

DEPARTMENT: Human Services Dept. BY: Tom Archer PHONE: 966-3609  
Social Services Division

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes \_\_\_ No X)

That the Board authorize the Chair to sign the attached Memorandum of Understanding between the California Department of Social Services and the County of Mariposa for Foster Family Homes licensing functions performed by the Department of Human Services.


**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

Historically this Department has provided the licensing for foster family homes based on an allocation system established by the State in 1991. Having this department provide the licensing service makes the process easier for County foster families which in turn helps this department to recruit needed foster families. The MOU clarifies State and County licensing responsibilities, the relationship between county licensing and placement functions, training requirements for county licensing workers, and the coordination of County and Community Care Licensing policy and procedures. The State County Cost Analysis Bureau has notified the Human Services Department of the anticipated 95/96 allocation amount and we have determined that it meets Department expectations based on current workload.

**LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. The Board could reject the contract establishing the State as the County licensing agency which could impact this Departments ability to recruit Foster Family Homes.

<b>COSTS:</b> ( ) Not Applicable		<b>SPECIAL INSTRUCTIONS:</b>
A. Budgeted current FY	\$ <u>12,825</u>	List the attachments and number
B. Total anticipated costs	\$ <u>12,825</u>	the pages consecutively:
C. Required additional funding	\$ _____	
D. Internal Transfers	\$ _____	<u>Memorandum of Understanding-9 Pages</u>
<b>SOURCE:</b> ( ) 4/5ths Vote Required		
A. Unanticipated revenues	\$ _____	
B. Reserve for contingencies	\$ _____	
C. Source description:	_____	
Balance in Reserve for Contingencies,		
if approved: \$	_____	

<b>CLERK'S USE ONLY:</b>		<b>ADMINISTRATIVE OFFICER'S RECOMMENDATION:</b>
Res. No.: <u>95-427</u>	Ord. No. _____	This item on agenda as:
Vote - Ayes: <u>5</u>	Noes: _____	<input checked="" type="checkbox"/> Recommended
Absent: _____	Abstained: _____	<input type="checkbox"/> Not Recommended
<input checked="" type="checkbox"/> Approved	( ) Denied	<input type="checkbox"/> For Policy Determination
( ) Minute Order Attached	( ) No Action Necessary	<input type="checkbox"/> Submitted with Comment
The foregoing instrument is a correct copy of the original on file in this office.		<input type="checkbox"/> Returned for Further Action
Date: _____		Comment: _____
ATTEST: <u>MARGIE WILLIAMS</u> , Clerk of the Board		
County of Mariposa, State of California		
BY: _____		A.O. Initials: <u></u>
Deputy		

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
AND  
THE COUNTY OF MARIPOSA  
FOSTER FAMILY HOMES

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Social Services, hereinafter referred to as the State, and the County of Mariposa, hereinafter referred to as the County, pursuant to Section 1511 of the California Health and Safety Code for the purpose of establishing the County as the entity responsible for performing licensing functions for the State with respect to Foster Family Homes (FFHs) which are located within the geographical area of the County.

I. Definitions:

- A. "Deputy Director" means the Deputy Director of the Community Care Licensing Division (CCLD).
- B. "Regional Office" means the CCLD office responsible for community care licensing throughout the region in which the county is geographically located.

II. County Responsibilities:

- A. The County shall implement, enforce, and comply with all California State laws, rules, regulations, standards, and policies pertaining to the licensing of FFHs pursuant to Division 2, Chapter 3 of the California Health and Safety Code, Chapter 7.5 of Division 6 of the California Code of Regulations, Title 22 and current CCLD Evaluator Manual.
  - 1. The County shall ensure that State issued Evaluator Manuals are kept current and that all licensing memoranda, including a copy of this MOU, are immediately provided to licensing staff.
  - 2. The County shall not implement policies and procedures of its own which conflict or in anyway attempt to supersede the Evaluator Manual or written policy and protocol directives issued by CCLD.

- B. The County agrees to perform the following mandatory program activities as outlined in the CCLD Evaluator Manual:
1. Process applications for licensure including on-site visits;
  2. Conduct periodic evaluations including annual on-site visits;
  3. Conduct complaint investigations as specified in the Evaluator Manual.
    - a. Except as otherwise allowed in the Evaluator Manual, an on-site visit shall be made within ten (10) calendar days in response to any complaint.
    - b. Investigations shall include, but not be limited to, interviews of victims, suspects, and witnesses whenever necessary to establish if licensing violations have occurred, regardless of whatever decision the county placement office may make;
  4. Maintain a complaint log which shall be available for review by the regional office, and which shall contain the following information for each complaint:
    - a. Identity of the facility involved.
    - b. The complaint allegations.
    - c. Date the complaint is received.
    - d. Identity of the investigator.
    - e. If applicable, date the complaint is referred to the county investigation unit.
    - f. Date the mandatory 10 day facility site visit is due.
    - g. Date the site visit is made.

- h. Resolution of each complaint allegation.
    - i. That further investigation is required if the complaint cannot be resolved within thirty (30) days after the initial site visit.
    - j. Date the complaint investigation is reviewed and approved by the county licensing supervisor.
  - 5. In accordance with Evaluator Manual guidelines, do a case assessment and initiate the appropriate course of action when a complaint is substantiated, the licensee of a foster family home chronically fails to meet licensing requirements or when the licensee is otherwise found to be noncompliant.
  - 6. Perform Legal and Administrative remedies which includes completing the Statement of Facts package, with all documentation, and submitting the case with the County's recommendation to the regional office; and,
  - 7. Conduct other licensing activities including, but not limited to: participation in meetings and periodic county reviews with regional office staff; cooperation in corrective plans of action; compilation, review, and reporting data required for State and local data systems; and training of licensing staff in the operation of the licensing program. The State Lic 809 and/or Lic 9099 forms shall be used to document all home visits.
- C. The County agrees to conduct investigations and provide documentation as deemed necessary by the State in support of legal actions to be taken by the State to sustain the denial of licenses and/or to gather evidence in support of any action referred to the State to revoke or temporarily suspend any license. This includes assistance, upon reasonable notice, in serving subpoenas upon witnesses and transporting witnesses to the hearing location.
- D. In any matter regarding the issue, denial or revocation of a license, the County shall carry out the written determination made by the State.

- E. All protocols and procedures developed by the County for identifying problem facilities and for investigating complaints shall meet the requirements of Section A., above, and shall be approved in advance by the regional office. Any subsequent changes to the original protocols shall first be approved by the regional office.
- F. In all cases where the County placement office removes children in placement because of problems in a facility, the County placement office shall inform the County licensing office which shall determine whether the problems are licensing related. The licensing office shall investigate all licensing related problems in accordance with Evaluator Manual guidelines and the results of the investigation shall be documented in the facility file. If the County licensing office decides to seek revocation of the facility license, a Statement of Facts shall be forwarded to the regional office within ninety (90) days of the date the investigation is reviewed and approved by the County licensing supervisor.
- G. The County shall staff the licensing program at a level consistent with the workload ratio of monthly full-time equivalent licensing workers to licensed facilities as specified annually in the County Fiscal Letter released pursuant to Section V(A).
- H. The County shall ensure that all County licensing field staff successfully complete both modules of a regional CCLD training course at times and locations designated by CCLD after consultation with the County. Staff shall complete training within two (2) years of the effective date of this MOU, or within twenty-four (24) months after employment, whichever is later.
- I. The County shall ensure that appropriate staff attend CCLD sponsored foster family home licensing supervisor meetings at a time and location designated by CCLD after consultation with the County.

III. State Responsibilities:

- A. The State may inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to the licensing activities as defined in Part II above. The County Liaison will periodically conduct system reviews and provide technical assistance when needed.
- B. CCLD will provide a two (2) year regional training program for County licensing workers. One self-contained module of thirty (30) hours will be presented in each year of the program.
  - 1. The program will consist of a selection of existing modules used by CCLD's Special Training Unit to train CCLD field staff.
  - 2. Training will be delivered by the regional office at locations designated pursuant to Section II(H).
- C. CCLD will organize regional meetings for foster family home licensing supervisors to ensure that all County staff are updated and instructed on new legislation, regulations, policies and procedures and to provide County staff with technical assistance. Meetings will be held at least every six months.

IV. Term:

This MOU shall become effective on July 1, 1995 and shall remain in effect until terminated by either party.

V. Fiscal Provisions:

- A. The State will develop and release the annual allocation through a County Fiscal Letter upon release of the annual Budget Act.
- B. The State will reimburse the County for administrative expenditures incurred while performing only those activities needed to meet the requirements referenced in Part II, above. Reimbursement shall be made at the end of each quarter upon submission of the County Administrative Expense Claim up to the amount of the allocation.

- C. Reimbursement of administrative expenditures is contingent upon the availability of State and Federal funds.
- D. Final allocations, for specific State Fiscal years, are subject to redistribution based on County expenditure levels prior to the reversion of allocation surpluses to the General Fund.

VI. General Provisions:

- A. The County's licensing program shall be operated independently of the County's child welfare placement program.
- B. If the County has three or more full-time equivalent licensing workers and the licensing and placement functions are located in the same County department, the two programs shall be separated at and below the second line supervisor level.
  - 1. Within six (6) months of the effective date of this MOU, the County, unless exempt under Section (D), below, shall submit a written plan, which may be an organization chart, to separate licensing and placement functions at and below the second line supervisor level.
  - 2. The plan shall be submitted to the regional office for approval. The County shall be notified of the decision to approve or disapprove the plan as specified in Subsection (E)(2) below. Any subsequent changes to the plan shall be approved by the regional office.
- C. If the County has less than three full-time equivalent licensing workers and the licensing and placement functions are located in the same County department, the County agrees that:
  - 1. The County Director of child welfare services or his/her designee shall be responsible for the independent operation of the County's licensing program from the County's child welfare placement program.

2. Licensing decisions shall be referred for final decision to the Director or designee as necessary to ensure the operation of the licensing program independently from the child welfare placement program. Documentation of all decisions of the Director or designee shall be maintained in the appropriate facility file.
  3. Upon hiring a third full-time equivalent foster family home licensing worker, the County shall comply with Sections (B), (B)(1) and (B)(2), above.
- D. The County may apply in writing to the Deputy Director for an exemption from the requirements in (B), above. The application, approved by a resolution of the County Board of Supervisors or by the Director of the County's child welfare placement program, shall include a plan for operating the County's licensing program independently of the County's child welfare placement program. The application shall be delivered by registered mail to the Deputy Director at the address specified in Subsection (E)(1), below.
1. In deciding whether to grant the exemption, the Deputy Director shall determine:
    - a. Whether the independence of the licensing program from the placement program is provided equal or better protection by the requested alternative plan.
    - b. Whether any additional requirements are necessary to ensure compliance with the purpose of Section (A), above.
  2. The County shall be notified of the Deputy Director's decision as specified in Subsection (E)(2) below. The County's plan shall not be changed without the approval of the Deputy Director.
  3. The Deputy Director may, from time to time, evaluate the annual reports of County reviews held with regional office staff or other documentation of the County's performance with respect to the mandatory program activities specified in Section II(B). Depending on the



evaluation, the County's exemption may be renewed or terminated by the Deputy Director.

4. The County shall be notified of the Deputy Director's decision to terminate the County's exemption as specified in Subsection (E)(2) below. The County shall then comply with above Section (B) no later than ninety (90) days from the date of receipt of notice.

E. Either party may terminate this MOU by providing the other party with ninety (90) days written notice of the intent to terminate the MOU with respect to the licensing of FFHs.

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:

California Department of Social Services  
Community Care Licensing Division, MS 17-17  
744 P Street  
Sacramento, CA 95814

Attention: Deputy Director

2. Notice from the State shall be a letter from the Deputy Director delivered by registered mail to the County Board of Supervisors.
3. Any such notice sent by either party shall be effective ninety (90) days from the date of the receipt by the other party.
4. If the County chooses to terminate this MOU prior to the end of a given State Fiscal Year, a retroactive adjustment will be applied by the State 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 upon early termination of the MOU, shall the County receive any amount pursuant to this MOU greater than actual expenditures.

5. In the event that FFHS licensing activities are transferred from the County as a result of this MOU, it is mutually agreed that all records relating to the licensure of facilities subject to such transfer shall be provided to the party assuming the licensing activity.
- F. This MOU may be amended by the written mutual consent of both parties.
- G. No person in the County Licensing Program shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his/her duties as a licensing worker or County employee or with the duties, functions or responsibilities of the licensing program or the County as outlined in the sections entitled "Conduct and Discipline" and "Conflict of Interest" of the California Department of Social Services Administrative Manual, Personnel Handbook.
1. The County shall not license a foster family home if the licensee, applicant, or spouse thereof, is employed by the County's Child Welfare Services Department. The County shall refer all such cases to the regional office for licensure by the State.

California Department of  
Social Services

County of Mariposa

\_\_\_\_\_  
Chief, Contracts Section

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date