MARIPOSA COUNTY RESOLUTION No. 82-268

CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES
FOR CHILD ABUSE AND NEGLECT PROGRAMS

RESOLVED by the Board of Supervisors of Mariposa County that
the Chairman of the Board is authorized to sign the Contract with
the Department of Social Services pursuant to Welfare and Institu-
tions Code Section 18962 for Child Abuse and Neglect Programs,
provided that:

1. The County of Mariposa will not assume the responsi-
bility of operating such programs but will adminis-
ter the funds thereof; and

2. The County of Mariposa reserves the right to reject
all proposals and return the allocation to the State.

RESOLVED FURTHER, that the Chairman is authorized to sign
the certification of emergency response services required with
the contract.

PASSED AND ADOPTED this 21st day of December, 1982, by the
Board of Supervisors of Mariposa County by the following vote:

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

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County
Counsel
October 29, 1982

BOARD OF SUPERVISORS

Dear Chairperson:

In my letter to you dated October 7, 1982, I announced the availability of $10 million from the State General Fund for child abuse and neglect programs under AB 1733 (Chapter 1398, Statutes of 1982). I am now providing information regarding your county's allocation and the necessary funding criteria and documents related to the implementation of the law.

Allocation

Exhibit A (attached) reflects the $9,000,000 appropriated for counties, reduced by amounts for statewide training and technical assistance and for State Department of Social Services (SDSS) administrative expenses. The formula for determining the contract amounts is based on various caseload and population measures, with a base amount of $50,000 per county. After applying a $50,000 base, the residual was allocated to the nonrural counties by applying a 2:1:1 ratio which reflected each county's proportionate share of:

(1) Children's Population 0-14 years (weighted 2)
(2) Child Protective Services (CPS) Referrals Accepted - Children Served (weighted 1)
(3) Aid to Families with Dependent Children - Family Group Unemployed (AFDC-FG/U Children) (weighted 1)

(Rural counties, as defined in the act, are those having a population of under 125,000.)

Fiscal Provisions

Fiscal provisions of the legislation require that applicant agencies demonstrate the existence of a ten percent (10%) cash or in-kind match of any funds received through the contracts. Additionally, in order for county agencies to be eligible for funding, the county must certify that they are
Fiscal Provisions (cont’d)

continuing to provide 24-Hour Emergency Response services at no less than the fiscal year 1981-82 level. If the county welfare department had no Emergency Response program in place in fiscal year 1981-82, then county public agencies within that county will not be eligible for AB 1733 funds. In the event that county welfare departments receive funding, it is intended that any funds received are to be used in addition to the normal Other County Social Service allocation for the enhancement of child abuse and neglect prevention and intervention projects.

Counties will be eligible for up to the amount specified in Column 2 of Exhibit A for administrative costs. These funds are available through June 30, 1983 for staff activities of the Board of Supervisors or its delegated agent involved in the competitive bidding process and for the costs of administering the contracts once they are let. All funds appropriated and unspent during fiscal year 1982-83 will be carried forward to the subsequent year and annualized through a Budget Act augmentation.

Contract Package

Exhibit B contains the contract package for county allocations. Part 1 of that package is a sample copy of the contract which must be approved by the Board of Supervisors should you decide to administer your county’s allocation. Please refer to it for specific responsibilities. The law provides that county Boards of Supervisors have 60 days in which to notify SDSS of their intent to contract with private nonprofit agencies and public agencies to provide services to children at risk of abuse or neglect. Therefore, if your Board opts to administer your allocation, please send a copy of your Board’s resolution to that effect to Kay Dugan, State Department of Social Services, Contracts Bureau, 744 "p" Street, M.S. 8-400, Sacramento, CA 95814, by December 29, 1982. Copies of the contract with your county’s name and allocation amount filled in may be obtained anytime prior to December 29, 1982 by calling Ms. Dugan at (916) 323-3053. Five copies will be mailed to you for original signatures.

Part 2 of the contract package contains information on third party contracting procedures. Should your county opt to administer your allocation, all of your contracts with agencies will be third party contracts.

Part 3 of the contract package is a form which indicates that you do not wish to administer these funds. If this is your option, please sign and return it to Ms. Dugan by December 29, 1982. If you choose to return your allocation, SDSS will oversee the selection of local programs with priority going to agencies within your county.

Part 4 of the contract package is a certification pertaining to county Emergency Response programs that must be signed by all Boards of Supervisors regardless of whether or not they administer their allocations. The law specifies that county agencies are eligible to participate in the funding
Contract Package (cont'd)

process only if the county continues to expend the same or a greater service level for 24-Hour Emergency Response as it did in fiscal year 1981-82. Please mark the appropriate box for your county on the form and return the signed certification to Ms. Dugan by December 29, 1982.

Key Provisions

Some of the more important aspects of this law to consider in making your decision are that: 1) funding be done on a timely basis - we would like all monies to be encumbered by June 30, 1983; 2) all funding must be done through a competitive process; 3) if established in your county, your Board must utilize multidisciplinary councils to provide you with recommendations for the funding process and priorities; 4) priority for funding is to be given to existing successful programs and to children at high risk; 5) services of funded agencies are to be culturally and linguistically appropriate; 6) geographic equity and services to minority populations must be reflected in the funding of programs; 7) funded agencies must demonstrate broad-based community support; 8) services of funded agencies must be related to the needs of children, especially ages 0-14; and 9) the Auditor General will evaluate compliance with this law. For more specifics, please refer to the enclosed copy of AB 1733.

$1 Million Appropriation

For your information, in approximately one month, we will be sending our Request for Proposals (RFP) for the $1 million appropriated by the law directly to SDSS, Office of Child Abuse Prevention (OCAP). Please advise interested agencies to write OCAP at 744 "P" Street, M.S. 9-100, Sacramento, CA 95814, in order to get on the mailing list for this RFP. All interested public and private nonprofit agencies are eligible to submit proposals for these funds regardless of whether or not your county chooses to administer its allocation.

Training and Technical Assistance

It is our intent to contract with the California Consortium of Child Abuse Councils, the Multicultural Coordinating Council for Children and Families, and the California Child Care Resource and Referral Network to provide training and technical assistance to agencies interested in competing for AB 1733 monies and to help successful bidders implement their programs. If agencies within your county desire training and/or technical assistance of this nature, they should contact OCAP for a referral.

Contacts for Information

Questions related to the program aspects of this law should be directed to Gary Matthies, Specialist, Office of Child Abuse Prevention, 744 "P" Street, M.S. 9-100, Sacramento, CA 95814, Phone: (916) 323-2888. Questions regarding
Contracts for Information (cont'd)

the contracting process should be directed to Kay Dugan, Contracts Bureau, 744 "P" Street, M.S. 8-400, Sacramento, CA 95814, Phone: (916) 323-3053. Questions related to fiscal aspects should be directed to Rick Burrows, 744 "P" Street, M.S. 8-100, Sacramento, CA 95814, Phone: (916) 323-0273.

I look forward to working with each of the 58 County Boards of Supervisors in implementing this significant legislation. Together we will bring your communities and the State of California to the forefront of the child abuse prevention field.

Sincerely,

MARION J. WOODS
Director

Enclosure

cc: Assemblyman Louis J. Papan
    County Supervisors Association of California
    Governor's Advisory Committee on Child Development Programs
    State Advisory Committee on Child Abuse Prevention
    County Welfare Directors Association
    County Welfare Departments
<table>
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<th>Col. 2 MAXIMUM ADMINISTRATIVE FUNDS AVAILABLE Based on Total Amount of Col. 1</th>
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According to Gary Matthies the $1,323.00 is the amount the Board is held to for administration and has no bearing on use of PROGRAM DOLLARS.
Part 1 . . . . . . . . . . . . . . . . Sample Contract
Part 2 . . . . . . . . . . . . . . . . Third Party Procedures
Part 3 . . . . . . . . . . . . . . . . Form for Refusing Contract
Part 4 . . . . . . . . . . . . . . . . Certification of Eligibility for County Public Agencies

1. If your county Board of Supervisors decides to contract with State Department of Social Services (SDSS) to administer your allocation, you must by December 29, 1982:

   a. Send SDSS a resolution by the board approving signature on the contract (Part 1); and

   b. Sign and return the certification of eligibility for county public agencies (Part 4).

2. If your county Board of Supervisors decides not to contract with SDSS, you must by December 29, 1982:

   a. Sign and return the form identified as Part 3; and

   b. Sign and return the certification of eligibility for county public agencies (Part 4).
THIS AGREEMENT, made and entered into this 1st day of January, 1983, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

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<th>TITLE OF OFFICER ACTING FOR STATE</th>
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<tr>
<td>Director</td>
<td>Department of Social Services</td>
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The County of MARIPOSA

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 Board of Supervisors of MARIPOSA County, hereinafter referred to as County, enter into this Agreement pursuant to Section 18962 of the Welfare and Institutions Code as added by AB 1733 (Chapter 1398, Statutes of 1982), for the purpose of funding public and/or private child abuse and neglect prevention and intervention programs.

II. County Responsibilities:

A. Under the terms of this Agreement, the County shall contract on a timely basis with private, nonprofit agencies and public agencies to provide services to children identified as at risk of abuse or neglect. Subcontracts funded through this Agreement shall be awarded utilizing a competitive process based on the following criteria:

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

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ADDRESS

P. O. Box 784, Mariposa, CA 95338

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR

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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

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

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.
(1) Priority shall be given to programs currently serving the needs of children at risk of abuse or neglect which have demonstrated effectiveness in prevention or intervention.

(2) Public and private agencies shall be eligible for funding provided that evidence is submitted as part of the application for funding to demonstrate broad-based community support. This evidence shall further demonstrate that proposed services are not duplicated in the community, are based on needs of the child at risk, and are supported by a local public agency, including, but not limited to one of the following:

a) County welfare department
b) Public law enforcement
c) County probation department
d) Board of supervisors
e) Public health department
f) Mental health department
g) Public schools

(3) Services shall be culturally and linguistically appropriate to the populations served.

(4) Applicant agencies shall demonstrate the existence of a 10-percent cash or in-kind match, other than State Department of Social Services funding, which will support the goals of child abuse and neglect prevention and intervention.

(5) Services funded under this act may include but are limited to the following: family counseling, day care, respite care, teaching and demonstrating homemakers, family workers, transportation, temporary in-home caretakers, psychiatric evaluations, health services, multidisciplinary services teams, and special law enforcement services.

(6) Priority for services shall be given to children who are at high risk. These children shall include but are not limited to those who are being served by the county welfare departments for being abused or neglected and other children who are referred for services by legal, medical, or social services agencies.

(7) Geographic equity as well as equity to minority populations shall be reflected in the funding of programs.

(8) Programs funded shall clearly be related to the needs of children, especially those from birth to 14 years.

(9) County agencies shall only be eligible for funding if the county certifies that it is maintaining the same level of service for 24-hour emergency response as was provided in 1981-82 fiscal year.
(10) The County shall contract for services in accordance with Sections 10-202 and 10-203 of the State Department of Social Services Manual of Policies and Procedures. However, Section 10-203.23 requiring award of the contracts to the lowest responsible, responsive bidder shall be waived in order to allow the County to use at its option the Request for Proposal method of competition. Under this method, selection can be made for the proposal presenting the most advantageous solution at the least total cost.

(11) The County shall submit their competitive bidding documents, bidder selection methods, contractor selections, and contracts to DSS for approval, in a manner prescribed by DSS.

(12) If the County elects to allow its own agencies to enter the competition, then the management of the bidding process and the selection of bidders shall be done independently of the competing agencies.

B. In counties which have established multidisciplinary councils, these councils shall be utilized to provide recommendations to the board of supervisors for the funding processes and priorities.

C. By signing this Agreement the County agrees to cooperate with DSS in the implementation and monitoring of this project and to comply with any and all reporting requirements established by DSS.

D. The County shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made under this contract. These records shall at all reasonable times be open to inspection by representatives of the State. Records shall be maintained for at least three (3) years from the end of the fiscal year during which this Agreement is terminated or until all State audits are complete for the fiscal year during which this Agreement is terminated, whichever is later. Upon request, the County shall make available these records to state personnel. It being understood that County is responsible for administering the program as described herein, the County agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions directly related to the provisions of this Agreement. The County agrees to pay to DSS the full amount of liability resulting from said audit exceptions.

E. The County agrees to allow the Office of the Auditor General access to any information statistics or records required by the Auditor General to carry out its responsibilities as mandated by the provisions of AB 1733.
III. DSS Responsibilities:

A. DSS shall appoint a staff person to act in a liaison monitoring capacity between that Department and the County to ensure that the objectives of AB 1733 (Chapter 1398, Statutes of 1982) are being met.

IV. Term:

The term of this Agreement shall be from ______________ to June 30, 1984.

V. Fiscal Provisions:

A. The maximum amount of reimbursement under this Agreement shall not exceed _______. Of this amount, a maximum of _______ may be used for administrative expenditures.

B. Any amounts not encumbered by the County by June 30, 1983 for program operations shall be recouped by the state unless prior authorization is obtained by DSS. The amount available for administrative costs to the county as shown in Item A above shall be proportionately reduced based on the amounts returned to the State.

C. In consideration of the foregoing, performed in a manner acceptable to DSS, and upon submission of the proper invoices, DSS agrees to pay Contractor, monthly in arrears, up to a maximum of _______.

Invoices should be submitted in triplicate, to:

Department of Social Services
Office of Child Abuse Prevention
744 P Street, Mail Station 9-100
Sacramento, CA 95814

Attention: Gary Matthies

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.

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, Adult and Family Services Division, Department of Social Services, 744 P Street, Sacramento, CA 95814.
2. Notice from the Department of Social Services shall be a memorandum from the Deputy Director of the Adult and Family Services Division delivered by registered mail to the County Board of Supervisors. Receipt of such notice by either party shall begin the 90-day period.

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 the actual period of performance 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 reimbursement exceed actual expenditures.

B. This Agreement may be amended by the written mutual consent of the parties hereto.

C. County agrees to maintain the confidentiality of information and records pursuant to Welfare and Institutions Code (WIC) Section 10850 and DSS Manual of Policies and Procedures, Division 19 regulations. County further agrees that any subcontracts entered into with public or private, nonprofit agencies shall be subject to the confidentiality requirements of WIC Section 10850.

D. DSS shall have free license to any copyrighted material or material subject to copyright developed under this project. DSS reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and reserves the right to authorize others to use and reproduce such materials.

E. The Fair Employment Practices/Civil Rights Addendum (GEN 971) is attached hereto and incorporated by this reference.

F. Exhibit A(F) entitled Additional Provisions is attached hereto and incorporated by this reference.

G. The County 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).
THIRD PARTY CONTRACTING PROCEDURES

County Boards of Supervisors who select to enter their own contracts shall let the contracts through open competition under the following criteria:

1. If the Board of Supervisors decides to allow county agencies to enter the competition, then the management of the bidding process and selection of bidders shall be carried out independently of the competing agencies.

2. If the Board uses an established multidisciplinary council to assist in funding recommendations, then the Board shall take steps to assure that there is no conflict of interest between council members and the board members and staff of competing agencies.

3. Boards may use either the Invitation for Bid (IFB) or Request for Proposal (RFP) methods of bidder selection. These are defined as:

Invitation for Bid

An IFB is the county's description, in document form, of specific, well-defined services to be purchased, in addition to other contractor requirements. Awards are made to the lowest, responsible, responsive bidder.

Request for Proposal

An RFP is the county’s description, in document form, of a specific problem or need in the area of child abuse to which a potential contractor describes an approach to a solution or solutions. Although price is a key factor, the originality and effectiveness of the proposal and background and experience of the vendor are evaluated in addition to the bid price. Selection is made of the agency with the most advantageous solution with the least total cost.

Whichever selection process is used, the bidding document must set forth the full criteria, standards and process involved in making the selection.

4. Boards of Supervisors shall follow Sections 10-202 and 10-203 in the State Department of Social Services (SDSS) Manual of Policies and Procedures in selecting contractors and preparing contracts. This regulations manual is available at the county welfare department. Section 10-203.23, requiring award to the lowest responsive, responsible bidder, is waived for boards who use the RFP method of selection.

5. SDSS shall be consulting, reviewing and approving the county contracting process during the course of the selection, as is now done for most county contracts that use DSS funding. Therefore, boards should send the following to the state as completed:

a. The final draft of the IFB or RFP bid documents.
b. The board's selection of contractors. This should include copies of the bid responses, and a summary of the selection process, which includes reasons for selection decisions. Review time will be saved if the board also includes a copy of the proposed draft contract.

c. The fully executed contract or contracts.

SDSS will review for approval at each of the above stages. Upon receipt of an acceptable, fully executed contract, the state will issue clearance for claiming contract costs under the SDSS/county agreement.

6. Contract materials for review and approval should be sent to:

   County/Third Party Operations Section
   Contracts Bureau
   State Department of Social Services
   744 P Street, M.S. 8-400
   Sacramento, CA  95814
   Phone:  (916) 322-4801
In the Matter of an Agreement with California’s Department of Social Services to administer the child abuse and neglect prevention project in accordance with AB 1733, the County Board of Supervisors chooses not to contract with the Department of Social Services to administer the County’s allocation.

Signed by: ________________________________
Chairperson, Board of Supervisors
Understanding that maintenance of at least the 1981/82 level of 24-Hour Emergency Response services is a necessary prerequisite for eligibility of county public agencies for funding under this contract process, we, the MARIPOSA COUNTY Board of Supervisors, certify that MARIPOSA County is ☒

is not ☐
satisfying this requirement of AB 1733 (Chapter 1938, Statutes of 1982).

Signed by: __________
Chairperson, Board of Supervisors
WILLIAM H. MOFFITT