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GAVIN NEWSOM
GOVERNOR

ESSENTIAL TERMS OF AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE COUNTY OF SAN BERNARDINO

This Essential Terms of Agreement is made between the California Department of Social Services (“CDSS”) and the County of San Bernardino (“County”). The CDSS and the County may collectively be referred to as the “Parties.”

A. RECITALS

1. Kim Johnson, in her official capacity as Director of the CDSS, has determined that the County has operated or used for temporary receipt of foster children, unlicensed placements in violation of Health and Safety Code sections 1503.5 and 1508. The County does not contest this determination.
2. Due to the lack of available emergency placement homes or other facilities in which children or youth with complex needs can be placed on short notice, San Bernardino County is requesting a licensed transitional shelter care facility (“TrSCF”). Health and Safety Code section 1502.3 defines a TrSCF as a community care facility that is a short-term residential care program that meets specified requirements. The County has submitted a complete application to operate a TrSCF in the County. The County’s application for a license for a TrSCF was made pursuant to the attached Operating Standards. The CDSS has determined that it can issue a provisional license to the County to operate San Bernardino County Transitional Shelter as a TrSCF.

B. TERMS OF THE AGREEMENT

Therefore, in consideration of the mutual promises set forth below, the CDSS and the County agree as follows:

1. The Parties hereby enter into this Essential Terms of Agreement (“Agreement”) and accompanying Operating Standards, which are attached to this Agreement and incorporated by reference. The Parties agree that this Agreement and accompanying Operating Standards shall apply to the TrSCF license for San Bernardino County Transitional Shelter and shall have the full force and effect of regulations promulgated by the CDSS. The CDSS shall have full authority to revoke the County’s TrSCF license or suspend childcare operations at the TrSCF for violations of the Operating Standards.
2. The TrSCF license for the County to operate San Bernardino County Transitional Shelter shall be valid for (3) three years from the date the provisional license is issued. The TrSCF license expiration date may be extended upon written request by the County. The County’s extension request shall outline the circumstances that necessitate the County’s ongoing reliance on San Bernardino County Transitional Shelter as part of its continuum of care. The County’s extension request shall be

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provided to the CDSS no later than thirty calendar days prior to the County's TrSCF license expiration date. The CDSS will review each extension request to determine whether circumstances justify further extension, which shall be contingent upon appropriate additional steps the County will take to obviate those circumstances during the extension. The CDSS will indicate in writing to the County whether it has granted the extension request. The CDSS and the County agree that the TrSCF license will only be extended in six-month increments in accordance with the Agreement. The terms of this Agreement and the accompanying Operating Standards, including Operating Standards modified or updated pursuant to paragraph 3, will govern each extension to the TrSCF license.

3. The County shall comply with all state and federal laws pertaining to the TrSCFs, and the most recent version of the Operating Standards incorporated into this Agreement. The CDSS reserves the right to modify the existing Operating Standards or issue updated Operating Standards. The modifications or updates to the accompanying Operating Standards may include, but are not limited to, changes to comply with state/federal law, regulations and/or guidance. Where practicable and legally permissible, the CDSS will give the County advance notice of changes to the law, regulations or guidance that will result in modifications or updates to the Operating Standards. In the event the CDSS modifies or updates the Operating Standards, the CDSS will give the County notice of the new version of the Operating Standards. The Parties agree that this Agreement, and the license issued pursuant to it, will be governed by the most recent version of the Operating Standards.
4. It is the expectation of the Parties that the County will continue its diligent efforts to increase its home-based care and short-term residential therapeutic program capacity and services to support children, including children with higher needs, in home-based care sufficiently such as to eliminate the need to extend the license at the end of the three-year term, consistent with the statutory direction of the continuum of care reform as enacted by Assembly Bill 403 (Statutes of 2015, Chapter 773) and subsequent related statutes. It is the expectation of the CDSS that the County will continue to work together with the CDSS to develop and provide services that meet the needs of all dependent children in the County's jurisdiction. Utilization of the TrSCF requires a written, CDSS-approved county plan (County Plan) that sets forth the manner in which the County will use the TrSCF and the County's plan to implement targeted strategies to eliminate the County's need for and/or reliance on shelter-based care. Failure to comply with the County Plan may result in a Corrective Action Plan or other action as determined by the CDSS. The CDSS shall review annually with the County the ongoing need for the TrSCF and County compliance with the County Plan. To facilitate this review, the County shall provide the data specified in the Reporting Requirements section of the licensing standards. After the CDSS grants the license, and in order to further this review, the CDSS will communicate in writing to the County its expectations for the County's child welfare practices for the duration of the license.
5. Nothing in this Agreement shall prevent the County from terminating operation of the TrSCF, or from operating a facility that would not otherwise require licensure, as determined by the CDSS. Further, nothing in the Agreement precludes the County from changing, modifying and/or updating any policies and practices in a manner not

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inconsistent with the terms specified in this Agreement, the Operating Standards, and any other documents executed in connection with this Agreement.

- 6. Pursuant to the CDSS Manual of Policy and Procedures Section 23-650.18, the CDSS gives prior approval to the County to negotiate for direct care services to staff the TrSCF.
- 7. This Agreement is the product of the Parties' mutual negotiation and preparation, and accordingly shall not be deemed to have been prepared or drafted by either party. Any court seeking to interpret this Agreement should construe it as the product of mutual negotiation and preparation.
- 8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same Agreement. This Agreement may also be executed via facsimile or e-mail and such facsimile or e-mail signature shall be deemed an original.
- 9. The undersigned warrant that they have authority to agree to the terms of this Agreement on behalf of the respective Parties.

The Parties have executed this Agreement on the dates specified below.

Dated: _____

THE COUNTY OF SAN BERNARDINO

Signature: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Dated: _____

THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Signature: _____

Name: _____

Title: _____