

AGREEMENT FOR LICENSURE OF COMMUNITY CARE FACILITY/ CHILD CARE FACILITY ON FEDERAL PROPERTY

This agreement is between the State of California, Department of Social Services (CDSS) and a federal entity,
the _____.

The purpose of this agreement is to set terms for licensure by CDSS of community care facilities or child care facilities which would otherwise be exempt from such licensure by reason of their location on federal property, _____.

CDSS and the federal entity agree as follows:

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

Date: _____

State/County Licensing Agency

Date: _____

Rank/Title: for the federal entity,