The Board of Supervisors of the County of Mariposa do hereby resolve as follows:

WHEREAS, there is a need to establish the county as the entity responsible for performing licensing functions with respect to specified types of community care facilities located within the geographical area of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman is authorized to renew the Standard Agreement between the State Department of Social Services and the County of Mariposa for the Licensing Activities performed by the Dept. of Social Welfare.

PASSED AND ADOPTED, by the Board of Supervisors, this 12th day of September, 1978, by the following vote:

AYES:       Clark, Long, Dalton, Weber

NOES:       None

ABSENT:     Dalton

NOT VOTING: None

CARROLL N. CLARK, Chairman
Board of Supervisors

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

Lynne Robinson
Assistant County Clerk
ANDARD AGREEMENT — APPROVED BY ATTORNEY GENERAL
STATE OF CALIFORNIA

This AGREEMENT, made and entered into this 1st day of July, 1978, the State of California, by and between State of California, through its duly elected or appointed, authorized and acting

A. The County shall:

1. Perform the licensing functions described in Attachment 1, which is attached hereto and incorporated in this contract as though it were fully set forth herein, for all community care facilities within geographic area of the counties which are subject to licensing under DSS regulations relating to the following community care facility licensing categories as described in Attachment III which is attached and hereby incorporated by this reference:

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

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

STATE OF CALIFORNIA

AGENCY

Department of Social Services

Deputy Director

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

AMOUNT ENCUMBERED

$ 5,000

UNENCUMBERED BALANCE

$ 0

ADJ. INCREASING ENCUMBERANCE

$ 0

ADJ. DECREASING ENCUMBERANCE

$ 0

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 12 bis 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

CONTRACTOR

County of Mariposa

Chairman, Mariposa Co. Board of Supervisors

P. O. Box 7 - Mariposa, Ca. 95338

ADDRESS

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION)

COUNTY OF MARIPOSA Partnership, Etc.

AUTHORIZED SIGNATURE

TITLE

Chairman, Mariposa Co. Board of Supervisors

ADDRESS

P. O. Box 7 - Mariposa, Ca. 95338
Small Family Home Children - Non-Target groups only;
Family Day Care Home Children - Non-Target groups only.
Small Family Home Adults - Non-Target groups only.

B. Implement and enforce all laws and regulations pertaining to the
licensing of the categories of facilities specified in paragraph 1A.

C. Implement and comply with all procedures established by DSS including,
but not limited to, procedures relating to the use of specified forms,
procedures relating to the reporting of licensing statistics or infor-
mation and procedures directed toward correcting deficiencies in the
county's compliance with the duties described in paragraphs 1A and 1B.

D. Furnish the necessary accommodations, materials and equipment to perform
the duties described in paragraphs 1A, 1B and 1C.

E. Employ and train staff of adequate number and qualifications to perform
the duties described in paragraphs 1A, 1D, and 1C.

F. Permit DSS to inspect, review or otherwise monitor all activities, pro-
cedures, records, reports or forms related to the performance of the
duties described in paragraphs 1A, 1B and 1C.

II. DSS shall:

A. Provide to the county copies of all regulations, policies, procedures and
forms related to the duties of the county described in paragraphs 1A, 1B
and 1C.

B. Assist the county in training the staff described in paragraph 1E.

C. Reimburse the county for the administrative expenditures incurred in
the performance of the duties described in paragraph 1A. Reimbursement
shall be made, in arrears, at the end of each quarter upon submission of
the forms specified by DSS. For the period July 1, 1973 through June 30,
1979, the total amount payable to the county under this contract shall
not exceed $5,893.

In executing this agreement, the county understands that the State
reimbursement is funded exclusively from funds appropriated in Item 274(L)
of the Budget Act of 1973. No funds for reimbursement under this contract
shall be derived from any other source, including funds allocated as
Title XX Other Social Services. Funds previously allocated to the county
in fiscal year 1977/78 as Title XX Other Social Services and expended for
Social Services licensing will be deleted from the 1978-79 Title XX Other
Social Services allocation and reimbursed from funds appropriated in

D. Retain the right to perform any or all of the duties described in
paragraph 1A with respect to any community care facility in which the
safety, physical or mental health, or financial security of the residents
appears to be threatened. DSS will advise the county of any action taken
pursuant to this paragraph.
COMMUNITY CARE PROGRAM ACTIVITIES

1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.

2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:
   a. The law and regulations governing the licensing of community care facilities;
   b. The application process;
   c. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and
   d. The rights and responsibilities of the applicant.

3. The in-office screening of applicants.

2. APPLICATION

1. The provision of applications, forms, and program information to potential applicants.

2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.

3. The receipt of a written application and supporting documents from applicants.

4. The receipt of verifying documents, including but not limited to:
   a. Fingerprinting clearances;
   b. Character and financial references; and
   c. Fire, medical, and sanitation clearances.

5. A site visit(s) to determine that the physical plant complies with regulations.

6. Interview(s) with the applicant to discuss:
   a. The legal requirements for licensing;
   b. The application process and required forms;
a. A determination that compliance with regulations is being maintained;

b. The receipt of evaluations of the facility from placement workers, parents, or other parties;

c. Consultation with the licensee regarding compliance with regulations and improvement of the facility operation;

d. The identification of regulation deficiencies; and

e. The development and issuance of a corrective action plan.

2. The documentation of site inspection visits.

3. The completion of follow-up visits as necessary to evaluate implementation of the corrective action plan.

5. LEGAL AND ADMINISTRATIVE REMEDIES

1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.

2. Notification to the applicant (licensee) of the intent to deny (revoke) the application (license) and the applicant's (licensee's) rights of appeal.

3. The preparation of the request for legal action and supporting materials as required by the State Department, local district attorney or Attorney General.

4. Appearances at formal/informal hearings and all court actions regarding these matters.

5. Assessment of civil penalties against facilities as appropriate.

6. Utilization of all of the above as they relate to unlicensed facilities.

6. OTHER LICENSING ACTIVITIES

1. The publication and distribution of a list(s) of licensed facilities.

2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility.

3. The compilation, review and reporting of data required for state and local data systems.

4. The training of staff in operation of the licensing program.

5. Travel to accomplish any of the above.
FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUM

Fair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.

2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.
Small Family Day Home - Adults

"Small Family Day Home - Adults" means the family residence of the licensee in which care and supervision are provided for not more than six (6) adults, exclusive of members of the licensee's family, during a portion of the day.

Large Family Day Home - Adults -

"Large Family Day Home - Adults" means the family residence of the licensee in which care and supervision are provided, during a portion of the day, for seven (7) through fifteen (15) adults, exclusive of members of the licensee's family.

Family Day Care Home - Children -

"Family Day Care Home - Children" means a family residence in which care is provided for a portion of the day for either, but not both, of the following:

1. not more than 5 children, including the family day-care mother's own children under age 16, when the age range of the day care children is infancy through 6.

2. not more than 6 children, including the family day-care mother's own children under age 16, when the age range of the day care children is three through eighteen.

(The individual county contracts should specify "Non-Target groups only" unless target populations are served.)

Social Rehabilitation Center

"Social Rehabilitation Center" means a facility of any capacity that provides services in a group setting during a portion of the day to adults who currently or potentially are capable of meeting their life support needs independently, but who temporarily need assistance, guidance or counseling.

Special Day Care Home - Children

"Special Day Care Home - Children" means a family residence in which day care only is provided for 7-10 children including the day-care mother's own children under age 16 when the age range of the day care children is aged three through eighteen.

Exception: An exception to these age groupings is allowed when siblings are placed in the same home. However, the total number of children in the home shall not exceed the number specified in Section 30019 (a) and (b).

(The individual county contracts should specify "Non-Target groups only" unless target populations are served.)