



TEMPORARY SHELTER CARE  
FACILITY  
APPLICATION

February 8, 2022

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### Temporary Shelter Care Facility Application

San Bernardino County Children and Family Services (CFS) is seeking licensing for an emergency Temporary Shelter Care Facility, located at 4070 Acre Lane, San Bernardino, CA 92407 to improve the health and well-being of dependents ages 10 to 18 who have complex needs, are entering the child welfare system or transitioning to another placement, but do not have an immediate placement available.

The following person is authorized to apply on behalf of San Bernardino County Children and Family Services and may be reached at the administrative mailing address and contact information listed below.

#### Agency Name and Contact Information

<b>Organization Name</b>	Children and Family Services
<b>Type of Entity</b>	San Bernardino County Child Welfare
<b>Contact Person</b>	Jonathan Byers
<b>Contact Person Title</b>	Assistant Director
<b>Telephone</b>	(909) 387-2782
<b>Email Address</b>	Jonathan.Byers@hss.sbcounty.gov
<b>Mailing Address</b>	150 S. Lena Road, San Bernardino, CA 92415

## Section B

Forms required to be completed by the applicant for licensure of a Transitional Shelter Care Facility are listed below:

### Supportive Documents

**B1. Letter from the Board of Supervisors authorizing approval to apply for a license and a resolution naming a person(s) authorized to apply for the license.**

See San Bernardino County Board of Supervisors Agenda Item approved, February 8, 2022.

**B2. Verification of Administrator Qualifications and Certification**

(Not Applicable 1-6 beds)

**B3. Verification of Social Worker Qualifications**

- Description of qualification of staff including education, work experience, training  
SBTS staff will consist of the following:
  - Child Welfare Services Manager (CWSM) has a Master's degree in social work, Human Services, Clinical Psychology, or Counseling with an emphasis in marriage, family or child psychology and has two (2) years of full time experience equivalent to a Supervising Social Service Practitioner in San Bernardino County. The CWSM manages a major program component of CFS and assists in planning, organizing, and directing the delivery of all social programs in a major region.
  - Supervising Social Service Practitioner (SSSP) has a Master's degree in Social Work (MSW) from a school accredited by the Council on Social Work Education, or a Master's degree in Human Services, Psychology, Counseling with an emphasis in marriage, family, and child counseling, or a closely related field, and two (2) years of experience equivalent to a Social Service Practitioner in San Bernardino County, performing complex social work assignments, comprehensive diagnostic assessments, in-depth clinical intervention, and treatment plans for a government social work agency. The SSSP organizes and supervises the work of a unit responsible for diagnostic assessments, developing and implementing complex treatment plans, and specialized service programs to assist individuals in restoring their capacity for social functioning.
  - Social Service Practitioner (SSP) has a Bachelor's degree in Social Work (BSW) from a school accredited by the Council of Social Work Education; or Thirty (30) semester/45 quarter units of graduate or upper division coursework in Behavioral Science, Psychology, Social Services/Human Services, Cultural and Gender Studies, or Human Development, and two (2) years of casework experience equivalent to a Social Worker II. The SSP provides diagnosis, assessment, intervention and case management support to individuals, groups, children and/or families with complex health, psychosocial or economic problems; handles most complex and specialized casework requiring knowledge of diagnostic and

counseling modalities as applied to complex assignments in the children's protective services, adoption and family reunification.

- Social Worker II (SW II) has a Bachelor's degree in Social Work (BSW) which included a social work internship, practicum, or field work experience; or a Bachelor's degree in Behavioral Science, Psychology, Sociology, Social Services, Human Services, or Human Development, and 480 hours of experience obtained in a supervised internship, practicum, or equivalent work or field work experience providing mental health, substance use disorder, or social work services such as interviewing and referring clients, non-clinical counseling, and social casework services in a human services agency. The SW II provides complex social work to assist individuals or families in enhancing their capacity for social functioning; assists in developing social service resources.
- Social Service Aide (SSA) has 24 semester/36 quarter units of completed college coursework in behavior/social science or humanities; or twelve (12) months of experience in a human/social services program, which included interviewing clients to assess human services needs, assisting individuals in obtaining tangible services, and explaining rules, policies, and program services to clients. The SSA performs a variety of functions to assist in the delivery of social service programs. SSAs receive formal in-service training and/or supervised field experience.

#### **Staffing plan, qualifications and duties**

Staffing will consist of eight (8) and ten (10) hour shifts. A minimum of two (2) staff will be assigned to each shift. Staff will be increased as needed.

Duties will include, but are not limited to:

- Following a schedule for the children;
- Engaging with the children (assisting with homework and activities),
- Coordinating services, such as telehealth and mental health services,
- Coordinating with regional social worker (SW) or Central Placement Unit (CPU) to facilitate interviews for placement,
- Communicate information about the child to the next shift staff, and
- Enter data into CWS/CMS.

#### **Plan for in-service education of staff if required by regulations governing the specific facility category**

Staff will receive training in trauma informed approaches to meet the needs of our most high-risk youth. Staff will also receive annual in-service education to equip them with the knowledge and capacity required to provide a high quality structured and supportive environment. Additionally, bi-weekly check-in meetings will address training needs.

All staff will complete the necessary certification (40 hours within 90 days and 20 hours annually thereafter) and CPR/First Aid requirements.

The San Bernardino County Performance, Education & Resource Centers (PERC) provides training and development services to Children and Family Services (CFS) staff and tracks the required training hours for social work staff by using a Learning Management System (LMS-Docebo). PERC provides the following services:

- A listing of mandated trainings to CFS and their partners,
- Confers with Child Welfare Development Services (CWDS) and CFS leadership on trainings open to all Southern California Counties and trainings open only to San Bernardino County regarding:
  - Training topics, and
  - Enrollment.
- Designs, develops and delivers training to CFS staff in the regional offices, PERC or collaborates with CFS leadership team to develop training material to be delivered by PERC or CFS leadership within their regions,
- Informs CFS leadership of upcoming training opportunities and promotes these trainings by way of flyer alerts, brochures, etc. sent via email to all CFS staff to encourage enrollment,
- Lists mandatory and optional training events through PERC's LMS,
- Reviews the CFS 40: Social Worker Training Record for CFS approval of training hours, and
- Submits a report to CFS leadership regarding mandatory training hours for CFS staff.

**b. Staff ratios**

There will be a minimum of three (3) staff per six (6) children. Each shift will have, at a minimum, one SSSP and two of either a SSP, SWII or SSA. The number of staff will increase as needed. There are expected to be two (2) staff at night.

**B4. Job Description – each position**

- San Bernardino County Transitional Shelter (SBTS) Facility Administrator (Duties shared by two CWSMs)

In addition to tasks noted and contained in the classification statements, will be:

- On-site for 20 hours/week.
- Reporting to the CFS Deputy Director. Placement Resources Division (PRD),
- A Qualified Facility Manager under Title 22 California Code of Regulations (CCR).

- SBTS Site Supervisor (SSSP or CWSM)

In addition to the tasks noted and contained in the classification statements, will:

- Oversee the site Social Service staff,
- Review the engagement of staff with youth regarding site-specific reporting, operations, protocols and activities.
- Supervisory staff will report to the SBTS Facility Administrator.

- SBTS Social Service staff (two staff, both of whom are either SSP, SWII or SSA)



In addition to the tasks noted and contained in the classification statements, social service staff will:

- Actively engage with youth in accordance with policy,
- Review the Case Plan to identify service needs,
- Monitor behavior and progress on case and service plans.
- Report to the SBTS Site Supervisor.

## **B5. Personnel Policies**

All personnel and hiring policies for SBTS conform to the policies and practices governed in San Bernardino County Human Resources policy, the Human Services Personnel Manual, the Human Services Policy and Standard Practice Manual, Children and Family Services Policy and the appropriate Memorandums of Understanding.

- Work hours/shifts for documentation of positions to provide coverage with competent staff. To correspond with staff positions and work days and hours listed on all personnel reports.
- Abuse reporting procedures. Documentation must indicate that employees will be informed of their responsibilities to report to the licensing agency as well as to the police and child/adult protective agency.
- SBTS staff are all employees of San Bernardino County CFS and are thoroughly trained as mandated reporters for recognizing, responding to and reporting child abuse, neglect and maltreatment.
- Hiring practices: Including screening of employees for necessary education and experience and informing employees that conditions of their employment include fingerprint clearance, statement of prior criminal convictions, TB clearance, physical examination/health questionnaire, and child abuse index check.
- County Human Resources is responsible for recruiting to establish lists of eligible candidates to fill vacant positions in all County departments. Recruitments may be posted ([www.sbcounty.gov/jobs](http://www.sbcounty.gov/jobs)) with a specific filing deadline or on a continuous basis as needed to fill vacancies.
- Applications are received and screened for minimum qualifications by Human Resources Analysts.
- Candidates who meet the minimum qualifications are advanced and invited to participate in the testing process; candidates who do not meet the minimum requirements will be notified and will not advance.
- Candidates successful in the testing process are placed on a ranked eligible list based on their test scores and notified of their list placement. Those who are not successful will also be notified of their results.
- As vacancies occur, Human Resources will certify lists of top candidates from the eligible list and refer to the hiring department to conduct interviews.
- The hiring department will select candidates to interview and make a conditional job offer.
- Candidates who receive a job offer must pass a background investigation and pre-employment physical prior to appointment.
- CFS Staff are required to complete background clearances through the California Department of Justice (DOJ), Child Abuse Central Index (CACI) and Federal Bureau of Investigation (FBI)
- The county receives rap backs.

- Staff hired for/assigned to SBTS will be required to pass TB tests.

#### **B6. In-Service Training for Staff**

The following is a listing of the Core and Orientation and Induction (O&I) trainings required for CFS staff.

**CFS Core Training includes the following classes/topics:**

<b>Course Name</b>
CFS - Orientation and Induction - Allegation Training
CFS - Orientation and Induction - Assess for Risk - Day One
CFS - Orientation and Induction - Assess for Risk - Day Two
CFS - Orientation and Induction - Case Management Day One
CFS - Orientation and Induction - Case Management Day Three
CFS - Orientation and Induction - Case Management Day Two
CFS - Orientation and Induction - Child and Family Team Meetings
CFS - Orientation and Induction - Court Day 1
CFS - Orientation and Induction - Court Day 2
CFS - Orientation and Induction - Court Day 3
CFS - Orientation and Induction - Court Testimony
CFS - Orientation and Induction - CWS/CMS
CFS - Orientation and Induction - De-escalation Training
CFS - Orientation and Induction - Human Resources
CFS - Orientation and Induction - Independent Living Program
CFS - Orientation and Induction - Investigating Referrals Day 1
CFS - Orientation and Induction - Investigating Referrals Day 2
CFS - Orientation and Induction - Law Enforcement
CFS - Orientation and Induction - Level of Care/Specialized Care Rate
CFS - Orientation and Induction - Program Development Division
CFS - Orientation and Induction - Safe Measures
CFS - Orientation and Induction - Safety & Risk Assessment
CFS - Orientation and Induction - Safety Planning
CFS - Orientation and Induction - Technology Check
CFS - Orientation and Induction - Warrant Training
CFS - Orientation and Induction - Web SDM
CFS - Training, Enhancement and Development Series (TEDS) - Court Day One
CFS - Training, Enhancement and Development Series (TEDS) - Court Day Three
CFS - Training, Enhancement and Development Series (TEDS) - Court Day Two
CFS - Training, Enhancement and Development Series (TEDS) - Leadership/Human Resources Day One
CFS - Training, Enhancement and Development Series (TEDS) - Leadership/Human Resources Day Two
CFS - Training, Enhancement and Development Series (TEDS) - Practice Standards



CWDS - Common Core 3.0 100 Level Line Worker Assessing for Key Child Welfare Issues
CWDS - Common Core 3.0 100 Level Line Worker Case Planning in a Team Setting
CWDS - Common Core 3.0 100 Level Line Worker Child Maltreatment Identification Skills Lab
CWDS - Common Core 3.0 100 Level Line Worker Critical Thinking and Assessment
CWDS - Common Core 3.0 100 Level Line Worker Engagement and Interviewing
CWDS - Common Core 3.0 100 Level Line Worker Fairness and Equity
CWDS - Common Core 3.0 100 Level Line Worker ICWA and Working with Native American Families and Tribes
CWDS - Common Core 3.0 100 Level Line Worker Key Issues in Child Welfare: Substance Use Disorder, Intimate Partner Violence, Behavioral Health Day 1
CWDS - Common Core 3.0 100 Level Line Worker Key Issues in Child Welfare: Substance Use Disorder, Intimate Partner Violence, Behavioral Health Day 2
CWDS - Common Core 3.0 100 Level Line Worker Legal Procedures
CWDS - Common Core 3.0 100 Level Line Worker Managing the Plan Supporting Safety, Permanency and Well Being
CWDS - Common Core 3.0 100 Level Line Worker Orientation to Child Welfare Practice and Common Core 3.0
CWDS - Common Core 3.0 100 Level Line Worker SDM Skills Lab Day 1
CWDS - Common Core 3.0 100 Level Line Worker SDM Skills Lab Day 2
CWDS - Common Core 3.0 100 Level Line Worker Simulation Day
CWDS - Common Core 3.0 100 Level Line Worker Simulation Prep
CWDS - Common Core 3.0 100 Level Line Worker SOP Day 1
CWDS - Common Core 3.0 100 Level Line Worker SOP Day 2
CWDS - Common Core 3.0 100 Level Line Worker Teaming, Collaborating, and Transparency
CWDS - Common Core 3.0 100 Level Line Worker Transition Practice
CWDS - Common Core 3.0 100 Level Line Worker Trauma Informed Practice
CWDS - Common Core 3.0 100 Level Line Worker Values and Ethics in Child Welfare Practice
CWDS - Common Core 3.0 100 Level Line Worker Writing Behavioral Objectives
CWDS - Lineworker Core 3.0: Assessment Block 200 Level: Skills Reinforcement Lab: SDM Assessment Knowledge
CWDS - Lineworker Core 3.0: Case Planning and Service Delivery Block 200 Level: Skill Reinforcement Lab: Case Planning and Service Delivery
CWDS - Lineworker Core 3.0: Engagement Block 200 Level: Skills Reinforcement Lab: Child Interviewing
CWDS - Lineworker Core 3.0: Engagement Block 200 Level: Skills Reinforcement Lab: Cultural Humility in Child Welfare: Ethnographic Interviewing
CWDS - Lineworker Core 3.0: Foundation Block 200 Level: Skills Reinforcement Lab: Key Issues and Trauma Informed Child Welfare Practice
CWDS - Lineworker Core 3.0: Monitoring and Adapting Block 200 Level: Skill Reinforcement Lab: Managing Change Knowledge
CWDS - Lineworker Core 3.0: Transition Block 200 Level: Skill Reinforcement Lab: Managing Transitions Knowledge
CWDS - Manager Core: Day 1-Foundations for Managers in Child Welfare

CWDS - Manager Core: Day 2-Effective Relationships as a Manager
CWDS - Manager Core: Day 3-Strategies for Effective Organizational Communication
CWDS - Manager Core: Day 4-Growing and Sustaining Effective Internal and External Teams
CWDS - Manager Core: Day 5-Essentials for Resource Managements
CWDS - Manager Core: Day 6-Strategic Thinking and Planning Tools for the Manager
CWDS Common Core 100 Line Worker Field Activities
Supervisor CORE: Day 1: Leading in Child Welfare-The Role of the Supervisor
Supervisor CORE: Day 10: Supporting Individual and Team Development & Ongoing Development as a Leader
Supervisor CORE: Day 2: Leading in Child Welfare-The Role of the Supervisor
Supervisor CORE: Day 3: Creating an Organizational Learning Environment
Supervisor CORE: Day 4: Creating an Organizational Learning Environment
Supervisor CORE: Day 5: Data Informed Supervision & Supervising for Accountability
Supervisor CORE: Day 6: Data Informed Supervision & Supervising for Accountability
Supervisor CORE: Day 7: Case Consultation and Critical Thinking: Teaming for Success
Supervisor CORE: Day 8: Case Consultation and Critical Thinking: Teaming for Success
Supervisor CORE: Day 9: Supporting Individual and Team Development & Ongoing Development as a Leader
CFS O&I Civil Rights training
CFS -Training, Enhancement and Development Series (TEDS) - Automation

**Non-Core/O&I and other optional trainings for CFS staff include:**

Course Name
Bloodborne Pathogen Training
California Public Records Act
CDPH Confidentiality & Security Training
CDSS - The Principles of Concurrent Planning
CFS - Behavioral Health Crisis Intervention Training
CFS - BEK Impact Corporation - How Can We Build an Allyship Culture and Identity to Address Racial Equity, Diversity and Inclusion
CFS - Child and Family Team Meetings: Facilitation Training Day 1
CFS - Child and Family Team Meetings: Facilitation Training Day 2
CFS - Child and Family Team Meetings: Facilitation Training Day 3
CFS - Child and Family Team Meetings: Facilitation Training Day 4
CFS - Child and Family Team Meetings: Facilitation Training Day 5
CFS - Civil Rights Online Training - 2021
CFS - County-Owned Mobile Devices Training - 2021
CFS - De-escalating Clients in Crisis
CFS - Transition Training - Juvenile Dependency Court and Placement for Carriers
CFS - Transition Training - Juvenile Dependency Court Reports for Carriers
CFS - Transition Training - Structured Decision Making Tools for Carriers

CFS - Transition Training Carrier Roles - Day One
CFS - Transition Training Carrier Roles - Day Two
CFS - Transition Training Child and Family Team Meetings Conversations with Families
CFS CDSS CSEC 101
CFS CDSS Psychotropic Medication in Foster Care
CFS CDSS Sexual and Reproductive Wellness for Foster Care
CFS Civil Rights Online Training 2020
CFS County Owned Mobile Devices
CFS Understanding Visitation: Your Role and Responsibilities
Cultural Responsiveness Academy African American Track :Identifying and Managing Bias
Cultural Responsiveness Academy African American Track: Advanced Simulation
Cultural Responsiveness Academy African American Track: African American Exp & Worldview
Cultural Responsiveness Academy African American Track: Engaging African American Families
Cultural Responsiveness Academy African American Track: Introduction to the CRA
Cultural Responsiveness Academy African American Track: Last Class
Cultural Responsiveness Academy African American Track:Impact of Historical Trauma on African American Families Today
CWDS - Trainer Skill Development 101
CWDS Coaching Fundamentals for Child Welfare Field Advisors
CWDS Field Advisor Training
CWDS Psychotropic Medication in Foster Care
CWDS Resource Family Approval Academy
CWDS Safety Organized Practice (SOP)
CWDS Safety Organized Practice (SOP) Module 01 V4: Interviewing for Safety and Danger and Three Questions to Organize Your Practice
CWT - Fundamentals of Supervision I - Elephant in the Office - Virtual Classroom
CWT - Fundamentals of Supervision I - FOS E-Learning Orientation - Virtual Classroom
CWT - Fundamentals of Supervision I - Human Resource Administration - Virtual Classroom
CWT - Fundamentals of Supervision II - Ethical Decision Making and Integrity Pt. B - Virtual Classroom
CWT - Fundamentals of Supervision II - Hiring for Maximum Impact - Virtual Classroom
CWT - Fundamentals of Supervision II - The Supervisor's Role in the Prevention of Harassment and Discrimination - Virtual Classroom
CWT - Fundamentals of Supervision II - Understanding Organizational Culture Pt. B - Virtual Classroom
DAAS - Civil Rights Online Training - 2021
DAAS Civil Rights Online Training 2020
DAAS County-Owned Mobile Devices
DPH Confidential
DPH Privacy and Security Training
EDD Confidentiality Agreement
FOS II - Hiring for Maximum Impact

FOS II - Staff as a Resource - Part B
FOS II - Understanding Organizational Culture Part B
FOS II Supervisor's Role in the Prevention of Harassment & Discrimination
FOS II: Ethical Decision-Making and Integrity - Part A
FOS II: Ethical Decision-Making and Integrity Part B
FOS II: Staff as a Resource Part A
FOS II: Understanding Organizational Culture - Part A
FOSI: Elephant in the Office
FOSI: Human Resource Administration Day 2
FOSI: Human Resource Administration Day 1
FOSI: Time Mastery: Effectively Managing Time
HIPAA Training
HS - ICCM Training - 2020
HS - ICCM Training - 2021
HS - Privacy and Security Training 2021
HS Emergency Response Codes
HS Emergency Response Codes (ERC) Training
HS Insights into Supervision: Learn Before You Lead
HS National Voter Registration Act (NVRA) Training - 2021
HS National Voter Registration Act 2020
HS Privacy and Security Training 2020
HS Time Management
HS Weathering Change: A new perspective on change management
Human Services (HS) Time Study Module 3
Human Services (HS) Time Study: Module 1 v.2020
Human Services (HS) Time Study: Module 1 v.2021
Human Services (HS) Time Study: Module 2 v.2020
Human Services (HS) Time Study: Module 2 v.2021
ICS 100 Training
Introduction to Procurement
Management Leadership Academy Graduation
Managing and Evaluating Teleworker Performance
MLA Executive Development Program
MLA Management Development Program
MLA Supervisory Development Program
New Employee Orientation - Archived
New Telework Users
Online - New Employee Orientation
SB1343 Harassment Training: Non-Supervisory/ Non-Lead functions
SB1343 Harassment Training: Supervisory and Lead functions
SB1343 Harassment Training: Supervisory and Lead functions - Modular
SBC - Tier Two (2) Ergonomic Assessment - 2021
SBC Ergonomics Fundamentals - 2020



SBC Ergonomics Fundamentals - 2021
SBC Tier Two (2) Ergonomic Assessment - 2020
SBSafe Initiative Module 01
SBSafe Initiative Module 02
SBSafe Initiative Module 03
TAD - Be the Strongest Link with Hyperlinks
TAD - CalFresh In-Service: Sponsorship
TAD - Civil Rights Online Training - 2021
TAD - Disaster CalFresh Program - January 2021
TAD - Fraud Training - January 2021
TAD - Fraud Training - Refresher - July 2021
TAD - Fraud Training - Refresher - May 2021
TAD - QAQM Case Review Plan - Virtual Session 2020
TAD - Supervising Office Assistant and Office Assistant Fraud Training - 6-2021
TAD Civil Rights Online Training 2020
TAD/PID Fraud Training v.10.2020

Staff assigned/hired for SBTS will receive 8 hours and 16 hour training prior to supervising youth. These holistic, strengths based, trauma informed trainings would be performed with certified PERC staff and CWDS (Academy) trainers, and include, but not be limited to:

- Overview of the population served by SBTS,
- Program policies procedures and program statements,
- Discipline procedures,
- Disaster response,
- Medication procedures,
- Title 22 regulations,
- Community resources,
- Children's rights, and
- Cultural humility (including Sexual Orientation and Gender Identity and Expression (SOGIE)).

Training will be provided by certified PERC trainers, and DBH training for de-escalation. Staff training includes, but is not limited to:

- Center for Disease Control and Prevention (CDC) caregiver guidelines for the provision of basic needs, watching for warning signs and knowing when to seek emergency medical attention.
- De-escalation and effective communication training.
- Trauma Informed Care (TIC).

CFS collaborates with the Child Welfare Development Services academy (CWDS), contracted by the State to provide training and workforce development, coaching, and implementation science to southern county child welfare agencies. The Performance, Education & Resource Centers (PERC) provides training and development services to Children and Family Services



(CFS) and tracks the required training hours for social work staff by using a Learning Management System (LMS-Docebo). PERC provides the following services:

- A listing of mandated trainings to CFS and their partners,
- Confers with CWDS and CFS leadership on trainings open to all Southern California Counties and trainings open only to San Bernardino County regarding:
  - Training topics, and
  - Enrollment.
- Designs, develops and delivers training to CFS staff in the regional offices, PERC or collaborates with CFS leadership team to develop training material to be delivered by PERC or CFS leadership within their regions,
- Informs CFS leadership of upcoming training opportunities and promotes these trainings by way of flyer alerts, brochures, etc. sent via email to all CFS staff to encourage enrollment,
- Lists mandatory and optional training events through PERC's LMS,
- Reviews the CFS 40: Social Worker Training Record for CFS approval of training hours, and
- Submits a report to CFS leadership regarding mandatory training hours for CFS staff.

#### **B7. Facility Program Description**

- SBTs will provide short-term residential care by staff trained to understand and predict the ways traumatized youth may behave. Staff will engage the youth with compassion, patience, and consistency. Medical, developmental, behavioral, and mental health assessments.
  - Social workers will complete an initial assessment of the child's need for medical, developmental, behavioral and mental health services upon arrival to the facility.
  - All youth in foster care are required to be part of a child and family team. During regular CFT Meetings (CFTM), discussion may include:
    - Placement efforts
    - Methods that work/don't work when caring for the child/youth,
    - Triggers,
    - Child/youth known medical/mental health status (including services), educational, visitation and social needs,
    - Identifying people who are important to the child/youth within the CFT,
    - Collaborating with the CFT to find the most suitable placement,
    - Steps the CFT is taking to support the child/youth during the placement search,
      - The CFS Central Placement Unit (CPU) will begin working on placement for the child as soon as the child is placed in SBTs. CPU provides intensive placement support to social workers by locating appropriate placements for the children.
    - To improve the child/youth's experience CFT members may encourage the child/youth to participate in the CFT, or allow the child/youth to stay with them for a short stay/visit.
    - Current and necessary Mental Health Services (MHS),
      - SWs may coordinate with DBH to access Wraparound and Therapeutic Behavioral Services (TBS) during CFT meetings,

- Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and Therapeutic Foster Care (TFC) are available as Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefits to children and youth under the age of 21, who are Medi-Cal eligible and meet medical necessity criteria, including Katie A. class members.
  - Where the child wants to be placed, and
  - Current behaviors (Refer to the **CFS 738 A-1: Individual Child/Young Adult Characteristics and Behaviors**).
- How the facility will identify appropriate placement resources that meet the child's needs.

Appropriate placement resources will be identified by the CPU. The social worker submits a request to the CPU. CPU will subsequently conduct a placement search based on the child's needs. The social worker will be notified when placement resources have been identified.

- Trauma-informed services and interventions.

In collaboration with the Department of Behavioral Health (DBH), children will receive comprehensive strength and needs-based screenings and/or assessments that include screening for trauma and mental health needs. Upon placement in the facility, DBH will be contacted and services will be provided (via telehealth, if needed). If the child already has a team in place, the team will be notified that the child has been placed at SBTs.

- Crisis intervention services.
  - CFS will work with DBH to provide crisis intervention, including through Crisis Stabilization Units (CSU), Community Crisis Response Team (CCRT), Quick Clinics (walk-in crisis clinic), and
  - Access Family Urgent Response System (FURS) as appropriate.
- Trauma-informed care and supervision provided by trained and qualified staff.

Staff will consist of qualified social workers and social worker supervisors who have been trained in trauma informed practice.

- Referrals to and coordination with service providers who can meet the medical, developmental, behavioral, or mental health needs, including need for specialty mental health services, of the child identified upon admission.

Children and Family Services (CFS) staff will collaborate and consult with Public Health Nurses (PHNs) to promote access to comprehensive preventive health and specialty services. PHNs provide nursing expertise in meeting the medical, dental, mental and developmental needs of children.

PHNs, provide medical education, interpretation of medical reports, assistance with medical and health case planning, and monitoring the status of health and dental examinations.

- Visitation services, including the ability to provide court-ordered, supervised visitation. Visitation will take place in accordance with Juvenile Court approved case plans, and CFS policy on monitoring visits.
- Structured indoor and outdoor activities, including recreational and social programs, as required under Section 84079.

Children will be offered structured indoor and outdoor activities including, but not limited to, exercise, books, movies, arts and crafts, and board and video games. Activities will be age and developmentally appropriate.

- Transportation and other forms of support to ensure the child's ability to enjoy the rights specified in Welfare and Institutions Code section 16001.9. Appropriately licensed facility staff will transport children to medical and dental appointments, and other activities as required.

- Mentorship and peer-support type programs.

SBTS will continue to utilize the child's existing mentorship or peer support as needed.

#### **B8. Rules of Discipline/Personal Rights**

Every child in placement is entitled to personal rights described in Title 22 Regulations. These personal rights are described in form CFS 309 D, CHILD'S PERSONAL RIGHTS. If age appropriate, the child must sign this form and be given a copy. The CFS 309 D lists the following rights:

It is the policy of the state that all minors and non-minors in foster care shall have the following rights:

- To live in a safe, healthy, and comfortable home where he or she is treated with respect.
- To be free from physical, sexual, emotional, other abuse, unreasonable searches of person, or corporal punishment.
- To receive adequate and healthy food, adequate clothing, and for youth in group homes an allowance.
- To receive medical, dental, vision, and mental health services.
- To be free of the administration of medication or chemical substances, unless authorized by a physician.
- To contact family members, unless prohibited by court order, social workers and attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs) and probation officers.
- To visit and contact brothers and sisters, unless prohibited by court order.
- To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsman regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.

- To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.
- To attend religious services and activities of his or her choice.
- To maintain emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.
- To not be locked in a room, building, or facility premises, unless placed in a community treatment facility.
- To attend school and participate in extracurricular activities, including cultural and personal enrichment, consistent with the child's age and developmental level with minimal disruptions to school attendance and educational stability.
- To work and develop job skills at an age-appropriate level consistent with state law.
- To have social contacts with people outside of the foster care system, including teachers, church members, mentors, and friends.
- To attend Independent Living Program classes and activities if he or she meets age requirements.
- To attend court hearings and speak to a judge.
- To have storage space for private use.
- To be included in the development of his or her own case plan and plan for permanent placement.
- To review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan including being told of changes to the plan.
- To be free from unreasonable searches of personal belongings.
- To the confidentiality of all juvenile court records consistent with existing law.
- To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identification, mental or physical disability, or Human Immunodeficiency Virus (HIV) status.
- To be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.
- To have caregivers and child welfare personnel who have received instruction on cultural competency and sensitivity relating to, and best practices for, providing adequate care to lesbian, gay, bisexual, and transgender youth in out-of-home care.
- At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and post-secondary educational programs, and information regarding financial aid for post-secondary education.
- To have access to age appropriate medically accurate information about reproductive health care, the prevention of unplanned pregnancy, and the prevention and treatment of sexually transmitted infections at 12 years of age or older.

Nothing in this section shall be interpreted to require a foster care provider to take any action that would impair the health and safety of children in out-of-home placement.

The State Department of Social Services (CDSS) and each county welfare department

are encouraged to work with the Student Aid Commission, the University of California, the California State University, and the California Community Colleges to receive information pursuant to paragraph (23) of subdivision (a).

## **Discipline**

SBTS has written discipline policies and procedures stated below. All discipline policies do not violate the child's rights in any fashion such as the use of corporal punishment, seclusion, withholding family visits or any other form of punishment that is in violation of their rights. Staff, children, and authorized representatives discuss, sign and receive copies of the discipline policy at intake and in the initial training. Signed copies of the Discipline Policy are maintained in the child's case file.

Guidelines regarding the Discipline Policy include:

- Any form of discipline which violates a child's personal rights is prohibited, including any form of corporal punishment.
- Calling or threatening to call law enforcement is prohibited as a form of discipline

Any incidents requiring intervention will be documented with the ICS 214: Activity Log. The SBTS maintains Incident Command System forms to document any incidents that might occur on-site.

a. Acceptable forms of discipline may include the following:

- Time out: Exclusion in an unlocked living, sleeping, or play area.
  - o Time out is a behavioral intervention designed to reduce the frequency of undesired behaviors through a process of redirection.
  - o It is not considered a punishment but rather a brief period for the youth to gather themselves, implement their coping strategies and return without further consequence.
- Prohibition against attendance at or participation in planned activities.
- Prohibition against use of entertainment devices including but not limited to telephones, televisions, personal computers and other internet-enabled devices, video game consoles, radios, portable media players, and stereo equipment.
- Performance of additional duties related to training needs identified by the needs and services outlined in the child's Case Plan.

b. Unacceptable forms of discipline include:

- Physical, sexual, emotional, or other abuse,
- Corporal or unusual punishment, or infliction of pain,
- Humiliation, intimidation, ridicule, coercion, threat, mental abuse, or
- Other actions of a punitive nature including, but not limited to, interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.

Prone containment and like techniques are not included as part of the facilities discipline policy and will never be written into individual client's Case Plan. Such techniques are not to be a planned step in modifying behavior.



**Note:** These interventions are last resort emergency physical control techniques designed to prevent injury to bystanders, the assaultive client, other clients, and staff.

#### **Provisions for contact with parents/placement representatives (conferences)**

- Visitation will take place in accordance with Juvenile Court approved case plans, and CFS policy on monitoring visits.
- SBTS will work with the social worker and the Central Placement Unit (CPU) to find alternative placement that best meets the needs of the child.

### **B9. Admissions Policies**

CFS staff will screen and refer dependents ages 10 through 18 that are awaiting placement. Eighteen year olds will be assessed on an individual basis for admission. Criteria for placement at SBTS for those eighteen years and over includes:

- The young adult was placed at SBTS when 17, but turned 18 while residing at SBTS.
- The young adult is under the jurisdiction of the Juvenile Court and is attempting to attain a high school diploma or GED prior to turning 19 years of age.

Children arriving at the SBTS will receive an individualized assessment and health, mental health and developmental screening, and the services necessary to transition the children to their next placement. The child will be assessed as to whether he/she presents a threat to self or any other child in care.

Placement agreements will be dated and signed by the child, if age and developmentally appropriate, the child's authorized representative, and the SBTS staff. Children will be placed at the transitional shelter care only when the facility's capacity has not been exceeded. Placement agreements will specify that the child's placement shall not exceed 72 hours.

Efforts will be made to convene a child and family team meeting (CFTM) within 24 hours of placement in transitional shelter. Children/Youth will be reminded of their rights and review the **CFS 309 D**.

CFS is authorized to attain any medically necessary emergency medical services for youth in foster care.

SBTS shall immediately create a client file for each child that includes the following:

- The child's needs and services identified in the most recent Case Plan, as applicable.
- An emergency authorization card with the following:
  - Emergency contact information
  - Consent for emergency attention
  - Documentation of the administration of medication
- Identification allergies or special needs, including developmental or behavioral.
- Any dietary restrictions.

- Any other additional information pertinent to the care and supervision of the child.
- Date of medical clearance.
- SBTS required to report to CCL when a COVID positive youth is accepted.
- If there is no recent TB test, arrangements will be made to obtain one within 24 hours.

#### **B10. Sample Menu**

Children will receive three meals (breakfast, lunch, dinner) and two snacks daily as indicated on the following sample menu.

<b>Menu 1 (Sample)</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>Breakfast</b> 7 am to 8 am	Breakfast Burritos Fruit	Oatmeal 1 Apple Whole grain toast	Pancake Bacon Fruit	Whole grain cereal Fruit Muffin	Oatmeal w/brown sugar 1 Orange Whole grain toast	Whole grain cereal Fruit Yogurt Whole grain toast	Whole grain waffles Peaches Yogurt
<b>Lunch</b> 12 pm to 1 pm	Cheese Quesadilla Refried Beans Salad	Spaghetti w/sauce Mixed vegetables Garlic bread	Grilled cheese and tomato sandwich Soup Carrots	Hot dogs Mac and cheese Mixed fruit	Chicken sandwich Mixed salad Fruit	Pizza Mixed salad	Beans and rice burritos Fruit
<b>Snack</b> 3 pm to 3:30 pm	String Cheese Pretzels	Apple slices Peanut butter Crackers	Carrots Ranch dressing	Celery and peanut butter	Granola bar and apple	Whole wheat crackers w/peanut butter Fruit	Muffin and milk or juice
<b>Dinner</b> 6 pm to 7 pm	Veg. Chili and rice Mixed salad	Baked chicken Vegetable Rice Whole grain roll	Shepherd's pie Mixed greens	Chicken enchiladas Beans Salad	Hamburger Roasted potatoes Salad	Lasagna Salad Garlic bread	Spicy Sausage Beans and rice Mixed greens
<b>Snack</b> 8 pm to 8:30 pm	Granola bar and yogurt	Yogurt Banana	Fruit Pretzels	Fruit Whole wheat crackers Peanut Butter	Yogurt Banana	Celery Peanut butter	Apple slices Peanut butter

**Note: Lowfat milk and/or juice will be served with meals and snacks.**

## **B11. Control of Property**

Children/youth awaiting placement in the SBTS, are to have their belongings inventoried and secured in a centralized locked location. This will help to safeguard the child/youth's belongings while ensuring he/she leaves with the items he/she brought into the facility. Also, these actions will assist in ensuring the general safety of the child/youth and everyone inside the facility.

The screening and storing away of the belongings are to take place in the child/youth's presence. Children/youth are to be advised that they will be able to access items from their stored belongings, with staff monitoring.

### **Staff cannot physically search the child/youth or his/her belongings.**

Staff, with the child/youth's consent, are to complete the [CFS 222](#): Inventory of Personal Belongings of Child/Youth in Office. The [CFS 222](#) is to be signed by the child/youth. If the child/youth does not consent to the inventory, he/she is to sign his/her refusal on the CFS 222 and/or staff is to sign it confirming the refusal. The item (i.e., backpack, purse, etc.) containing the belongings will still be required to be stored in the centralized locked location. The child/youth is to be advised that the items will be made available to him/her with staff monitoring.

As part of the screening process, staff may ask the child/youth if he/she has any items in his/her possession, which could be used as a weapon or is otherwise not allowed. The following items are considered contraband and will need to be confiscated:

- Cigarettes (including E-Cigarettes), alcohol, marijuana and illegal substances, Lighters or matches,
- Weapons or items that could be used as a weapon (could include items with sharp protruding edges), and
- Chemicals.

If any of the above items are among the child/youth's belongings, social workers (SWs) are to notify the supervising social services practitioner (SSSP). If the SSSP is not available, the Duty SSSP must be notified. The SSSP (or Duty SSSP) will notify the child welfare services manager (CWSM). The CWSM will contact County Counsel or Law Enforcement (LE) regarding the procedures for disposal of the contraband.

**Note:** LE cannot be called to do a search of a child/youth based only on a suspicion he/she has a weapon. LE can be called if the youth is acting in a dangerous manner to self or others. LE would then make the determination whether to search the child/youth based on the threat assessment.

## **B12. Bacteriological Analysis of Private Water supply (When Water for Human Consumption is from a Private Source)**

**(Not Required)**

**B13. Neighborhood Complaint Policy**

Monday afternoon, program administrator will be present at the facility to address any and all concerns/complaints from the neighborhood residence. At this time he/she will also be available to meet face to face with neighborhood residents if needed. Program administrator will investigate any concerns/complaints from the neighborhood residents. This would involve contacting the hotline, or CCL, to complete the investigation, depending on what it entails. Program administrator will make every effort to follow up with the person making the complaint, either in person or via email or phone call within a week of the complaint. This follow up would include any actions taken, and follow up that may be necessary. Program administrator will not be able to share any personnel actions that may occur as a result of the complaint.

**B14. First Aid Card**

Staff assigned/hired to work at SBTS will be required to complete and show proof of CPR/First Aid prior to commencing work at the shelter.

**B15. Orientation Certification**

**See Attachments**

**B16. Transitional Shelter Care Facility Program Statement**

**Note:** Continued on Next page. Needs to be a separate document housed in a separate binder.

## TRANSITIONAL SHELTER CARE FACILITY PROGRAM STATEMENT

### TABLE OF CONTENTS

Name of Program Date

Use this sheet as the Table of Contents for your Transitional Shelter Care Facility (TSCF) Program Statement. Number tabbed dividers to correspond to the numbers in the column titled "Section Number".

Place appropriate material behind the tabbed divider. Place material, in the order shown, in a three-ring binder or folder. The TSCF must submit revisions to the TSCF Program Statement when any changes are made to the program that will affect the license. It is only necessary to submit the document/pages that are revised, including a new Part I and revised Table of Contents. It is not necessary to submit a complete new TSCF Program Statement. When submitting revised material, write the date of the revision in the column titled "Date Revised".

	Section Number	Date Revised
PART 1: PROGRAM IDENTIFICATION	1	
IDENTIFY: APPLICANT/LICENSEE NAME & MAILING ADDRESS; PROGRAM NAME; CONTACT PERSON NAME, TITLE & PHONE NUMBER; DOES THE FACILITY OPERATE OTHER ACTIVITIES OTHER THAN TSCFs, AND IF SO, SPECIFY TYPE OF ACTIVITIES; LIST NAME AND ADDRESS OF EACH FACILITY OPERATING THE TSCF PROGRAM		
PART II: PROGRAM POPULATION, SERVICES & CAPABILITIES	2	
INCLUDE A STATEMENT REGARDING THE TYPES OF CHILDREN TO BE SERVED BY THE FACILITY, INCLUDING DEPENDENT, NEGLECTED, DELINQUENT, PREDELINQUENT, PHYSICALLY HANDICAPPED, DEVELOPMENTALLY DISABLED, MENTALLY DISORDERED, OR EMOTIONALLY DISTURBED CHILDREN; DESCRIBE THE PROGRAM'S SERVICES		
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**TRANSITIONAL SHELTER CARE FACILITY PROGRAM STATEMENT  
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PART 1: PROGRAM IDENTIFICATION  
Section 1

**SAN BERNARDINO COUNTY TRANSITIONAL SHELTER (SBTS)**

San Bernardino County Children and Family Services (CFS) is seeking licensing for an emergency Temporary Shelter Care Facility, located at 4070 Acre Lane, San Bernardino, CA 92407 to improve the health and well-being of dependents ages 10 to 18 who have complex needs, are entering the child welfare system or transitioning to another placement, but do not have an immediate placement available.

The following person is authorized to apply on behalf of San Bernardino County Children and Family Services and may be reached at the administrative mailing address and contact information listed below.

**Agency Name and Contact Information**

<b>Organization Name</b>	Children and Family Services
<b>Type of Entity</b>	San Bernardino County Child Welfare
<b>Contact Person</b>	Jonathan Byers
<b>Contact Person Title</b>	Assistant Director
<b>Telephone</b>	(909) 387-2782
<b>Email Address</b>	Jonathan.Byers@hss.sbcounty.gov
<b>Mailing Address</b>	150 S. Lena Road, San Bernardino, CA 92415

PART II: PROGRAM POPULATION, SERVICES & CAPABILITIES  
Section 2

SBTS provides temporary and transitional shelter care to enable a Children and Family services (CFS) to basic needs including food, shelter, and trauma informed care to the county's most difficult to place youth. SBTS will collaborate with county Behavioral Health to conduct county-approved intake processes and mental health assessments tailored to the short-term nature of services. CFS will perform the required assessments needed to appropriately place foster youth/children and Juvenile Court dependents ages 10 to 18 who have complex needs, are entering the child welfare system or transitioning to another placement, but do not have an immediate placement available.

## PART III: PROGRAM NARRATIVE

### A. PROGRAM DESCRIPTION

#### PURPOSE, METHODS, GOALS

##### Section 3

The primary purpose of the SBTS facility is to provide temporary shelter care to provide our most vulnerable youth trauma-informed, individualized services to enable a county placing agency to perform the required assessments necessary to develop a short-term case plan that will allow the most appropriate placement of the child/youth. CFS staff will screen and refer children/youth ages 10 through 18 that are awaiting placement. Each child will receive an initial assessment to gather general information and to evaluate the child's emotional, physical, social, behavioral well-being and level of functioning in education. Placement in the transitional shelter will be temporary, time-limited of up to 72 hours. A written report will be submitted to California Department of Social Services (CDSS) when the child's placement reaches the 72-hour limit. The goal of the San Bernardino County Transitional Shelter (SBTS) is to provide a safe, secure shelter, with supportive services including not only basics like food and clothing, but individualized short-term case plans with each youth's safety, permanency, and well-being in mind.

CFS and Jonathan Byers assert that the primary purpose of the facility is to provide temporary shelter care only for the duration necessary to enable a county placing agency to perform the required assessments and to appropriately place a child. SBTS will provide care exclusively for dependents ages 10 through 18 who have complex needs, are entering the child welfare system or transitioning to another placement, but do not have an immediate placement available.

Eighteen year olds will be assessed on an individual basis for admission. Criteria for placement at SBTS for those eighteen years and over includes:

- The young adult was placed at SBTS when 17, but turned 18 while residing at SBTS.
- The young adult is under the jurisdiction of the Juvenile Court and is attempting to attain a high school diploma or GED prior to turning 19 years of age.

SBTS will serve as a placement alternative of last resort to provide care and supervision for children whom a placement change was unavoidable, or a different placement alternative was not available.

Children will be placed within the shelter according to age appropriateness and gender identity when not part of a sibling set. No more than two children will be assigned to a room. Placement in SBTS will be temporary, time-limited of up to seventy-two (72) hours. A written report will be submitted to CDSS when the child's placement reaches the seventy-two (72) hour limit. The report will contain information including, but not limited to, the number of days the child has been placed in the facility, the reason for the child's overstay, and the steps that are being taken to identify placement options and place the child. CFS Central Placement Unit (CPU) will begin working on placement for the child as soon as the child is placed in SBTS. CPU provides intensive placement support to social workers by locating appropriate placements for the children.

### PART III: PROGRAM NARRATIVE

#### A. PROGRAM DESCRIPTION

##### PLANNED ACTIVITIES/USE OF COMMUNITY RESOURCES

###### Section 4

SBTS will consult with the Department of Public Health (DPH) to address medical health concerns and with Department of Behavioral Health (DBH) to address mental health needs for the child. CFS will provide all basic needs for the facility.

Children/youth will participate in activities based on needs identified or allowable in their service and case plans. Each child will receive an individual initial assessment to gather general information and to evaluate the child's emotional, physical, social, behavioral well-being and level of functioning in education. This will include information on why the child was moved from his or her prior living arrangement or placement, and services the child will need for transition to his or her next placement.

- The child's Case Plan will be reviewed to address the child's needs, and the services required to meet those needs.
- Procedures to review and evaluate the needs and services identified in the Case Plan, and include observations and evaluations of the child while the child is at SBTS.
- The needs and service of the Case Plan is reviewed with the child and the child's authorized representative at the time of placement.
- To implement and modify the needs and services plan, the SBTS social worker/social service staff will meet with the child and communicate with the SW and/or authorized representative when developing a detailed needs and service plan. The needs and service plan will be updated as needed to document treatment and activities.

Structured indoor and outdoor activities, (e.g., Jesse Turner Center, Jack Bulick park) including recreational and social programs, required under Section 84079 will be provided. Children will be offered structured indoor and outdoor activities including, but not limited to, exercise, books, movies, arts and crafts, and board and video games. Activities will be age and developmentally appropriate.

The child's educational rights holder will be consulted regarding the child's school attendance. The school district/school will be contacted regarding distance learning protocol. If the child was attending in-person, the school will be consulted regarding temporarily transitioning the child to distance learning. Otherwise, the child will continue distance learning.

Children will have access to laptops or other electronic devices for schoolwork. Facility staff will supervise children's attendance during distance learning and afterschool study. Online tutoring services will be provided as needed to support the child's educational process. This will help to determine where the child should attend school, assure school attendance, and provide services to support the child's educational goals.



## PART III: PROGRAM NARRATIVE

### A. PROGRAM DESCRIPTION

#### PERSONAL SERVICES/PROGRAMS OFFERED

##### Section 5

The primary services provided will be through, primarily, the Department of Behavioral Health (DBH). Based on the developed service and case plans through the child and family team DBH services may include:

- Comprehensive strength and needs-based screenings and/or assessments, using the Child and Adolescent Needs and Strengths (CANS) assessment, will include screening for trauma and mental health needs. Upon placement in the facility, the DBH will be contacted and services will be provided via telehealth. If the child already has a team in place, the team will be notified that the child has been placed at SBTS.
- SWs may coordinate with DBH to access Wraparound and Therapeutic Behavioral Services (TBS).
- Specialty Mental Health Services (SMHS), including Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and Therapeutic Foster Care (TFC) are available as Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefits to children and youth under the age of 21, who are Medi-Cal eligible and meet medical necessity criteria, including Katie A. class members.
- Crisis intervention services will also be available:
  - CFS will work with DBH to provide crisis intervention, including through Crisis Stabilization Units, CCRT, Quick Clinics (walk-in crisis clinic), and
  - Access Family Urgent Response System (FURS) as appropriate.

When a need is identified, mental health, medical or otherwise along with a potential resource to support provision of service, but funding or financial support for the service is unavailable, child specific funding requests will be made through the Assembly Bill 153 process for children with complex needs.

## PART III: PROGRAM NARRATIVE

### A. PROGRAM DESCRIPTION

#### CLIENT MEDICAL ASSESSMENTS

##### Section 6

Identifying medical needs and special health care needs is part of the initial assessment process.

- Staff shall follow all COVID-19 guidance or instructions from the CDSS, CDC, California Department of Public Health (CDPH) and San Bernardino County DPH.
- COVID-19 care decisions, be made consistent with medical or public health guidance from the child's health care provider and/or local public health officials.

Other medical services may include administration of medication. Staff supervising the child and administering medication uses the **CFS ML 1: Children and Family Services Child Medication Log** to track the administering of medication to children at SBTS.

- To ensure accuracy, staff designated to supervise the child complete the **CFS ML 1** immediately after administering the medication.
- The form is stored in a centralized binder accessible to staff on schedule to supervise the child.

During the child/youth's SBTS stay, CFS must ensure access to all necessary services, including but not limited to:

- Specialty mental health services,
- Visitation,
- Educational services,
- Appropriate videoconferencing equipment, etc.
  - Additional trauma mitigation strategies adopted by SWs may include developing a plan for increased contacts utilizing technology-based visitation between the child and family, friends, tribal connections, other important individuals, and the placement care providers to whom the child will be placed, as appropriate. This plan should include ensuring the child has correct contact information for these individuals.
  - Engaging the child in a trauma informed, developmentally appropriate manner.
  - Utilizing programs and resources for developmental enrichment and supports to the child.
  - Maintaining the child's existing supports and services, when possible, to encourage continuity of care while utilizing technology.
  - In cases involving an Indian child, working with the child's tribe or other Indian services providers to offer services consistent with the prevailing social and cultural standards of the child's Indian community and/or tribe.

During regularly scheduled work hours RX4Kids Public Health Nurses (PHNs) are available to assist CFS staff with specific duties and client services. These include but are not limited to:

- Evaluating psychotropic medication use in known foster children,
- Providing consultation to CFS SWs on medical information, resources, and guidance in prioritizing health care needs,
- Consulting with the child's physician/health care provider as needed,
- Providing home-based consulting nursing interventions, and
- Providing nursing evaluation, information and resources on individual cases.

**Note:** RX4Kids PHNs are unable to assist with medical exams and medication administration, however co-located clinician's may be able to complete assessments and assist in providing resources.

## PART III: PROGRAM NARRATIVE

### A. PROGRAM DESCRIPTION

#### TRANSPORTATION

##### Section 7

Transportation and other forms of support to ensure the child's ability to enjoy the rights specified in Welfare and Institutions Code section 16001.9 will be provided. Appropriately licensed facility staff will transport children to medical and dental appointments, and other activities identified in their individual case plans.

County Vehicles are maintained by San Bernardino County Fleet management. Two county vehicles (one van, one car) will be available. Additional vehicles may be requested, as directed by HS Policy. Policy regarding use of county vehicles is governed by:

- County of San Bernardino Policy Manual, Travel and Transportation, Section 12,
- Human Services Policy and Standard Practice Manual, Fueling of County Vehicles,
- Fleet Management, and
- Department of Risk Management.

The County and HS departments and divisions, including CFS, will provide and maintain vehicles, to the extent fiscally possible, for employees, volunteers and other authorized drivers who operate County vehicles. HS will maintain rules and procedures that will reasonably, efficiently and economically control the use of County vehicles.

All HS employees will read the HS Policy and Standard Practice manual regarding County vehicles. Rules include, but are not limited to the following:

- County vehicles will be utilized as a priority over private vehicles.
- All clients must be transported in a County vehicle. Use of personal vehicle is not permitted.
- Employees assigned to operate a County vehicle must possess a valid California driver's license for the type of vehicle operated.
- Employees and passengers must use seat belts.
- Children under the age of six weighing less than 60 pounds must be secured in a federally approved child passenger restraint system (car seat) and ride in the back seat of the vehicle.
- No passengers are allowed in any County vehicle other than those whose presence is necessitated by official County business or to implement the Corporate Trip Reduction Plan objectives.
- County vehicles must be operated at all times in a responsible and prudent manner in accordance with state and local laws.

The following actions apply to the above rules:

- Employees who fail to comply with any of these rules and regulations will be subject to disciplinary action.
- Complaints concerning the misuse of a County vehicle will initiate an investigation to be completed within 10 working days.

- HS Auditing will conduct periodic compliance reviews of each district office's vehicle records and physical inventory.

## PART III: PROGRAM NARRATIVE

### B. ADMISSION/ASSESSMENT/DISCHARGE POLICIES AND PROCEDURES

#### ADMISSION/INTAKE

##### Section 8

Trained CFS staff will screen and refer dependents ages 10 through 18 that are awaiting placement in a trauma-informed, holistic, strengths based manner. Children arriving at the SBTS will receive an individualized assessment and health, mental health and developmental screening, and the services necessary to transition the children to their next placement. The child will be assessed as to whether he/she presents a threat to self or any other child in care. Placement agreements will be dated and signed by the child, if age and developmentally appropriate, the child's authorized representative, and the SBTS staff. Children will be placed at the transitional shelter care only when the facility's capacity has not been exceeded. Placement agreements will specify that the child's placement shall not exceed 72 hours. Efforts will be made to convene a child and family team meeting (CFTM) within 24 hours of placement in transitional shelter. Children/Youth will be reminded of their rights and review the **CFS 309 D**. CFS is authorized to attain any medically necessary emergency medical services for youth in foster care.

SBTS shall immediately create a client file for each child that includes the following:

- The child's most recent needs and services based on their Case Plan, as applicable.
- Documentation of medical and public health consultation regarding COVID-19.
- An emergency authorization card with the following:
  - Emergency contact information,
  - Consent for emergency attention,
  - Documentation of the administration of medication.
- Identification of allergies or special needs, including developmental or behavioral.
- Any dietary restrictions.
- Any other additional information pertinent to the care and supervision of the child
- Date of medical clearance.
- SBTS is required to report to Community Care Licensing (CCL) when a COVID positive youth is accepted.



## PART III: PROGRAM NARRATIVE

### B. ADMISSION/ASSESSMENT/DISCHARGE POLICIES AND PROCEDURES

#### NEEDS AND SERVICES ASSESSMENT

##### Section 9

Each child will receive a trauma-informed individual initial assessment to gather general information and to evaluate the child's emotional, physical, social, behavioral well-being and level of functioning in education. This will include information on why the child was moved from his or her prior living arrangement or placement and services the child will need for transition to his or her next placement.

- Social workers will complete an initial assessment of the child's need for medical, developmental, behavioral and mental health services upon arrival to the facility.
- Children/youth will participate in activities based on needs identified or allowable in their service and case plans. Each child will receive an individual initial assessment to gather general information and to evaluate the child's emotional, physical, social, behavioral well-being and level of functioning in education. This will include information on why the child was moved from his or her prior living arrangement or placement and services the child will need for transition to his or her next placement.
- Comprehensive strength and needs-based screenings and/or assessments, using the Child and Adolescent Needs and Strengths (CANS) assessment, will include screening for trauma and mental health needs. Upon placement in the facility, DBH will be contacted and services will be provided via telehealth. If the child already has a team in place, the team will be notified that the child has been placed at SBTs.

### PART III: PROGRAM NARRATIVE

#### B. ADMISSION/ASSESSMENT/DISCHARGE POLICIES AND PROCEDURES

##### DISHARGE REMOVAL

###### Section 10

Policies and procedures for discharge/exiting SBTS will include processes for the child's discharge when:

- He/she reaches age 18;
- After needs and services plan goals have been reached;
- When the needs and services plan has proven to be ineffective; or
- When it has been determined that the child's continued placement in the facility is detrimental to the child or other children in the facility.

The child will be discharged from the SBTS when appropriate placement is found or the child/ youth has been in the facility for 72 hours, whichever comes first. If the child reaches age 18 prior to release, the transition plan currently in place will be implemented. The child's needs and services plan goals will be continually evaluated during the child's stay at the SBTS and modified, as needed, to identify other needs and services plan goals. When the child's stay in SBTS becomes detrimental to the child or other children placed at the SBTS, the SBTS will work with the social worker and the Central Placement Unit (CPU) to find alternative placement that best meets the needs of the child.

CPU will log the placement status and ongoing placement efforts for each child in the facility. While the child is at SBTS, the SBTS manager will contact the CPU supervisor and manager regarding the status of placement for the child and the amount of time left in the child's stay at SBTS. CPU will report daily to the placing social worker.

### PART III: PROGRAM NARRATIVE

#### B. ADMISSION/ASSESSMENT/DISCHARGE POLICIES AND PROCEDURES

##### VISITATION RULES AND POLICY

###### Section 11

The county shall ensure necessary services, including specialty mental health services, parent and sibling visitations, child and family team engagement and educational services are provided to the child.

Visitation will take place in accordance with Juvenile Court approved case plans, and CFS policy on monitoring visits.

Each child will have access to technology-based visitation and distance learning. Electronic devices used for these purposes will be disinfected between each use, as provided in PIN 20-06-CRP.

## PART III: PROGRAM NARRATIVE

### B. ADMISSION/ASSESSMENT/DISCHARGE POLICIES AND PROCEDURES

#### HOUSE RULES

##### Section 12

The admitted child/youth and CFS staff are required to follow all house rules for the SBTS presented at the site.

- CFS will supervise admitted detained children and monitor them daily.
- DBH will provide specialty mental health services as needed.
- CFS staff will assist admitted children with educational needs.
- Youth in the SBTS will be required to participate in their education, either by attending school in person or online for the duration of their stay.
- Youths will be required to maintain their living area, cleaning it daily.
- A schedule for bathroom cleaning and cleaning of common areas will be maintained based on the number of youth in the SBTS.
- Dress code will be appropriate clothing that covers the youth and does not display gang or drug affiliations.
- All youth will be required to do their own laundry.
- If the youth is following house rules they will be able to use the facility entertainment equipment and be allowed on house outings/recreation activities.
- Activities not allowed:
  - Dating other youth in placement,
  - Sharing of beds in facility,
  - Smoking of any kind,
  - Assaultive actions to other youth or staff, weapons, and
  - Use of lighters for any reason.
- Curfew will be 8:00pm on weekdays/and 9:00pm on weekends/holidays

## PART III: PROGRAM NARRATIVE

### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

#### DISCIPLINE POLICIES/PERSONAL RIGHTS

##### Section 13

#### **Rules of Discipline/Personal Rights**

Every child in placement is entitled to personal rights described in Title 22 Regulations. These personal rights are described in form CFS 309 D, CHILD'S PERSONAL RIGHTS. If age appropriate, the child must sign this form and be given a copy. The CFS 309 D lists the following rights:

It is the policy of the state that all minors and non-minors in foster care shall have the following rights:

- To live in a safe, healthy, and comfortable home where he or she is treated with respect.
- To be free from physical, sexual, emotional, other abuse, unreasonable searches of person, or corporal punishment.
- To receive adequate and healthy food, adequate clothing, and for youth in group homes an allowance.
- To receive medical, dental, vision, and mental health services.
- To be free of the administration of medication or chemical substances, unless authorized by a physician.
- To contact family members, unless prohibited by court order, social workers and attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs) and probation officers.
- To visit and contact brothers and sisters, unless prohibited by court order.
- To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsman regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.
- To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.
- To attend religious services and activities of his or her choice.
- To maintain emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.
- To not be locked in a room, building, or facility premises, unless placed in a community treatment facility.
- To attend school and participate in extracurricular activities, including cultural and personal enrichment, consistent with the child's age and developmental level with minimal disruptions to school attendance and educational stability.
- To work and develop job skills at an age-appropriate level consistent with state law.
- To have social contacts with people outside of the foster care system, including teachers, church members, mentors, and friends.
- To attend Independent Living Program classes and activities if he or she meets age requirements.

- To attend court hearings and speak to a judge.
- To have storage space for private use.
- To be included in the development of his or her own case plan and plan for permanent placement.
- To review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement and case plan including being told of changes to the plan.
- To be free from unreasonable searches of personal belongings.
- To the confidentiality of all juvenile court records consistent with existing law.
- To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identification, mental or physical disability, or Human Immunodeficiency Virus (HIV) status.
- To be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.
- To have caregivers and child welfare personnel who have received instruction on cultural competency and sensitivity relating to, and best practices for, providing adequate care to lesbian, gay, bisexual, and transgender youth in out-of-home care.
- At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and post-secondary educational programs, and information regarding financial aid for post-secondary education.
- To have access to age appropriate medically accurate information about reproductive health care, the prevention of unplanned pregnancy, and the prevention and treatment of sexually transmitted infections at 12 years of age or older.

Nothing in this section shall be interpreted to require a foster care provider to take any action that would impair the health and safety of children in out-of-home placement.

The State Department of Social Services (CDSS) and each county welfare department are encouraged to work with the Student Aid Commission, the University of California, the California State University, and the California Community Colleges to receive information pursuant to paragraph (23) of subdivision (a).

## **Discipline**

SBTS has written discipline policies and procedures stated below. All discipline policies do not violate the child's rights in any fashion such as the use of corporal punishment, seclusion, withholding family visits or any other form of punishment that is in violation of their rights. Staff, children, and authorized representatives discuss, sign and receive copies of the discipline policy at intake and in the initial training. Signed copies of the Discipline Policy are maintained in the child's case file.

Guidelines regarding the Discipline Policy include:

- Any form of discipline which violates a child's personal rights is prohibited.



- Calling or threatening to call law enforcement is prohibited as a form of discipline.

Any incidents requiring intervention will be documented with the ICS 214: Activity Log. The SBTS maintains Incident Command System forms to document any incidents that might occur on-site.

c. Acceptable forms of discipline may include the following:

- Time out: Exclusion in an unlocked living, sleeping, or play area.
  - Time out is a behavioral intervention designed to reduce the frequency of undesired behaviors through a process of redirection.
  - It is not considered a punishment but rather a brief period for the youth to gather themselves, implement their coping strategies and return without further consequence.
- Prohibition against attendance at or participation in planned activities.
- Prohibition against use of entertainment devices including but not limited to telephones, televisions, personal computers and other internet-enabled devices, video game consoles, radios, portable media players, and stereo equipment.
- Performance of additional duties related to training needs identified in the child's needs and services plan.

d. Unacceptable forms of discipline include:

- Physical, sexual, emotional, or other abuse,
- Corporal or unusual punishment, or infliction of pain,
- Humiliation, intimidation, ridicule, coercion, threat, mental abuse, or
- Other actions of a punitive nature including, but not limited to, interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.

Prone containment and like techniques are not included as part of the facilities discipline policy and will never be written into individual client's needs and services plan. Such techniques are not to be a planned step in modifying behavior.

**Note:** These interventions are last resort emergency physical control techniques designed to prevent injury to bystanders, the assaultive client, other clients, and staff.

### PART III: PROGRAM NARRATIVE

#### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

##### EMERGENCY INTERVENTION PLAN

###### Section 14

Restraints will not be used at all. Instead, the following protocol will be used:

- De-escalation will be verbal and with the use of the staff person's body. Workers will employ techniques used from training through DBH and other training that they receive.
- Staff will utilize the crisis response team, DBH partners, wraparound team, crisis stabilization unit, and quick clinics as external resources.
- Training will be provided in de-escalation by the county's DBH partner. New staff will be required to attend this training prior to working at SBTS. Existing staff will be required to attend this training annually. DBH staff are trained in de-escalation techniques and are qualified trainers in this area.
- Plan for returning youth to regular activity after intervention: Youth will be given time to themselves prior to returning to regular activity. This can include engaging in activities, such as coping mechanisms that they have discussed in therapy, talking to staff about what occurred and what may have triggered the event.

SBTS staff will email the Special Incident Report (SIR) to the Placement Resources Division (PRD) and the child's/youth's SW within 24 hours of the following occurring:

- Law Enforcement or Paramedical care is contacted,
- A child/youth is absent without leave (AWOL),
- Assaultive or disruptive behavior occurs, or
- A child/youth refuses to take medication.

A copy of a SIR involving Law Enforcement or Paramedics or AWOL is forwarded to the Human Services (HS) Research, Outcomes, and Quality Support (ROQS). The SW will update the Child Welfare Services/Case Management System (CWS/CMS) accordingly.

SBTS will monitor and ensure the adequacy and quality of care, supervision, and services provided by the facility, as informed by the following indicators:

- The number of reported incidents.
- The number of reported law enforcement contacts.
- The number of children prescribed psychotropic medication.
- The number of children absent without leave.
- The number of children who have run away from their last placement.
- Any other indicators that specialized or intensive needs of the children served by the temporary shelter care facility are not being met.

A daily log will be completed to track the number of reported incidents, reported law enforcement contacts, children prescribed psychotropic medication, children absent without leave, children who have runaway from their last placement, and any other indicators that specialized or intensive needs of the children served by the temporary shelter facility are not

being met. The log will be reviewed by the lead staff member of each shift to monitor and ensure the adequacy and quality of care, supervision, and services provided by the facility.

### PART III: PROGRAM NARRATIVE

#### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

##### RUNAWAY PLAN

###### Section 15

SBTS has developed a policy and procedure for the handling of runaways or AWOL youth. This procedure is part of the Emergency Intervention Plan and is a part of initial and bi-annual staff training. A copy of the runaway plan will be discussed and given to the minor and the authorized representative during the intake process.

###### Time Frames for When a Child is Considered Absent Without Permission

A resident is considered a runaway when he leaves the facility outside the sight of staff, intentionally leaves the group while in public, or fails to return home from school after such time that it is determined that they may be in danger or it appears that they do not intend to return. In the case where a child has a history of leaving the facility in an emotional state and returning shortly, but not determined to be dangerous or have a history of self-harm, they may not be determined to be AWOL until after dark. At that time the resident will be considered AWOL and the police will be notified. If a child is 12 years old or younger and leaves the sight of the staff member, they are immediately considered AWOL and the police will be notified. If a child is 12 years old or younger and leaves the sight of the staff member, they are immediately considered AWOL and the police will be notified.

###### Early Intervention

Preventive measures include anger de-escalation techniques and verbal prompts that include empathy, listening and mirroring.

When possible the staff is to keep a visual on a child in a non-invasive manner. If this is turning into a game of chase, then the staff are directed to back off and give the youth space. If it is thought that the child may be at a known friend or family members house or may end up there, the adult of that home will be notified and asked to notify the facility if they come into contact with them.

Law enforcement will be contacted under the following AWOL circumstances:

- If the child becomes a danger to self or others.
- If the child become physically destructive to property other than the facilities, i.e., neighbors.
- If the child is considered AWOL and it is assessed that they are not likely to return before dark or the end of the evening.
- If it is assessed that the child's developmental or mental status places them or the public in danger.
- If the child has been a victim of or at risk of commercial sexual exploitation.
- If the child is 12 years old or younger,

### Reporting AWOL's

AWOL's will be reported to Community Care Licensing and the Child Authorized Representative by the end of the next business day.

### Staff Communication

AWOL's will be reported immediately to the Clinical Case Manager. When a child or nonminor dependent is AWOL, it will be documented on a Special Incident Report (SIR) and left for the staff on the next shift to see, documented in the Communication Log, as well as verbally reported to staff on subsequent shifts.

## PART III: PROGRAM NARRATIVE

### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

#### COMPLAINT AND GRIEVANCE PROCEDURES

##### Section 16

There are a number of mechanisms built into foster care that allow foster youth the opportunity to assert a complaint or grievance. These include:

- Contacting the assigned minor's attorney,
- Discussing the situation in a child and family team, and
- The option to file a grievance or contact the foster care ombudsman.

Prior to making a placement change a Child and Family Team Meeting (CFTM) will be convened to:

- Develop,
- Implement, and
- Document a placement preservation strategy to preserve the foster child's/youth's placement.
  - CFS is required to consult with the child's/youth's Child and Family Team (CFT) before a placement change is made (except in case of an emergency).

If the child/youth does not agree to the placement change, he/she is entitled to a 14-day notice of intent to remove and may file for a Grievance Review Hearing.

Note: The Office of State Foster Care Ombudsperson's (OFCO) is required to report its findings of complaints in violation with the new placement provisions to the Child Welfare Director or designee(s) for purposes of training, technical assistance and quality improvement.

Social workers (SW) must ensure that each foster child's needs are being met at their placement. The SW must inform the foster child of the Ombudsman program. The Ombudsman program is an independent state program that provides foster children another voice to advocate on their behalf. The Ombudsman program, in essence, can provide an additional safety net to ensure that the foster child's needs are being met and that the child receives the highest quality of care.

The foster care ombudsman:

- Advocates for children in foster care,
- Acts as a mediator who will coordinate with others involved in the care of the child in foster care, and
- Works to ensure the quality of care provided to children in all out-of-home placements.

In addition to cooperating with the Ombudsman according to Department policy, the SW provides every foster care child/youth on his/her caseload with verbal or written information regarding the existence and purpose of the Ombudsman. Foster youth are informed to use the following chart to contact the Foster Care Ombudsman:

- **Telephone:** 1-877-846-1602



- **Write:**  
Foster Care Ombudsman  
744 P Street, MS 9-025  
Sacramento, CA 95814
- **E-mail:** [fosteryouthhelp@dss.ca.gov](mailto:fosteryouthhelp@dss.ca.gov)

**Note:** PUB 339: Ombudsman for Foster Care and PUB 396: Foster Youth Rights provide useful written information. Both publications are available on the Program Development Department (PDD) forms online catalog.

#### SBTS Complaint Grievance Procedure

The resident shall be assured that he may freely file grievances without the fear of retaliation by staff. At any time during the process the client may contact their authorized representative or Community Care Licensing official. Their numbers will be made accessible to the clients at all times.

Residents have a right to file a complaint or grievance with the SBTS Program Administrator at any time without fear of retaliation or violation of any of their rights. At intake, the resident and their authorized representative sign that they have received copies of this procedure as well as the client's rights and this is kept in their file. This procedure is posted in the "mandatory postings" frame in each facility, accessible to all residents and their authorized representative. Grievance forms are made accessible to the clients and their authorized representatives in an identified location in the main room of each house so the residents do not have to ask for them.

All staff are trained upon employment and annually on the Children's Rights and they sign a copy upon hire that they have received and understand the policy. The policy is also cited in the Staff Policies and Procedures for their reference. On a monthly basis, several of the policies are circulated and signed by each staff member, which includes the Client's Rights Policy. In addition, any time a staff member feels a right has been violated, they are encouraged to report this without fear of retaliation.

## PART III: PROGRAM NARRATIVE

### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

#### HANDLING OF CHILDREN'S FUNDS, ALLOWANCES & SALARIES

##### Section 17

Children/youth awaiting placement in the SBTS, are to have their belongings inventoried and secured in a centralized locked location. This will help to safeguard the child/youth's belongings while ensuring he/she leaves with the items he/she brought into the facility. Also, these actions will assist in ensuring the general safety of the child/youth and everyone inside the facility.

The screening and storing away of the belongings are to take place in the child/youth's presence. Children/youth are to be advised that they will be able to access items from their stored belongings, with staff monitoring.

Staff cannot physically search the child/youth or his/her belongings.

Staff, with the child/youth's consent, are to complete the CFS 222: Inventory of Personal Belongings of Child/Youth in Office. The CFS 222 is to be signed by the child/youth. If the child/youth does not consent to the inventory, he/she is to sign his/her refusal on the CFS 222 and/or staff is to sign it confirming the refusal. The item (i.e., backpack, purse, etc.) containing the belongings will still be required to be stored in the centralized locked location. The child/youth is to be advised that the items will be made available to him/her with staff monitoring.

As part of the screening process, staff may ask the child/youth if he/she has any items in his/her possession, which could be used as a weapon or is otherwise not allowed. The following items are considered contraband and will need to be confiscated:

- Cigarettes (including E-Cigarettes), alcohol, marijuana and illegal substances, Lighters or matches,
- Weapons or items that could be used as a weapon (could include items with sharp protruding edges), and
- Chemicals.

If any of the above items are among the child/youth's belongings, social workers (SWs) are to notify the supervising social services practitioner (SSSP). If the SSSP is not available, the Duty SSSP must be notified. The SSSP (or Duty SSSP) will notify the child welfare services manager (CWSM). The CWSM will contact County Counsel or Law Enforcement (LE) regarding the procedures for disposal of the contraband.

**Note:** LE cannot be called to do a search of a child/youth based only on a suspicion he/she has a weapon. LE can be called if the youth is acting in a dangerous manner to self or others. LE would then make the determination whether to search the child/youth based on the threat assessment.

## PART III: PROGRAM NARRATIVE

### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

#### CHORES

##### Section 18

It is not anticipated chores will be assigned in a regular manner over an extended period as children are only allowed to be on-site for 72 hours. Nevertheless, youth are responsible for maintaining their living area in a neat and orderly manner, and to respect the rights of others. SBTS believes in promoting life skill development for youth such as being respectful of others' space, cleaning after meals, and sharing a living environment. It is expected youth will help with common household tasks such as cleaning, mopping floors, taking out trash, and cooking.

### PART III: PROGRAM NARRATIVE

#### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

##### NUTRITION/SAMPLE MENU

###### Section 19

Children will receive three meals (breakfast, lunch, dinner) and two snacks daily as indicated on the following sample menu.

Menu 1 (Sample)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Breakfast 7 am to 8 am	Breakfast Burritos Fruit	Oatmeal 1 Apple Whole grain toast	Pancake Bacon Fruit	Whole grain cereal Fruit Muffin	Oatmeal w/brown sugar 1 Orange Whole grain toast	Whole grain cereal Fruit Yogurt Whole grain toast	Whole grain waffles Peaches Yogurt
Lunch 12 pm to 1 pm	Cheese Quesadilla Refried Beans Salad	Spaghetti w/sauce Mixed vegetables Garlic bread	Grilled cheese and tomato sandwich Soup Carrots	Hot dogs Mac and cheese Mixed fruit	Chicken sandwich Mixed salad Fruit	Pizza Mixed salad	Beans and rice burritos Fruit
Snack 3 pm to 3:30 pm	String Cheese Pretzels	Apple slices Peanut butter Crackers	Carrots Ranch dressing	Celery and peanut butter	Granola bar and apple	Whole wheat crackers w/peanut butter Fruit	Muffin and milk or juice
Dinner 6 pm to 7 pm	Veg. Chili and rice Mixed salad	Baked chicken Vegetable Rice Whole grain roll	Shepherd's pie Mixed greens	Chicken enchiladas Beans Salad	Hamburger Roasted potatoes Salad	Lasagna Salad Garlic bread	Spicy Sausage Beans and rice Mixed greens
Snack 8 pm to 8:30 pm	Granola bar and yogurt	Yogurt Banana	Fruit Pretzels	Fruit Whole wheat crackers Peanut Butter	Yogurt Banana	Celery Peanut butter	Apple slices Peanut butter

**Note: Lowfat milk and/or juice will be served with meals and snacks.**

## PART III: PROGRAM NARRATIVE

### C. GENERAL POLICIES AFFECTING CHILDREN PLACED

#### CLOTHING/INCIDENTALS

##### Section 20

Children in foster care are given allowances for clothing. The CFS/SOC 158C: Authorization for Clothing Allowance is used to request a clothing allowance payment. A clothing allowance is paid:

- On an initial/replacement (emergency) basis,
- From realigned AFDC-FC or non AFDC-FC funds (County Funded Foster Care [CFFC]), or
- When requested by the CFS SW and approved by the CFS Supervising Social Services Practitioner (SSSP).

The SW or Social Services Aides (SSA) may request a cash advance of no more than \$50.00 per day for expenditures required by the case plan and not provided by other sources of payment. Incidental and hygiene items may be obtained as needed. Regional offices and SBTS will stock items including:

- Lysol wipes,
- Paper/plastic ware,
- Feminine hygiene products (tampons and pads),
- Toothbrush,
- Toothpaste,
- Comb,
- Deodorant,
- Soap,
- Washcloth, and
- Duffle bags.



### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### STAFF SCHEDULE (LIC 500 OPTIONAL)

###### Section 21

Staffing will consist of eight (8) and ten (10) hour shifts. There will be a minimum of three (3) staff per six (6) children. Each shift will have, at a minimum, one SSSP and two of either a SSP, SWII or SSA. The number of staff will increase as needed. There are expected to be two (2) staff at night. Staff will be increased as needed.

Duties will include, but are not limited to: following a schedule for the children; engaging with the children (assisting with homework and activities), coordinate services such as telehealth and mental health services, coordinate with regional social worker or Central Placement Unit (CPU) to facilitate interviews for placement, communicate information about the child to the next shift staff, and enter data into CWS/CMS.

### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### STAFF QUALIFICATIONS

###### Section 22

- a. Description of qualification of staff including education, work experience, training  
SBTS staff will consist of the following:
- Child Welfare Services Manager (CWSM) has a Master's degree in social work, Human Services, Clinical Psychology, or Counseling with an emphasis in marriage, family or child psychology and has two (2) years of full time experience equivalent to a Supervising Social Service Practitioner in San Bernardino County. The CWSM manages a major program component of CFS and assists in planning, organizing, and directing the delivery of all social programs in a major region.
  - Supervising Social Service Practitioner (SSSP) has a Master's degree in Social Work (MSW) from a school accredited by the Council on Social Work Education, or a Master's degree in Human Services, Psychology, Counseling with an emphasis in marriage, family, and child counseling, or a closely related field, **and** two (2) years of experience equivalent to a Social Service Practitioner in San Bernardino County, performing complex social work assignments, comprehensive diagnostic assessments, in-depth clinical intervention, and treatment plans for a government social work agency. The SSSP organizes and supervises the work of a unit responsible for diagnostic assessments, developing and implementing complex treatment plans, and specialized service programs to assist individuals in restoring their capacity for social functioning.
  - Social Service Practitioner (SSP) has a Bachelor's degree in Social Work (BSW) from a school accredited by the Council of Social Work Education; or Thirty (30) semester/45 quarter units of graduate or upper division coursework in Behavioral Science, Psychology, Social Services/Human Services, Cultural and Gender Studies, or Human Development, **and** two (2) years of casework experience equivalent to a Social Worker II. The SSP provides diagnosis, assessment, intervention and case management support to individuals, groups, children and/or families with complex health, psychosocial or economic problems; handles most complex and specialized casework requiring knowledge of diagnostic and counseling modalities as applied to complex assignments in the children's protective services, adoption and family reunification.
  - Social Worker II (SW II) has a Bachelor's degree in Social Work (BSW) which included a social work internship, practicum, or field work experience; or a Bachelor's degree in Behavioral Science, Psychology, Sociology, Social Services, Human Services, or Human Development, **and** 480 hours of experience obtained in a supervised internship, practicum, or equivalent work or field work experience providing mental health, substance use disorder, or social work services such as interviewing and referring clients, non-clinical counseling, and social casework services in a human services agency. The SW II provides complex social work to assist individuals or families in enhancing their capacity for social functioning; assists in developing social service resources.

- Social Service Aide (SSA) has 24 semester/36 quarter units of completed college coursework in behavior/social science or humanities; or twelve (12) months of experience in a human/social services program, which included interviewing clients to assess human services needs, assisting individuals in obtaining tangible services, and explaining rules, policies, and program services to clients. The SSA performs a variety of functions to assist in the delivery of social service programs. SSAs receive formal in-service training and/or supervised field experience.

### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### JOB DESCRIPTIONS

###### Section 23

- SBTS Facility Administrator (Duties shared by two CWSMs). In addition to tasks noted and contained in the classification statements, will be:
  - On-site for 20 hours/week.
  - Reporting to the CFS Assistant Director.
  - A Qualified Facility Manager under Title 22 California Code of Regulations (CCR).
- SBTS Site Supervisor (SSSP or CWSM). In addition to the tasks noted and contained in the classification statements, will:
  - Oversee the site Social Service staff,
  - Review the engagement of staff with youth regarding site-specific reporting, operations, protocols and activities.
  - Supervisory staff will report to the SBTS Facility Administrator.
- SBTS Social Service staff (two staff, both of whom are either SSP, SWII or SSA). In addition to the tasks noted and contained in the classification statements, social service staff will:
  - Actively engage with youth in accordance with policy,
  - Review the Case Plan to identify service needs,
  - Monitor behavior and progress on case and service plans.
  - Report to the SBTS Site Supervisor.

### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### INSERVICE TRAINING FOR STAFF

###### Section 24

Staff receive annual in-service education as mandated. Additionally, bi-weekly check-in meetings will address training needs. All staff will complete the necessary certification (40 hours within 90 days and 20 hours annually thereafter) and CPR/First Aid requirements.

The Performance, Education & Resource Centers (PERC) provides training and development services to Children and Family Services (CFS) and tracks the required training hours for social work staff by using a Learning Management System (LMS). PERC provides the following services:

- A listing of mandated trainings to CFS and their partners,
- Confers with Child Welfare Development Services (CWDS) and CFS leadership on trainings open to all Southern California Counties and trainings open only to San Bernardino County regarding:
  - Training topics, and
  - Enrollment.
- Designs, develops and delivers training to CFS staff in the regional offices, PERC or collaborates with CFS leadership team to develop training material to be delivered by PERC or CFS leadership within their regions,
- Informs CFS leadership of upcoming training opportunities and promotes these trainings by way of flyer alerts, brochures, etc. sent via email to all CFS staff to encourage enrollment,
- Lists mandatory and optional training events through PERC's LMS,
- Reviews the CFS 40: Social Worker Training Record for CFS approval of training hours, and
- Submits a report to CFS leadership regarding mandatory training hours for CFS staff.

## PART III: PROGRAM NARRATIVE

### D. STAFFING/ADMINISTRATIVE ORGANIZATION

#### ADMINISTRATION

##### Section 25

SBTS will be a facility operating under the Placement Resources Division (PRD) of Children and Family Services (CFS) of San Bernardino County. SBTS staff will be under the direct chain of command of PRD, with all attendant obligations. The CFS PRD Deputy Director will oversee operations of the facility. Other administrative prerogatives include:

1. Prior to county placement of a child, the county shall notify CDSS utilizing the Continuum of Care Reform inbox at [ccr@dss.ca.gov](mailto:ccr@dss.ca.gov).
2. Care shall be available exclusively as a last resort for children for whom a placement change was unavoidable, or a different placement alternative was not available.
3. Care decisions shall be made consistent with medical or public health guidance from the child's health provider and/or local public health officials. SBTS shall adhere to the local public health department's guidelines for providing a healthy and safe residential care environment and incorporate policies and procedures provided by CDSS, in consultation with the Department of Public Health, to support prevention, containment and mitigation of COVID-19.
4. The county shall ensure necessary services, including specialty mental health services, parent and sibling visitations, child and family team engagement and educational services are provided to the child.
5. The licensee, SBTS, shall ensure trauma-informed, developmentally appropriate engagement and enrichment opportunities to children while placed in the facility.
6. A licensee is responsible for consulting with the local public health department to obtain a child's medical clearance at the earliest time possible to ensure a child does not continue placement in the facility when no longer necessary.
7. The county shall ensure that whenever a child, who is lacking an identified home-based caregiver is placed in the facility, daily intensive efforts will be made to ensure a child does not remain placed in the facility longer than 72 hours.
8. The provider shall comply with directives of a local health department officer and shall not restrict CDSS, CDPH, local health department officials, healthcare providers, and essential government authority from entering or conducting investigations at the facility.

#### **Staff Duties**

9. The licensee shall be responsible for ensuring care and supervision of the children in placement, including providing a safe, healthy, and comfortable home where they are treated with respect.
10. The licensee shall be responsible for ensuring, as applicable, the personal rights described in Welfare and Institutions Code §16001.9.

#### **Reporting Requirements/Childrens' Records**

11. The licensee must report to CDSS and the child's authorized representative of any incident that affects the health and safety of any child or staff in the facility no later than the next business day of its occurrence.



12. The licensee shall immediately create a client file for each child that includes the following:
  - a. The child's most recent needs and services plan, as applicable.
  - b. Documentation of medical and public health consultation regarding COVID-19.
  - c. An emergency authorization card with the following:
    - a. Emergency contact information.
    - b. Consent for emergency attention.
    - c. Documentation of the administration of medication.
    - d. Identification allergies or special needs, including developmental or behavioral.
    - e. Any dietary restrictions.
  - d. Any other additional information pertinent to the care and supervision of the child.
  - e. Date of medical clearance.
13. Licensee is required to report to CCL when a COVID positive youth is accepted.
14. Notify CCL if a child stays beyond the 72-hour period due to placement issues.

#### **Physical Plant**

15. A copy of this waiver shall be posted in a prominent location visible to anyone who utilizes the facility.
16. The facility's bedroom capacity should be 2 to a room based on age, gender, room size, and bed capacity.
17. The facility setting should have age appropriate equipment, such as sleeping and bedding materials.
18. Face-to-face visits should be consistent with screening protocols and social distancing guidelines provided by CDC and resources identified in PIN 20- 06- CRP.
19. The licensee shall enhance cleaning and sanitation practices consistent with CDC guidance, which includes but is not limited to the following:
  - a. Sinks for preparing food and washing hands shall be separate.
  - b. Frequently used surfaces, such as bathrooms, door handles, and sinks shall be regularly sanitized throughout the day.

### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### VOLUNTEERS

###### Section 26

There are a number of volunteer and optional staff affiliated with CFS who will be trained in trauma-informed practices and that may participate at SBTS. These include:

- Volunteers,
- Peer and Family Assistants (PFA),
- Resource Family Specialists (RFS), or
- Masters/Bachelors in Social Work (MSW/BSW) interns.

All employees are required to undergo background checks prior to assuming their positions, which would include PFAs and RFSs. PFAs are former foster youth that work with CFS social workers to encourage youth who may not wish to participate in various CFS activities, such as transitional conferences. PFAs provide peer counseling and services to help foster youth. PFAs understand their concerns firsthand, provide linkages to services and help recruit foster youth into the Independent Living Program (ILP).

The primary role of the RFS is to serve as an advocate for caregivers and support for social workers (SWs) by ensuring awareness of program activities while providing guidance and support to meet permanency goals for the children.

Human Services (HS) Personnel requires Interns to complete a sign-in sheet monthly indicating the dates they participated in field practicum, times of arrival and departure, total hours and a signature from the Field instructor or preceptor verifying accuracy of the document. This form shall be completed by the Interns and signed by the Field Instructor, then submitted to the HS Volunteer Coordinator, 0525 HS Personnel by the end of each month.

The non-CFS intern is required to be fingerprinted and undergo a background check before being permitted access to confidential information. Such approval must be withheld until the background check results have been received.

### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### CONTROL OF REAL PROPERTY

###### Section 27

The facility at located at 4070 Acre Lane, San Bernardino CA 92407 will be owned or leased by San Bernardino County under the direction of county Real Estate Services.

Property owner: Francisco J. Tellez  
20485 Via Castile  
Yorba Linda, CA 92886

The Fire Clearance for the San Bernardino County Transitional Shelter (SBTS) will be ordered.

Attached here the lease for the facility:

See Attachment

PART III: PROGRAM NARRATIVE

D. STAFFING/ADMINISTRATIVE ORGANIZATION

FACILITY SKETCH

Section 28

See Attachment

### PART III: PROGRAM NARRATIVE

#### D. STAFFING/ADMINISTRATIVE ORGANIZATION

##### PAY WARRANTS

##### Section 29

Payment of staff is conducted through HS Payroll of San Bernardino County.

PART III: PROGRAM NARRATIVE

D. STAFFING/ADMINISTRATIVE ORGANIZATION

BOARD OF DIRECTORS STATEMENT  
Section 30

**(INAPPLICABLE – COUNTY AGENCY)**



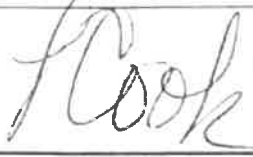


ORIENTATION/APPLICATION PROCESS  
CERTIFICATE OF COMPLETION

**Nancy Satterwhite**

Name of Applicant

**COMPONENT I - CATEGORY SPECIFIC ORIENTATION SESSION**

<b>December 8, 2021</b>	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

**COMPONENT II - FACE TO FACE INTERVIEW**

Date Attended	Person Attending	Job Title	Evaluator's Signature

**COMPONENT III - CATEGORY SPECIFIC ORIENTATION/TRAINING**

	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

Effective Date of License	Authorized Signature
---------------------------	----------------------



## ORIENTATION/APPLICATION PROCESS CERTIFICATE OF COMPLETION

**Dr. Timothy Hougen**

Name of Applicant

### COMPONENT I - CATEGORY SPECIFIC ORIENTATION SESSION

<b>December 8, 2021</b>	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

### COMPONENT II - FACE TO FACE INTERVIEW

Date Attended	Person Attending	Job Title	Evaluator's Signature

### COMPONENT III - CATEGORY SPECIFIC ORIENTATION/TRAINING

	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

Effective Date of License	Authorized Signature
---------------------------	----------------------



## ORIENTATION/APPLICATION PROCESS CERTIFICATE OF COMPLETION

**Rosie Mayzum**

Name of Applicant

### COMPONENT I - CATEGORY SPECIFIC ORIENTATION SESSION

<b>December 8, 2021</b>	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

### COMPONENT II - FACE TO FACE INTERVIEW

Date Attended	Person Attending	Job Title	Evaluator's Signature

### COMPONENT III - CATEGORY SPECIFIC ORIENTATION/TRAINING

	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

Effective Date of License	Authorized Signature
---------------------------	----------------------




## ORIENTATION/APPLICATION PROCESS CERTIFICATE OF COMPLETION

**Hannah Gutierrez**

Name of Applicant

### COMPONENT I - CATEGORY SPECIFIC ORIENTATION SESSION

<b>December 8, 2021</b>	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

### COMPONENT II - FACE TO FACE INTERVIEW

Date Attended	Person Attending	Job Title	Evaluator's Signature

### COMPONENT III - CATEGORY SPECIFIC ORIENTATION/TRAINING

	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature


Effective Date of License	Authorized Signature
---------------------------	----------------------



## ORIENTATION/APPLICATION PROCESS CERTIFICATE OF COMPLETION

**Rod O'Handly**  
Name of Applicant

### COMPONENT I - CATEGORY SPECIFIC ORIENTATION SESSION

<b>December 8, 2021</b>	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

### COMPONENT II - FACE TO FACE INTERVIEW

Date Attended	Person Attending	Job Title	Evaluator's Signature

### COMPONENT III - CATEGORY SPECIFIC ORIENTATION/TRAINING

	<b>Riverside</b>	<b>Transitional Shelter Care Facility</b>	
Date Attended	District Office	Facility Category	Evaluator's Signature

Effective Date of License	Authorized Signature
---------------------------	----------------------

**FACILITY SKETCH (Yard)**

The yard sketch should show all buildings in the yard including the home (with no detail), garage and storage building. Include walks, driveways, play area, fences, gates. Show any potential hazardous area such as pools, garbage storage, animal pens, etc. Show the overall yard size. Try to keep the sizes close to scale. Use the space below.

FACILITY NAME:

Isolation Quarantine Shelter

ADDRESS:

4070 Acre Lane San Bernardino CA 92407

# See attached Layouts



**FACILITY SKETCH (Floor Plan)**

Applicants are required to provide a sketch of the floor plan of the home or facility and outside yard. The floor sketch must label rooms such as the kitchen, bath, living room, etc. Circle the names of the rooms that will be used by staff/residents/clients/children. Door and window exits from the rooms must be shown in case of an emergency (see Emergency Disaster Plan). Show room sizes (e.g. 8.5 x 12). Keep close to scale. Use the space below. See back for yard sketch.

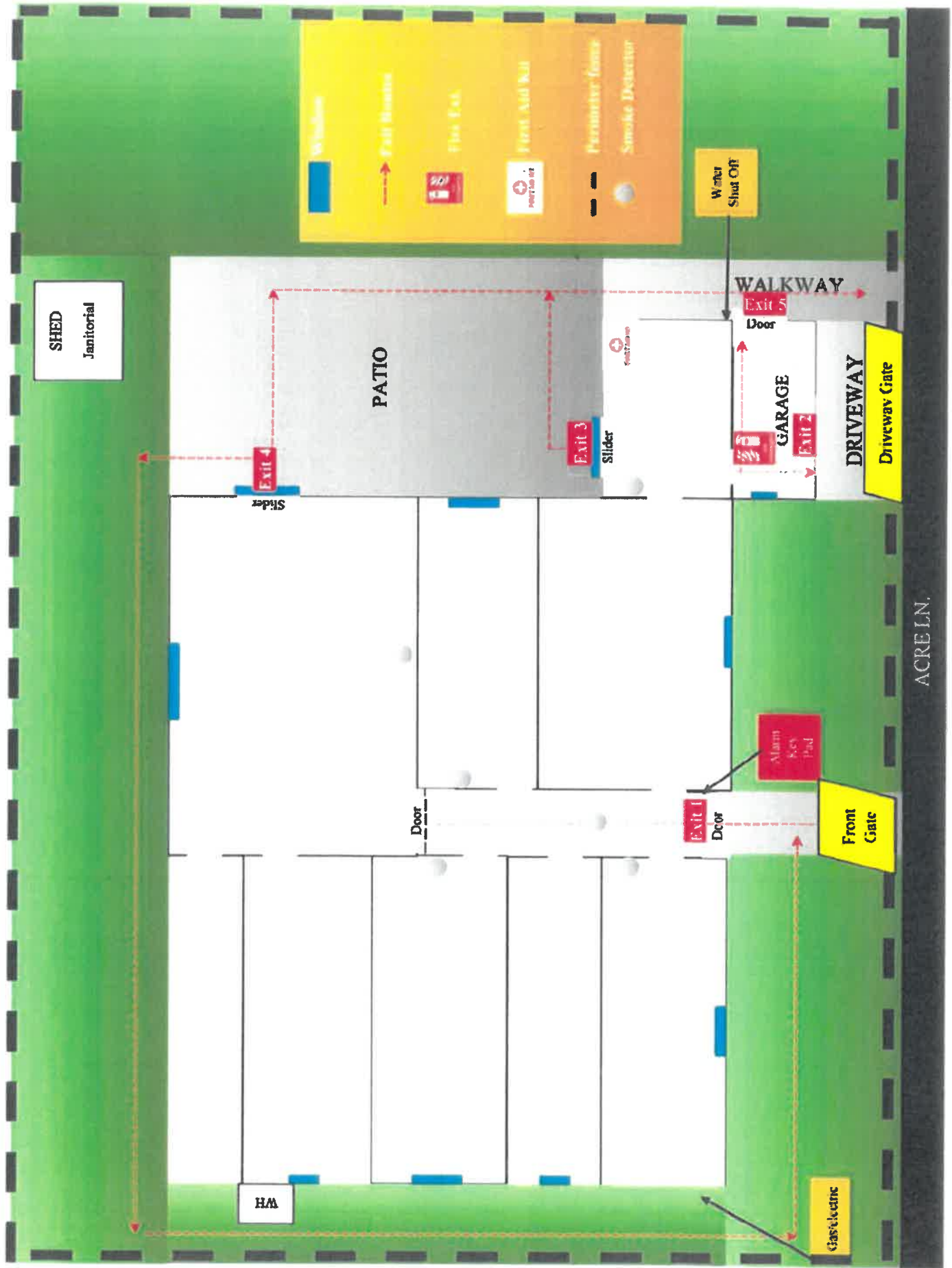
FACILITY NAME:

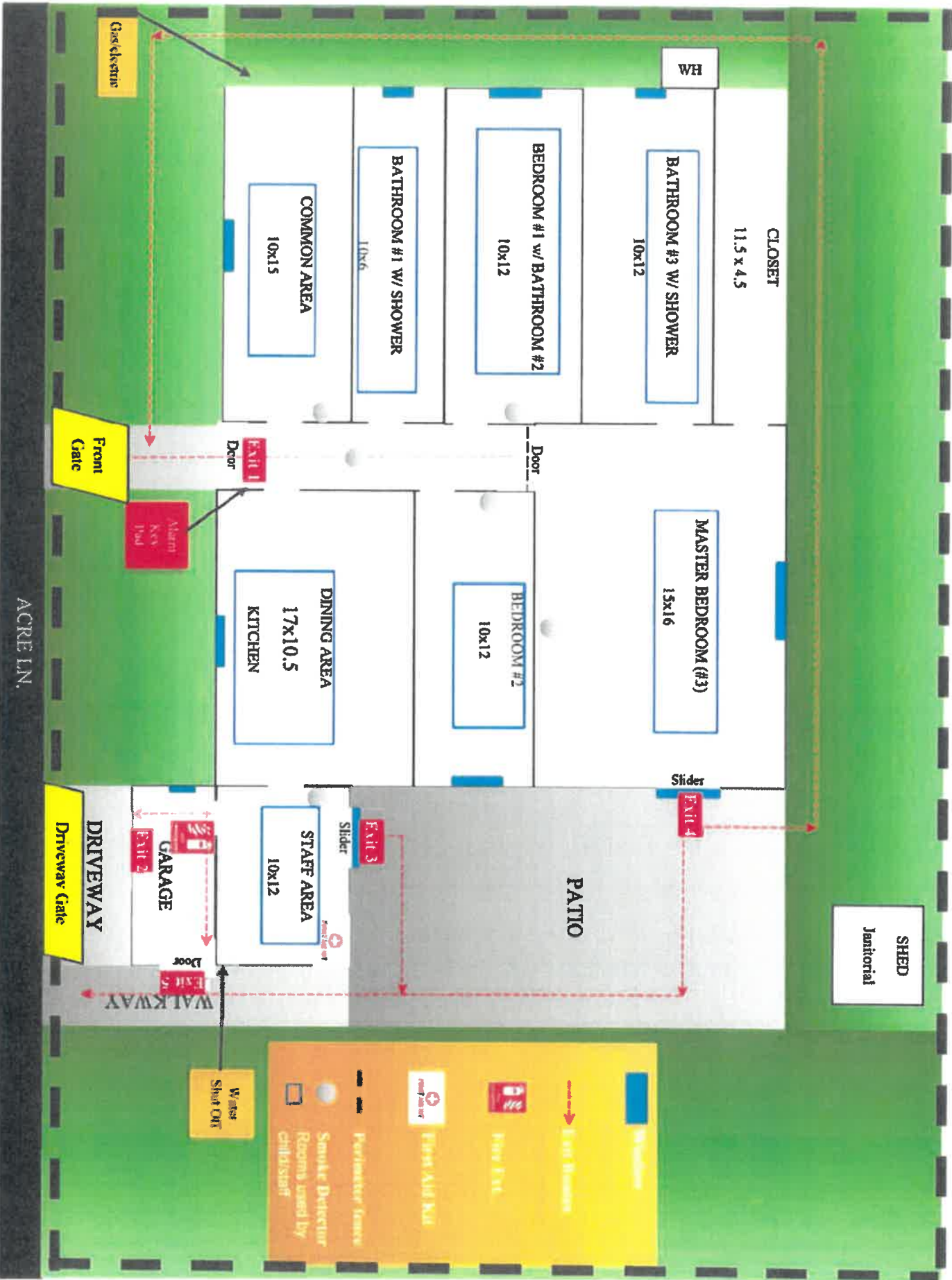
Isolation Quarantine Shelter

ADDRESS:

4070 Acre Lane San Bernardino CA 92407

# See attached Layouts







Contract Number

SAP Number

## Real Estate Services Department

Department Contract Representative Telephone Number Terry W. Thompson, Director  
(909) 387-5252

Contractor Tellez, Francisco J  
Contractor Representative Tellez, Francisco J  
Telephone Number (714) 715-1982  
Contract Term 02/01/2021 – 01/31/2022  
Original Contract Amount \$33,600.00  
Amendment Amount  
Total Contract Amount \$33,600.00  
Cost Center 780001000  
GRC/PROJ/JOB No. 57004116  
Internal Order No.

### Briefly describe the general nature of the contract:

This residential lease agreement is for a period of one (1) year for the real property and improvements located at 4070 Acre Lane, San Bernardino, California, consisting of approximately 19,840 square feet of land improved with an approximately 1,826 square foot four bedroom, 2.5 bathroom single-family residence with an attached two-car garage.

Approved as to Legal Form

► SEE SIGNATURE PAGE  
Agnes Cheng, Deputy County Counsel

Date

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Jim Miller, Real Property Manager, RESD

Date

**COUNTY OF SAN BERNARDINO**  
**RESIDENTIAL LEASE AGREEMENT**

**LANDLORD:** Tellez, Francisco J  
20485 Via Castile  
Yorba Linda, CA 92886

**COUNTY:** County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue  
San Bernardino, CA 92415-0180

**PREMISES:** The real property and improvements located at 4070 Acre Lane, San Bernardino, California, consisting of approximately 19,840 square feet of land, commonly known as APN 0271-021-19, with an approximately 1,826 square foot four bedroom 2.5 bathroom single-family residence with an attached two-car garage.

**TERM OF LEASE:** One (1) year

**OPTIONS:** None

**COMMENCEMENT DATE OF LEASE:** February 1, 2021

**MONTHLY RENT:** \$2,800

**COUNTY CONTRACT NUMBER:**

**DOCUMENT REVISION DATE:**

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## RESIDENTIAL LEASE AGREEMENT

1. **PARTIES:** This Residential Lease Agreement (the "Lease") is made between Tellez, Francisco J ("LANDLORD") as landlord, and County of San Bernardino ("COUNTY"), as tenant, who agree as follows:

2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from COUNTY the real property and improvements located at 4070 Acre Lane, San Bernardino, California, consisting of approximately 19,840 square feet of land (commonly known as APN 0271-021-19 improved with an approximately 1,826 square foot four (4) bedroom, two and a half (2.5) bathroom unfurnished, single-family residence (wood frame, stucco construction with a composite shingle roof) with an attached two-car garage (collectively, the "Premises"), as more particularly described in and generally shown on Exhibit "A", Premises Description & Depiction, attached hereto and made a part hereof. If COUNTY re-keys existing locks or opening devices at the Premises, COUNTY shall deliver copies of all keys to LANDLORD.

3. **TERM:** This Lease shall commence on February 1, 2021 and shall expire on January 31, 2022, unless earlier terminated in accordance with the provisions of this Lease ("Term").

4. **RENT:** COUNTY shall pay to LANDLORD in arrears on or before the last day of each calendar month during the Lease Term, the monthly rent for the Premises of Two Thousand Eight Hundred Dollars (\$2,800.00), but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Monthly rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month. LANDLORD agrees to accept all monthly rent for the Premises and other payments due from COUNTY to LANDLORD under the Lease via electronic payments directly deposited to LANDLORD's designed bank account. LANDLORD shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments. In addition, on or before the date LANDLORD executes the Lease, LANDLORD shall register with COUNTY's then current electronic procurement system.

5. **USE:** The Premises shall only be used by COUNTY as a Child and Family Services residence.

6. **RETURN OF PREMISES:**

A. Upon the expiration or earlier termination of the Term, COUNTY shall return the Premises to LANDLORD in as good a condition as received on the Commencement Date, ordinary wear and tear and conditions noted on Exhibit "B", Inventory and Damages Acknowledgement excepted, and free of all of COUNTY's personal property and trash.

B. Right to Pre-Move-Out Inspection and Repairs. (i) Prior to the expiration or earlier termination of the Term of this Lease, COUNTY has the right to request that an inspection of the Premises take place prior to expiration or earlier termination of the Lease. If COUNTY requests such an inspection, COUNTY shall be given an opportunity to remedy identified deficiencies prior to expiration or earlier termination, consistent with the terms of this Lease. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Surrender Repairs") shall be made at COUNTY's expense. Surrender Repairs may be performed by COUNTY or through others who have adequate insurance and licenses. The Surrender Repair work shall comply with applicable law, including governmental permit, inspection and approval requirements. Surrender Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing

materials. It is understood that exact restoration of appearance or cosmetic items following all Surrender Repairs may not be possible. (iii) COUNTY shall (a) obtain receipts for the Surrender Repairs performed by others; (b) prepare a written statement indicating the Surrender Repairs performed by COUNTY and the date of such Surrender Repairs, and (c) provide copies of receipts and statements to LANDLORD.

7. **SECURITY DEPOSIT:** COUNTY will pay to LANDLORD a security deposit of one month's rent of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800) along with its payment of the first month's rent for the Lease Term.

A. The security deposit may be used by LANDLORD as reasonably necessary for TENANT's uncured default in the payment of rent and LANDLORD's discharge of COUNTY's obligations under this Lease. If so used by LANDLORD, COUNTY agrees to reinstate said total security deposit to an amount equal to one month's rent.

B. Within twenty one (21) days after TENANT vacates the Premises, LANDLORD shall: (1) furnish to TENANT an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g) and (2) return any remaining portion of the security deposit to TENANT..

8. **MAINTENANCE:**

A. COUNTY's obligation. COUNTY agrees to (i) perform routine interior maintenance for the residence at the Premises, such as changing light bulbs; (ii) perform routine exterior landscaping maintenance the Premises, such as weed abatement, and (iii) provide housekeeping and pest management services for the residence and keep the Premises in a clean and tidy condition..

B. LANDLORD's obligation. Except as provided in Paragraph 8.A and except to the extent caused by the negligence or intentional misconduct of COUNTY, LANDLORD agrees to perform all other maintenance, repair, replacements at the Premises and all components thereof, including, but not limited to the structural elements, such as the roof, foundation, and exterior walls; all utility systems, such as electrical, gas, water, and sewer; all heating, ventilation, and air-conditioning (including changing filters) and plumbing systems and the garage door; and all fixtures and LANDLORD-owned appliances provided within the residence of the Premises. COUNTY shall immediately notify LANDLORD, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the Premises.

9. **ALTERATIONS:** COUNTY may not construct, improve or modify the Premises unless COUNTY has first obtained the written approval of LANDLORD and LANDLORD shall have the right to charge COUNTY to restore the Premises to the condition it was prior to any construction, improvements, or modifications done without LANDLORD consent. All permitted alteration or improvement work shall be done in conformity with all COUNTY, State and City, and Fire and building regulations applicable to said work including any and all required permits. The cost of said alteration or improvement, including permits, shall be solely borne by COUNTY. The parties hereto agree that any alteration or improvement work constructed or installed by COUNTY hereunder shall become the property of the LANDLORD and shall be surrendered along with the Premises upon termination of this Lease without restoration of the Premises to the condition it was in prior to any alterations/improvements.

10. **ASSIGNMENT AND SUBLETTING:** COUNTY shall not assign this Lease or sublet Premises or any portion thereof without the prior written consent of LANDLORD in its sole discretion.

11. **INSPECTION OF PROPERTY:**

A. Subject to Paragraph 11.B, COUNTY shall make Premises available to LANDLORD or LANDLORD's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold) that LANDLORD has the right or obligation to perform under this Lease; providing decorations, alterations or improvements, or supplying necessary or agreed services that LANDLORD has the right or obligation to perform under this Lease; serving or posting any notices required by law; or showing the Premises to prospective or actual purchasers, mortgagees, lenders, appraisers, and showing the Premises to prospective tenants during the last three (3) months of the Term.

B. LANDLORD and COUNTY agree that not less than 24-hour written notice shall be reasonable and sufficient notice for entry pursuant to Paragraph 11.A, except as follows: (i) 48-hour written notice is required to conduct an inspection of the Premises prior to the COUNTY moving out, unless an authorized agent of the COUNTY waives in writing the right to such notice. (ii) No notice is required to enter in case of an emergency that is life-threatening or will result in imminent and substantial damage and destruction of the Premises or (iii) if the COUNTY has abandoned or surrendered the Premises.

12. **UTILITIES:** COUNTY shall pay all service charges and related taxes for electric, water, gas, sewer and trash, and all other utilities. LANDLORD shall be responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. The COUNTY shall furnish and pay for its own telephone and internet service.

13. **INDEMNIFICATION:** LANDLORD agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Lease from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. LANDLORD's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provision of the Lease shall survive the expiration or earlier termination of the Lease.

14. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. COUNTY is a self-insured public entity.

B. LANDLORD agrees to provide insurance set forth in accordance with the requirements herein. If LANDLORD uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LANDLORD agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Lease.

Without in anyway affecting the indemnity herein provided and in addition thereto, LANDLORD shall secure and maintain throughout the Lease Term the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of LANDLORD and all risks to such persons under the Lease.

If LANDLORD has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by COUNTY's Director of Risk Management.

If LANDLORD is a non-profit corporation, organized under California or Federal law, volunteers for LANDLORD are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – LANDLORD shall carry General Liability Insurance covering all operations performed by or on behalf of LANDLORD providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Commercial Property Insurance providing all risk coverage for the Premises, Building, fixtures, equipment and all property constituting a part of the Premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If LANDLORD is transporting one or more non-employee passengers in relation to the Lease, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If LANDLORD owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(5) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and

shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

c. If LANDLORD performs any construction of the Premises on behalf of COUNTY, LANDLORD shall also procure and maintain coverages as follows:

(1) For construction contracts for projects over One Million Dollars (\$1,000,000) and less than Three Million Dollars (\$3,000,000) require limits of not less than Three Million Dollars in General Liability and Auto Liability coverage.

(2) For construction contracts for projects over Three Million Dollars (\$3,000,000) and less than Five Million Dollars (\$5,000,000) require limits of not less than Five Million Dollars (\$5,000,000) in General Liability and Auto Liability coverage.

(3) For construction contracts for projects over Five Million Dollars (\$5,000,000) and less than Ten Million Dollars (\$10,000,000) require limits of not less than Ten Million Dollars (\$10,000,000) in General Liability and Auto Liability coverage.

(4) LANDLORD agrees to require all parties, subcontractors, or others, including, but not limited to, architects, it hires or contracts with in relation to the Lease to provide insurance covering the contracted operations with the requirements in this Paragraph 14, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured. LANDLORD agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(5) Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

d. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the Lease. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

e. Waiver of Subrogation Rights – LANDLORD shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LANDLORD and LANDLORD's employees or agents from waiving the right of subrogation prior to a loss or claim. LANDLORD hereby waives all rights of subrogation against COUNTY.

f. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

g. Severability of Interests – LANDLORD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LANDLORD and COUNTY or between COUNTY and any other insured or additional insured under the policy.

h. Proof of Coverage – LANDLORD shall furnish Certificates of Insurance to COUNTY's RESD administering the Lease evidencing the insurance coverage at the time the Lease is executed, additional endorsements, as required, shall be provided prior to the Commencement Date, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY RESD, and LANDLORD shall maintain such insurance from the time the Lease is executed until the expiration or earlier termination of the Lease. Within fifteen (15) days of the Commencement Date, LANDLORD shall furnish a copy of the declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

i. Acceptability of Insurance Carrier – Unless otherwise approved by COUNTY's Director of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

j. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by COUNTY's Director of Risk Management.

k. Failure to Procure Coverage – All insurance required must be maintained in force at all times by LANDLORD. In the event that any policy of insurance required under the Lease does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the Lease or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by LANDLORD or COUNTY payments to LANDLORD will be reduced to pay for COUNTY purchased insurance.

l. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever COUNTY's Director of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if COUNTY's Director of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Lease. LANDLORD agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY RESD or COUNTY.

m. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LANDLORD in LANDLORD's operations.



n. LANDLORD agrees to require all parties, subcontractors, or others it hires or contracts with in relation to the Lease to provide insurance covering the contracted operation with the requirements in this Paragraph 14, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured.

15. **DESTRUCTION OF PREMISES:**

A. If the Premise are totally or partially damaged by casualty that renders the Premises totally or partially uninhabitable, either LANDLORD or COUNTY may terminate this Lease by giving the other written notice of termination within thirty (30) days after the occurrence of the casualty; in which case, COUNTY shall pay rent through the date of the casualty.

B. If the Lease is not terminated pursuant to Paragraph 15.A, , then LANDLORD shall, at LANDLORD's sole cost and expense, restore the Premises and repair any damages caused by such casualty to the condition existing immediately prior to the casualty as soon as reasonably possible and this Lease shall continue in full force and effect, provided that, there shall be an abatement or reduction of the rent between the date of destruction and the date of completion of restoration. The abatement or reduction of the rent shall be in proportion to the degree to which COUNTY's use of the Premises is impaired and not subsequently used by COUNTY.

16. **NOTICES:** Except as otherwise set forth in this Lease, any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Except as otherwise set forth in this Lease, any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Except as otherwise set forth in the Lease, notices shall be deemed delivered and effective upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered in accordance with this paragraph.

LANDLORD's address:      Tellez, Francisco J  
   20485 Via Castle  
   Yorba Linda, CA. 92886

COUNTY's address:      County of San Bernardino  
   Real Estate Services Department  
   385 North Arrowhead Avenue  
   San Bernardino, CA 92415

17. **INCORPORATION OF PRIOR AGREEMENT:** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

18. **WAIVERS:** No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

19. **AMENDMENTS:** No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Lease.

20. **JOINT AND SEVERAL LIABILITY.** In the event that one or more individuals and/or entities comprise LANDLORD, all obligations of each individual and/or entity named as LANDLORD under the Lease are joint and several and may not be waived or apportioned except by written consent of COUNTY. COUNTY may recover monies due or remedies available from any one or all individuals and/or entities named as LANDLORD under the Lease at COUNTY's sole option.

21. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.

22. **TIME OF ESSENCE:** Time is of the essence of each provision of this Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

23. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by COUNTY hereunder, LANDLORD shall secure to COUNTY during the Lease Term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

24. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

25. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval unless otherwise specified in the relevant paragraph.

26. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.

27. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.

28. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under **Paragraph 13, INDEMNIFICATION** and **Paragraph 43, PUBLIC RECORDS DISCLOSURE.**

29. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of the State of California, San Bernardino County. Each party hereby waives any law, statute (including but not limited to the Code of Civil Procedure section 394) or rule of court which would allow them to

request or demand a change of venue. If any action or claim concerning this Lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, San Bernardino County.

30. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this Lease shall have no effect on its interpretations.

31. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the Term of this Lease, will survive the termination of this Lease.

32. **BROKER'S COMMISSIONS:** LANDLORD is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.

33. **COMPLIANCE WITH LAWS:** COUNTY shall comply with all applicable ordinances, laws, rules, regulations, now and thereafter made affecting specific use of the Premises.

34. **PROHIBITED ACTIVITY:** No vehicle of any kind shall be parked on the lawn area of the Premises at any time. Inoperable vehicles shall not be stored on the Premises except within the enclosed detached garage. Vehicle repair of any kind is not permitted anywhere on or within the Premises. COUNTY is prohibited from storing, releasing, or disposing of hazardous substances in, on or about the Premises and COUNTY shall be responsible for any damage to the Premises, including without limitation, any hazardous substances contamination and remediation.

35. **CONDEMNATION:** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as of the date the condemning authority takes title or possession, whichever first occurs.

36. **LANDLORD'S DEFAULT.** Except where another time period is specifically provided or is required by law, LANDLORD shall be in default of the Lease if LANDLORD fails or refuses to perform any material provisions of the Lease and such failure or refusal to perform is not cured within thirty (30) days following LANDLORD's receipt of written notice of default from COUNTY; provided however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, LANDLORD shall not be in default of the Lease if LANDLORD commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion, provided that such completion shall not exceed sixty (60) days after LANDLORD's receipt of COUNTY notice.

37. **COUNTY'S REMEDIES ON LANDLORD'S DEFAULT.** COUNTY may, at any time after LANDLORD is in default beyond any applicable notice and cure period, terminate the Lease immediately upon written notice to LANDLORD without further liability. Alternatively, COUNTY may, at its option and in its sole discretion, after notice to LANDLORD, cure LANDLORD's default. If COUNTY elects to cure LANDLORD's default, LANDLORD shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in curing LANDLORD's default. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of COUNTY's invoice to LANDLORD along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If

LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future monthly rent and other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

38. **COUNTY'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a material default of the Lease by COUNTY: (i) vacating or abandoning the Premises for more than thirty (30) consecutive days while monthly rent is concurrently in arrears; or (ii) failure by COUNTY to perform any material provisions of the Lease to be performed by COUNTY, including the payment of monthly rent, where such failure is not cured within thirty (30) days following COUNTY's receipt of written notice of default from LANDLORD; provided, however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, COUNTY shall not be in default of the Lease if COUNTY commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

39. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT.** LANDLORD may, at any time after COUNTY is in default beyond any applicable notice and cure period, exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the monthly rent or other sums due or otherwise declare any monthly Rent or other sums due to be immediately payable. Each and every covenant hereof to be kept and performed by COUNTY is expressly made a condition and upon the default thereof LANDLORD may, at its option, terminate the Lease, provided that LANDLORD shall use reasonable efforts to mitigate its damages. In the event of such default beyond any applicable notice and cure period, COUNTY shall continue to remain liable for the payment of the monthly rent, other sums due, and/or damages for default of the Lease; in which case, such monthly rent, other sums, and/or damages shall be payable to LANDLORD only at the same time and in the same manner as provided for the payment of monthly rent.

40. **TERMINATION:** LANDLORD or COUNTY shall have the right to terminate this Lease at any time and for any or no reason. The party terminating this Lease shall give the other party written notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. Rent shall be paid through the effective termination date. The Director of the Real Estate Services Department (RESA) shall have the right, on behalf of the COUNTY, to give notice of any termination pursuant to this paragraph.

41. **FORMER COUNTY OFFICIALS:** LANDLORD agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of LANDLORD. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials.)

42. **MATERIAL MISREPRESENTATION**. If during the Lease Term, COUNTY determines that LANDLORD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, COUNTY shall have the right, at its option, to terminate the Lease with immediately effect; in which case, COUNTY shall be entitled to pursue any available remedies under the Lease, at law, or in equity

43. **PUBLIC RECORDS DISCLOSURE**: LANDLORD acknowledges and agrees that all information received by COUNTY from LANDLORD or any source concerning the Lease or the Property, including the Lease itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 *et seq.*), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LANDLORD further acknowledges and agrees that, although all information received by COUNTY in connection with the Lease or the Property are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LANDLORD, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the Lease or the Property be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify LANDLORD of said request and shall thereafter disclose the requested information unless LANDLORD, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the Lease, if COUNTY does not notify LANDLORD of such disclosure request or if COUNTY does not deem LANDLORD's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LANDLORD waives any and all such claims against COUNTY. LANDLORD's indemnity obligation shall survive the expiration or earlier termination of the Lease.

44. **HOLDING OVER**: If the COUNTY continues in possession of the Premises after the expiration of the Term or after any earlier termination of this Lease prior to the expiration of the Term, and if said occupancy is with the implied or express consent of the LANDLORD, then COUNTY shall be deemed to be holding the Premises on a month-to-month tenancy subject to all the provisions of this Lease.

45. **AMERICANS WITH DISABILITY ACT INSPECTION**: The Premises have not been inspected by a Certified Access Specialist.

46. **STATUTORY DISCLOSURES**:

- a. ☐ **LEAD-BASED PAINT (If checked)**: Premises were constructed prior to 1978. In accordance with federal law, LANDLORD gives and COUNTY acknowledges receipt of disclosures on the attached form ([lead-paint disclosure form i.e., C.A.R. Form FLD]) and a federally approved lead pamphlet.
- b. ☐ **PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES)**:
  - i. ☐ LANDLORD has entered into a contract for periodic pest control treatment of the Premises and shall give COUNTY a copy of the notice originally given to LANDLORD by the pest control company.

- ii. ☐ Premises is a house. COUNTY is responsible for periodic pest control treatment.
- c. ☐ **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Lease, LANDLORD has given COUNTY a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached
- d. ☐ **BED BUGS:** LANDLORD has no knowledge of any infestation of the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. COUNTY shall report suspected bed bug infestation to LANDLORD or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs.
- e. ☐ **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (LANDLORD is not required to check this website. If COUNTY wants further information, COUNTY should obtain information directly from this website.)
- f. ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** COUNTY acknowledges receipt of the residential environmental hazards booklet.
- g. ☐ **MILITARY ORDNANCE DISCLOSURE:** Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- h. ☐ **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by COUNTY. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- i. ☐ **TENANT PROTECTION ACT OF 2019 NOTICE:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

47. **INTERPRETATIONS:** As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

48. **ENTIRE AGREEMENT:** The Lease contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

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49. **AUTHORIZED SIGNATORS:** The parties to this Lease represent that the signators executing this Lease are fully authorized to enter into this agreement.

**END OF LEASE TERMS.**

**COUNTY:**  
**COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Leonard X. Hernandez  
Chief Executive Officer

Date: \_\_\_\_\_

1/27/2021

**LANDLORD:**

By: \_\_\_\_\_

Tellez, Francisco J

Title: Owner

Date: \_\_\_\_\_

2/2/2021

By: \_\_\_\_\_

(name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County  
Counsel San Bernardino County, California

By: \_\_\_\_\_

Agnes Cheng, Deputy County  
Counsel

Date: \_\_\_\_\_

1/21/2021



**EXHIBIT "A"**  
**PREMISES DESCRIPTION & DEPICTION**

The real property and improvements located at 4070 Acre Lane, San Bernardino, California, consisting of approximately 19,840 square feet of land, commonly known as APN 0271-021-19, with an approximately 1,826 square foot four bedroom 2.5 bathroom single-family residence with an attached two-car garage, **as shown below.**



**EXHIBIT "B"**  
**INVENTORY AND DAMAGES ACKNOWLEDGEMENT**

The following is a list of items noted as damaged as of the commencement date of this Lease. The COUNTY shall not be obligated to repair/replace the following items.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

LANDLORD

DATE \_\_\_\_\_

COUNTY REPRESENTATIVE

DATE \_\_\_\_\_

**EXHIBIT "C"**  
**LIST OF FORMER COUNTY OFFICIALS**

**INSTRUCTIONS:** List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LANDLORD, the date the Official entered LANDLORD's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

**PERSONNEL REPORT****INSTRUCTIONS:**

This form is intended for keeping a current roster of all the facility personnel, other adults and licensees residing in the facility, including backup persons, volunteers and licensee if administrator/director. Show licensee/certificate number if applicable for specialized staff (e.g., Social Worker and other consultant(s)). Show coverage for twenty-four hour supervision in residential facilities. Report any changes in personnel to the licensing agency as required by regulations. Send original to Licensing Agency and retain copy in facility file.

NAME OF FACILITY <b>San Bernardino County Shelter Care</b>	FACILITY TYPE <b>Transitional Shelter</b>	FACILITY NUMBER
PREPARED BY <b>Jonathan Byers</b>	DATE <b>12-27-2021</b>	

**A. STAFF SUBJECT TO CRIMINAL BACKGROUND CHECK REQUIREMENTS:** The following staff members are subject to a criminal background check pursuant to Sections 1522, 1568.09, 1569.17 and 1596.871 of the Health and Safety Code. A California background clearance or a criminal record exemption shall be obtained prior to employment, residence or initial presence in the facility.

NAME	DATE EMPL'D	JOB TITLE	SPECIFY DAYS AND HOURS ON DUTY		SPECIFY DAYS AND HOURS ON DUTY		SPECIFY DAYS AND HOURS ON DUTY	
			DAYS	FROM TO	DAYS	FROM TO	DAYS	FROM TO
Licensee/Administrator <u>Nancy Satterwhite</u>		Deputy Director						
<u>Tracy Raymond</u>		Child Welfare Services Manager						
TBD		Social Service Practitioner	Sun-Wed	6:00am 3:00pm				
TBD		Social Worker II/Social Work Aid	Sun-Wed	6:00am 3:00pm				
TBD		Social Worker II/Social Work Aid	Sun-Wed	6:00am 3:00pm				
IDB		Social Service Practitioner	Sun-Wed	3:00pm 11:00pm				
TDB		Social Worker II/Social Work Aid	Sun-Wed	3:00pm 11:00pm				
TDB		Social Worker II/Social Work Aid	Sun-Wed	3:00pm 11:00pm				
IDB		Social Service Practitioner	Sun-Wed	11:00pm 6:00am				
TDB		Social Worker II/Social Work Aid	Sun-Wed	11:00pm 6:00am				
TDB		Social Worker II/Social Work Aid	Sun-Wed	11:00pm 6:00am				
IDB		Social Worker II/Social Work Aid	Sun-Wed	11:00pm 6:00am				
TDB		Social Service Practitioner	Thur-Sat	6:00am 6:00pm				
TDB		Social Worker II/Social Work Aid	Thur-Sat	6:00am 6:00pm				
TDB		Social Worker II/Social Work Aid	Thur-Sat	6:00am 6:00pm				
IDB		Social Service Practitioner	Thur-Sat	6:00pm 6:00am				
TDB		Social Worker II/Social Work Aid	Thur-Sat	6:00pm 6:00am				
TDB		Social Worker II/Social Work Aid	Thur-Sat	6:00pm 6:00am				

**B. STAFF EXEMPT FROM CRIMINAL BACKGROUND CHECK REQUIREMENTS:** The following are believed exempt from criminal background check requirements pursuant to Sections 1522, 1568.09, 1569.17 and 1596.871 of the Health and Safety Code. The licensee or designated representative shall sign below to verify that he or she believes the indicated persons are exempt from criminal background check requirements pursuant to statute.

**Signature**

Date: \_\_\_\_\_

[illegible]

# APPLICATION FOR A COMMUNITY CARE FACILITY OR RESIDENTIAL CARE FACILITY FOR THE ELDERLY LICENSE (See Instructions on next page)

FOR DEPARTMENT USE ONLY				REPLY TO:	
DISTRICT: _____					
COUNTY: _____		FACILITY NUMBER: _____			
DATE: _____		ACTION TYPE: _____			
REVIEWED BY: _____		FACILITY TYPE: _____			
1. APPLICANT(S) NAME(S) (PLEASE PRINT)				2. REQUESTED ACTION (CHECK ONE):	
Jonathan Byers				<input checked="" type="checkbox"/> A. INITIAL APPLICATION <input type="checkbox"/> E. CHANGE OF AMB/NON-AMB BEDRIDDEN STATUS <input type="checkbox"/> B. CHANGE OF CAPACITY <input type="checkbox"/> F. CHANGE WITHIN CORPORATION <input type="checkbox"/> C. CHANGE OF LOCATION <input type="checkbox"/> G. OTHER (Specify) <input type="checkbox"/> D. CHANGE OF FACILITY TYPE	
3. APPLICANT MAILING ADDRESS		CITY	STATE	ZIP CODE	AREA CODE/TELEPHONE
150 S. Lena Road		San Bernardino	CA	92415	(909) 387-3782
4. TYPE OF AGENCY OR FACILITY					
<input type="checkbox"/> ADULT RESIDENTIAL FACILITIES <input type="checkbox"/> SOCIAL REHABILITATION FACILITIES <input type="checkbox"/> RESIDENTIAL FACILITIES--ELDERLY <input type="checkbox"/> FOSTER FAMILY AGENCIES <input type="checkbox"/> ADOPTION AGENCIES <input type="checkbox"/> RESIDENTIAL FACILITIES--CHRONICALLY ILL <input type="checkbox"/> ADULT DAY PROGRAMS <input type="checkbox"/> GROUP HOMES <input type="checkbox"/> SMALL FAMILY HOMES <input type="checkbox"/> TRANSITIONAL HOUSING PLACEMENT PROGRAMS <input type="checkbox"/> CRISIS NURSERIES <input checked="" type="checkbox"/> OTHER (Specify) <u>Transitional Shelter</u>					
5. APPLICATION FILED BY:		A. INDIVIDUAL	B. PARTNERSHIP	C. NON PROFIT CORP.	G. LIMITED LIABILITY CORPORATION
		D. PROFIT CORP	<input checked="" type="checkbox"/> E. COUNTY	F. OTHER PUBLIC AGENCY	
6. FACILITY OR AGENCY NAME		EMAIL ADDRESS (NOT REQUIRED)			AREA CODE/TELEPHONE
San Bernardino County-Transitional Shelter					(909) 387-3782
7. FACILITY STREET ADDRESS		CITY	COUNTY	ZIP CODE	ALTERNATIVE PUBLIC TELEPHONE
4070 Acre Lane		San Bernardino	San Bernardino	92415	(909) 387-3782
8. FACILITY MAILING ADDRESS		CITY	STATE	ZIP CODE	
150 S. Lena Road		San Bernardino	CA	92415	
9. ADMINISTRATOR OR PERSON IN CHARGE OF FACILITY		TITLE			
Jonathan Byers		Assistant Director			
10. TOTAL REQUESTED CAPACITY		10A. NUMBER OF NON-AMBULATORY (IF ANY)		10B. NUMBER OF BEDRIDDEN UNABLE TO TURN OR REPOSITION IN BED (IF ANY)	
6		0		0	
11. FOR CHILDREN'S FACILITY ONLY:					
NUMBER OF INFANTS (AGES 0 THROUGH 2)		CHILDREN (AGES 3 THROUGH 17)			
0		17			
12. DAYS AND HOURS OF OPERATION:		13. PROPERTY OWNERSHIP:			
24/7		<input type="checkbox"/> OWN <input checked="" type="checkbox"/> RENT <input type="checkbox"/> OTHER (SPECIFY)			
13A. NAME, ADDRESS AND PHONE NUMBER OF PROPERTY OWNER, IF RENTING OR LEASING:					
Francisco J. Tellez 20485 Via Castile Yorba Linda, CA 92886					
14. WAS FACILITY PREVIOUSLY LICENSED?		IF YES, FACILITY NAME AND NUMBER:		LICENSING AGENCY NAME:	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
15. IS MAJOR CONSTRUCTION REQUIRED?		DATE CONSTRUCTION TO BEGIN:		16. SOURCE OF WATER FOR HUMAN CONSUMPTION	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DATE TO BE COMPLETED:		<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE	
17. ENTER THE INFORMATION BELOW FOR ANY RESIDENTIAL CARE OR HEALTH CARE FACILITY PREVIOUSLY OR CURRENTLY OPERATED. REFER TO INSTRUCTIONS, FACILITY NAME AND NUMBER					
LICENSING AGENCY NAME					
A. _____					
B. _____					
18. APPLICANT(S)/LICENSEE(S) RESPONSIBILITIES:					
A. IN ADDITION TO COMPLYING WITH THE HEALTH AND SAFETY CODES AND REGULATIONS APPLICABLE TO LICENSING AND FIRE SAFETY, I/WE UNDERSTAND THAT THERE MAY BE OTHER STATE, FEDERAL AND/OR LOCAL LAWS, WHICH ARE NOT ENFORCED BY THIS AGENCY, THAT MAY NEED TO BE MET SUCH AS: ZONING, BUILDING, SANITATION AND LABOR REQUIREMENTS. B. I/WE HAVE READ AND UNDERSTAND THE STATUTES AND REGULATIONS WHICH PERTAIN TO MY/OUR LICENSING CATEGORY PRIOR TO THE ISSUANCE OF MY/OUR LICENSE. C. I/WE SHALL ENSURE THAT ALL PERSONS SUBJECT TO FINGERPRINT REQUIREMENTS SHALL HAVE A DEPARTMENT OF JUSTICE CLEARANCE OR A CRIMINAL RECORD EXEMPTION PRIOR TO EMPLOYMENT, RESIDENCE OR INITIAL PRESENCE IN THE FACILITY AS REQUIRED. D. IF I/WE OPERATE A FACILITY WHICH PROVIDES CARE AND SUPERVISION TO CHILDREN, I/WE SHALL ENSURE THAT A CHILD ABUSE INDEX CHECK FORM FOR EACH PERSON SUBJECT TO FINGERPRINT REQUIREMENTS IS SUBMITTED TO THE DEPARTMENT OF JUSTICE AS REQUIRED. E. I/WE SHALL OBTAIN APPROVAL FROM THE LICENSING AGENCY PRIOR TO MAKING ANY CHANGE(S) THAT AFFECT THE TERMS OF THE LICENSE. 19. I/WE UNDERSTAND THAT I/WE HAVE THE RIGHT TO APPEAL ANY DECISION REGARDING THE DISPOSITION OF THIS APPLICATION. 20. I/WE DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS ON THIS APPLICATION AND ON THE ACCOMPANYING ATTACHMENTS ARE CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. 21. I/WE AM/AWE AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE NAMED APPLICANT.					
SIGNED _____		TITLE _____		COUNTY WHERE SIGNED _____ DATE _____	
SIGNED _____		TITLE _____		COUNTY WHERE SIGNED _____ DATE _____	

## INSTRUCTIONS FOR APPLICATION FOR FACILITY LICENSE

Type or print clearly. Prepare application in duplicate. Return original and maintain a copy for your records. Attach to this application form, a copy of all requested forms and documents including those underlined below.

1. Applicant(s): Enter the names of the person(s) or organization legally responsible for the facility. Enter full names. Individuals enter first, middle and last name. If joint application, all applicants must sign this application. Individuals, each general partner, and chief executive officer or authorized representative of a firm, association, corporation, county, city, public agency or governmental entity must complete Applicant Information (LIC 215). Corporations and other organizations also complete Administrative Organization, (LIC 309).
2. Requested Action: Check appropriate box.
3. Applicant Mailing Address: Enter legal home mailing address of individual(s) and headquarters mailing address of corporations. Major partner enters principal business mailing address. Other partner(s) enter principal business mailing address(es) on Applicant Information (LIC 215). Enter area code with telephone number.
4. Type of Agency or Facility: Check the appropriate box for type of facility as defined in California Code of Regulations, Title 22. If unknown, enter the name commonly used to identify such a facility in space marked "other".
5. Application Filed By: Check appropriate box.
6. Facility or Agency Name: Enter the name used to designate the single facility under application. If an agency, fill in the name of the agency which provides the services.
7. Facility Street Address: Enter the physical location of the facility. If applicant has more than one facility, a separate application must be completed for each facility. Enter area code with telephone number.
8. Facility Mailing Address: Enter the address where all mail for the facility from the department/licensing agency should be sent.
9. Administrator or Person in Charge of Facility: Enter the name and title of person who will directly supervise the facility. If not yet employed enter "unknown".
10. Total Requested Capacity: Enter the total number of persons for whom care will be provided in any 24 hour period.
- 10A. If applicable, enter the number of beds available for non-ambulatory, unable to independently transfer but who do not need assistance in turning and repositioning in bed.
- 10B. If applicable, enter the number of beds available for bedridden, unable to independently turn or reposition in bed.
11. For Children's Facilities Only: Applicants for children's residential facilities enter the number of infants and the number of children to be served.
12. Days and Hours of Operation: Enter days and hours of facility operation.
13. Property Ownership: Check the appropriate box.
- 13a. Control of Property: If applicant(s) is leasing or renting, enter name, address and phone number of owner of facility premises.
14. Was Facility Previously Licensed?: Check YES or NO. If yes, enter facility name, number and name of agency that issued license(s).
15. Is Major Construction Required?: Indicate whether or not the facility is to be constructed or requires major structural improvements. If yes, enter dates construction is to begin and be completed.
16. Source of Water for Human Consumption?: Check *PUBLIC* or *PRIVATE* water source.
17. Other Facilities: H & S Code Section 1520(d), 1568.04(b) and 1569.15(d) require that an applicant disclose, prior or present service as an administrator, general partner, corporate officer or director of, or as a person who has held or holds a beneficial ownership of 10 percent or more in any community care, residential care facility for chronically ill, residential care facility for the elderly, or health care facility (attach separate sheet of paper for additional facilities).
- 18., 19, and 20. Statement of applicant(s)/licensee(s) responsibilities of compliance with all applicable laws and regulations.
21. SIGNATURES OF ALL APPLICANTS OR AUTHORIZED PERSON(S) (I.E., GENERAL PARTNERS OF A PARTNERSHIP AND CHIEF EXECUTIVE OFFICER OR DULY AUTHORIZED REPRESENTATIVE FOR ALL CORPORATIONS, PUBLIC AGENCIES, ETC.)



## APPLICANT INFORMATION

This form must be completed by all applicants for a facility license, (i.e., all individuals, each partner in a partnership, or chief executive officer or authorized representative in a corporation.) If more space is required, attach additional sheet. Type or print clearly.

IDENTIFYING INFORMATION			
NAME <b>Jonathan Byers</b>	SOCIAL SECURITY NUMBER * (VOLUNTARY FOR I.D. ONLY)	SEX (w/f) <b>M</b>	ARE YOU 18 YEARS OR OLDER? <b>Yes</b>
TITLE <b>Assistant Director</b>	DRIVER'S LICENSE NUMBER VALID <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PLACE OF BIRTH <b>[REDACTED]</b>	
ADDRESS <b>150 S. Lena Road San Bernardino, CA 92415</b>			(AREA CODE) TELEPHONE NUMBER <b>(909) 387-2782</b>
OTHER NAME(S) USED BY APPLICANT			

EDUCATION			
Check highest completed grade: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input checked="" type="checkbox"/>	NAME AND LOCATION OF HIGH SCHOOL <b>Espananza High School Anaheim, CA</b>		DATE COMPLETED <b>1989</b>
NAME AND LOCATION OF COLLEGE <b>Claremont McKenna College Claremont, CA</b>	COURSE STUDY <b>Social Work</b>	YEARS COMPLETED 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/>	DEGREE <b>BA</b>
<b>Columbia University New York, NY</b>	<b>Social Work</b>	1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>	<b>MSW</b>
			<b>1996</b>

REFERENCES			
<b>PERSONAL: (PLEASE GIVE REFERENCES, INCLUDING PRESENT AND PAST EMPLOYERS, WITH KNOWLEDGE OF YOUR ADMINISTRATIVE ABILITY.)</b>			
NAME 1. <b>Jeany Zepeda</b>	ADDRESS <b>150 S. Lena Road San Bernardino, CA 92415</b>	RELATIONSHIP <b>CFS Interim</b>	TELEPHONE <b>(909)387-2782</b>
2. <b>Marlene Hagen</b>		<b>Former CFS</b>	<b>(909)499-177</b>
<b>FINANCIAL: (PLEASE GIVE REFERENCES WITH KNOWLEDGE OF FINANCIAL RESOURCES AND BUSINESS PRACTICES.)</b>			
NAME 1. <b>Same as Above</b>	ADDRESS	RELATIONSHIP	TELEPHONE
2.			

PRIOR LICENSURE STATUS			
A. HAVE YOU EVER BEEN A LICENSEE OR CO-LICENSEE OF A RESIDENTIAL CARE FACILITY FOR THE ELDERLY, COMMUNITY CARE, CHILD CARE OR HEALTH FACILITY?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, COMPLETE C AND D BELOW.		
B. HAVE YOU EVER HELD A BENEFICIAL OWNERSHIP OF 10% OR MORE IN A RESIDENTIAL CARE FACILITY FOR THE ELDERLY, COMMUNITY CARE, CHILD CARE OR HEALTH FACILITY OR BEEN AN ADMINISTRATOR, GENERAL PARTNER, CORPORATE OFFICER, OR DIRECTOR OF ANY SUCH FACILITY?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, COMPLETE C AND D BELOW.		
C. NAME AND ADDRESS OF FACILITY	EFFECTIVE DATES OF LICENSURE	FACILITY TYPE	
	TO		
D. WERE ANY DISCIPLINARY ACTIONS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE EXPLAIN:			

BUSINESS EXPERIENCE					
A. HAVE YOU OWNED OR OPERATED ANY BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, COMPLETE THE FOLLOWING:					
Type	Number of Employees	Your Title	Date Started	Date Ended	Reason for End
B. DO YOU HAVE A PROFESSIONAL LICENSE OR CERTIFICATE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, COMPLETE THE FOLLOWING:					
Type	Period Held	Issuing Agency			
C. ARE YOU A MEMBER OF ANY PROFESSIONAL/TECHNICAL ASSOCIATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, COMPLETE THE FOLLOWING:					
Association Name			Address		

**WORK EXPERIENCE. BEGIN WITH YOUR MOST RECENT WORK EXPERIENCE. LIST ALL EXPERIENCES AND PERIODS OF UNEMPLOYMENT IN THE LAST SEVEN YEARS. INCLUDE WORK EXPERIENCE FROM MORE THAN SEVEN YEARS, IF NECESSARY.**

Dates	Name and Address of Employer	Basic Duties	Termination Reason
FROM 2/15	San Bernardino County Children and Family Welfare Services	Assistant Director providing Executive	
TO Present	150 S. Lena Road San Bernardino, CA 92415	level leadership over all regional child welfare operations for the County	
FROM 1/14	San Bernardino County Children and Family Welfare Services	Deputy Director, Placement Resources	Promotion
TO 2/15	150 S. Lena Road San Bernardino, CA 92415	Foster care recruitment, licensing and investigations, group home/FFQA Wrap	
FROM			
TO			
FROM			
TO			
FROM			
TO			

**PERSONAL INFORMATION**

A. Do you have any physical, mental, or medical condition that could impair your ability to care for the type of resident/client for whom you have requested licensure?  
☐ YES    ☐ NO    *If yes, please explain:*

**I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS ON THIS FORM ARE CORRECT TO THE BEST OF MY KNOWLEDGE.**

SIGNATURE

COUNTY WHERE SIGNED

DATE

\* Federal law (at Title 5 United States Code Section 552a Note) states that:

Any Federal, State, or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it.

**DESIGNATION OF FACILITY RESPONSIBILITY**

Licensed facilities are required to have an authorized person continuously present at the facility during operational hours to represent the facility and to accept licensing reports. Licensees shall use this form to delegate the above authority to appropriate staff. Applicants/licensees who are corporations shall attach board resolutions authorizing this delegation.

Facility Name San Bernardino County Transitional Shelter Date 12/27/2021

Facility Number \_\_\_\_\_

Facility Address 4070 Acre Phone (909)387-2782

City San Bernardino County San Bernardino

In the event of my absence I designate Jonathan Byers He/She is authorized to receive any documents including reports of inspections and consultations, accusations and civil and administrative processes on my behalf at the above-named facility.

When delegating authority to appropriate staff, Residential Care Facilities for the Elderly shall comply with CCR Title 22, Division 6 Section 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Section 101215.1 and other licensed facilities shall comply with CCR Title 22, Division 6 Section 80064.

I (We) shall notify the licensing agency, in writing, within 10 days of any change in the above authorization.



Curt Hagman  
Signature of applicants/licensees

Curt Hagman, Chairman Board of Supervisors  
Title

150 S. Lena Road  
Address

San Bernardino San Bernardino 92415  
City County Zip