
| State of California | County of <u>Mariposa</u>                   |
| Signature _____     | Signature <u>[Signature]</u>                |
| Title _____         | Title <u>Chairman, Board of Supervisors</u> |
| Date _____          | Date <u>3-30-83</u>                         |

4. The County agrees to provide for continuation and funding of health services in accordance with the County Health Services Plan and Budget: a) where the governing body of the city has not transferred enforcement authority of applicable public health statutes and regulations to the County; b) where public health services are provided by a city pursuant to a contract with the County; or c) where public health services are provided by an existing independent district.
5. The County agrees that sufficient records, files, and documentation will be maintained concerning program activity and expenditures made under this agreement and will be accessible for a period of at least four years from either the date of final payment under this agreement or from the expiration of this agreement or, in the event of a State audit, until the audit has been resolved, whichever is later.
6. The County agrees to provide access during normal working hours to authorized representatives of the Department of Health Services and of other State agencies to all records, files, and documentation related to this agreement, subject to applicable State and Federal regulations and laws regarding confidentiality.
7. The County agrees that the following reports will be provided in the form and according to procedures established by the Department of Health Services:
  - a. A report of estimated actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1982-83. This report shall be provided by November 15, 1983, and shall serve as the initial basis for recovery of funds not expended in accordance with this agreement.
  - b. A report of actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1982-83. This report shall be provided by November 15, 1984, and shall serve as the final basis for recovery of funds not expended in accordance with this agreement, unless modified by actual audit findings officially adopted by the State.
  - c. The report of planned Fiscal Year 1982-83 Environmental Health Program activities and Fiscal Year 1981-82 program accomplishments (submitted in past years by noncontract counties as part of the State subvention application).
  - d. A report describing health services provided by the County pursuant to Part 5 (commencing with Section 17000) of Division 9 of the Welfare and Institutions Code during Fiscal Year 1981-82. This report shall be in the form and in accordance with procedures established by the Department of Health Services and shall be provided by November 15, 1982. This report shall include but not be limited to information covering the following: eligibility, services, resources, collections, target population size, and costs.

#### Article IV

1. The State shall withhold, in part or in whole, payment of any funds specified in this agreement and W & I code Section 16706 if any of the reports specified in this agreement and W & I code Section 16706 have not been received from the county by the dates specified therein, unless an extension for submission of such reports is formally granted by the Department of Health Services. Any funds withheld from the county pursuant to this article shall be released upon receipt of the required reports by the Department of Health Services.
2. The State or County may terminate this Agreement. Should this Agreement be terminated by either party, the terminating party shall give 30 days notice to the other party. Notification shall state the effective date of termination.

#### Article V

Nothing in this Agreement shall be interpreted to require additional expenditures of county funds for health services beyond those required herein.