

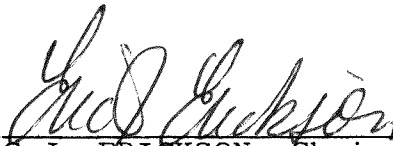
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BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, ERIC J. ERICKSON, is hereby authorized to sign same:

FOSTER FAMILY HOME LICENSING

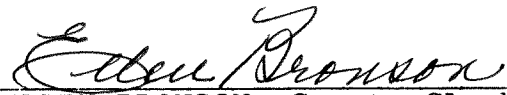
PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of September 1983, by the following vote:

AYES: BARRICK, DALTON, ERICKSON, MOFFITT, TABER
NOES NONE
ABSENT: NONE
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:



ROBERT M. WASH, Interim
COUNTY COUNSEL

CONTRACT TRANSACTION REQUEST
 (External)

If requested, return material to:

 CONTRACTS BUREAU
 Department of Social Services
 744 P Street, Mail Station 14-60 (O.B. 9)

To: Jeannie Nix-Temple, Director Mariposa County Department of Social Welfare P O Box 7 Mariposa, CA 95338	DATE August 12, 1983	CB# 13016
	TYPE OF CONTRACT <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Interagency Agreement <input type="checkbox"/> Other	
	AMOUNT \$5,000.	
	CONTRACT OFFICER David A. Smith	PHONE (916) 322-4801

CONTRACTING PARTIES
 DSS/County of Mariposa

PURPOSE

Foster Family Home Licensing

TRANSACTION

- Please review the attached agreement and provide us with written comments by _____.
- We are submitting copies of the attached agreement for further processing by your department. Upon completion of processing, please forward two fully executed copies to us at the above address.
- We are submitting (7) copies of the attached agreement for signature. Please have each copy signed by an authorized individual and return all of them to this office by September 30, 1983.
- Please have the marked changes on the attached copies initialed by an individual authorized to sign the agreement and return all to this office.
- We are forwarding a fully executed copy (copies) of the agreement.
- Mail invoices to: DEPARTMENT OF SOCIAL SERVICES
Accounting and Systems Bureau, Mail Station 13-72
744 P Street, (OB #9)
Sacramento, CA 95814
- The pending agreement has been cancelled. (See 'Comments' below for reason). The cancellation was authorized by _____.
- This agreement will be cancelled unilaterally. Since section _____ allows for unilateral cancellation within _____ days, the cancellation will take effect _____ . (See 'Comments' below for reason). The cancellation was authorized by _____.
- Other (See 'Comments' below.)

Comments

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

STATE OF CALIFORNIA
STD. 2 (REV. 6/81)

THIS AGREEMENT, made and entered into this 1st day of July, 19 83,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Department of Social Services</u>	NUMBER <u>13016</u>
<i>hereafter called the State, and</i>		
<u>County of Mariposa</u> <i>hereafter called the Contractor.</i>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

I. Declaration:

The Department of Social Services, hereinafter referred to as DSS, and the County of Mariposa, hereinafter referred to as County, enter into this Agreement pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the County as the entity responsible for performing licensing functions for DSS with respect to Foster Family Home facilities which are located within the geographical area of the county.

II. County Responsibility:

The County shall perform the licensing functions for Foster Family Homes as described in Chapter 3 of the Health and Safety Code and Chapter 6 of Division 6 of the California Administrative Code, Title XXII, and current Information Releases and Policy Interpretations.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY <u>Department of Social Services</u>	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>County of Mariposa,</u>
BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>	BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>
TITLE	TITLE <u>Chairman, Board of Supervisors</u>
	ADDRESS <u>P. O. Box 247, Mariposa, CA 95338</u>

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR					
Department of General Services Use Only	AMOUNT ENCUMBERED <u>\$5,000.</u>	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		
	UNENCUMBERED BALANCE \$	(OPTIONAL USE)			
	ADJ. INCREASING ENCUMBRANCE \$	ITEM	CHARTER	STATUTE	FISCAL YEAR
	ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <i>[Signature]</i>		DATE			

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

III. DSS Responsibility:

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, 1983 through June 30, 1984.

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, 1984 by providing the other party with 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, CA 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, 1984, a retroactive adjustment will be applied by DSS when necessary, to insure 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 Fair Employment Practices/Civil Rights 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.

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E.4:RON.1-.3 & RON/LIST.1