

AGREEMENT FOR LICENSURE OF COMMUNITY CARE FACILITY/CHILD CARE FACILITY ON INDIAN RESERVATIONS

This agreement is between the State of California, Department of Social Services (CDSS) and the, _____ Indian Tribal Council. The purpose of this agreement is to set terms for licensure by CDSS of community care facilities or child care facilities which would otherwise be exempt from such licensure by reason of their location on Indian Reservation, _____

CDSS and the Indian Tribal Council agree as follows:

1. Any operation of a community care facility or child care facility on the Indian reservation will be subject to the provisions of the California Community Care Facilities Act (California Health and Safety Code Section 1500 et seq.) or the California Child Day Care Act (California Health and Safety Code Section 1596.70 et seq.) respectively, and to the provisions of the state regulations issued under authority of those acts. Indian Tribal Council does not cede, and the State of California does not claim, any plenary jurisdiction over the physical facilities or grounds where the facilities to be licensed are operated.
2. Representatives of the CDSS will, upon proper identification, be granted entry to the Indian reservation, on the same terms and conditions, consistent with tribal law, as other persons having bona fide public reason to enter the Indian reservation. "Representatives of CDSS", for purposes of this agreement, include CDSS employees and employees of county government who are performing licensing functions under contract with CDSS.
3. Representatives of the CDSS will, upon entry to the Indian reservation, be allowed to enter and inspect licensed facilities to the extent provided by California law, including California Health and Safety Code Sections 1533, 1534, 1538, 1596.852, 1596.853 and their associated regulations. The Indian Tribal Council will enforce the rights of inspection accorded CDSS representatives by California law, upon the request of CDSS.
4. Any facilities licensed by CDSS on the Indian reservation to maintain full compliance with the California Community Care Facilities Act or California Child Day Care Act and associated regulations. The Indian Tribal Council, agrees to provide CDSS all reasonable assistance in maintaining such compliance by licensed facilities on the Indian reservation.
5. CDSS may, upon cause and through process provided by California law, issue an order for temporary license suspension or an order of license revocation against a licensed facility on the Indian reservation. If such an order is issued by CDSS the Indian Tribal Council will ensure that the facility ceases, as of the effective date of the order, all actions and activities which require a community care facility license or child care center license under California law.
6. Any third-part vendor or concessionaire agreements entered into by the Indian Tribal Council during the term of this agreement for operation of a community care facility or child care facility on the Indian reservation will incorporate, directly or by reference, the provisions of this agreement.
7. This agreement will remain in force until notice of termination of the agreement is given by one party to the other party. Upon termination of the agreement CDSS may request surrender of any or all licenses issued to facilities on the Indian reservation under this agreement, and the Indian Tribal Council will cooperate to the fullest extent possible in securing the surrender of licenses the surrender of which is requested by CDSS.

DATED: _____

DATED: _____

STATE/COUNTY LICENSING AGENCY

RANK/TITLE: FOR THE INDIAN TRIBAL COUNCIL