

File No. 251145

Committee Item No. 11

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 3, 2025

Board of Supervisors Meeting Date _____

Cmte Board

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☒	☐	<u>Excerpt Board Ordinance No. 144-23 7/27/2023</u>
☒	☐	<u>DPH Presentation 12/3/2025</u>
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Completed by: Brent Jalipa Date November 20, 2025

Completed by: Brent Jalipa Date _____

1 [Grant Agreement - California Department of Social Services - Community Care Expansion
2 Preservation Projects - Anticipated Revenue of \$7,431,615]

3 **Resolution approving an agreement between the City and County of San Francisco,**
4 **acting by and through its Department of Public Health (DPH), and the California**
5 **Department of Social Services and its third-party administrator BDO Government**
6 **Services, LLC, having anticipated revenue of \$7,431,615 for a performance base period**
7 **commencing on execution of the Grant Agreement through June 30, 2029; and**
8 **authorizing DPH to enter into amendments or modifications to the agreement that do**
9 **not materially increase the obligations or liabilities to the City and are necessary to**
10 **effectuate the purposes of the agreement or this Resolution.**

11
12 WHEREAS, California Assembly Bill 172 added sections 18999.97–18999.98 to the
13 Welfare and Institutions Code, providing the statutory basis for the California Department of
14 Social Services (“CDSS”) to administer the Community Care Expansion Preservation Program
15 (“Program”); and

16 WHEREAS, The purpose of the Program is to preserve and avoid the closure of
17 licensed residential adult and senior care facilities that serve applicants and recipients of
18 Supplemental Security Income/State Supplementary Payment and Cash Assistance Program
19 for Immigrants (“Qualified Residents”), with a priority for individuals experiencing or at risk of
20 homelessness; and

21 WHEREAS, BDO Government Services, LLC (“BDO GS”) provides services to CDSS
22 as the third-party administrator of the Program; and

23 WHEREAS, In response to the Notice of Funding Availability issued for the Program,
24 the San Francisco Department of Public Health (“DPH”) elected to receive its noncompetitive
25

1 allocation of \$7,431,615 for the purpose of funding Operating Subsidy Payments and Capital
2 Projects for existing licensed adult and senior care facilities serving Qualified Residents; and

3 WHEREAS, DPH will engage the California Mental Health Services Authority
4 (“CalMHSA”) or another entity as a third-party administrator to fulfill the City’s administrative
5 responsibilities under the Program; and

6 WHEREAS, San Francisco Charter, Section 9.118(a) requires contracts entered by a
7 department having anticipated revenue to the City of \$1,000,000 or more be approved by the
8 San Francisco Board of Supervisors by Resolution; and

9 WHEREAS, The Board accepted the grant in the Fiscal Year (FY) 2024 appropriations
10 Ordinance No. 144-23 (File No. 230644); and

11 WHEREAS, The grant does not require an Annual Salary Ordinance amendment; and

12 WHEREAS, The Program Funding Agreement (“Agreement”) requires a minimum
13 match of 10% of the Program Funds allocated to DPH for Capital Projects; and

14 WHEREAS, The match will be funded from the General Fund; and

15 WHEREAS, The Agreement includes Dispute Resolution Process clauses that obligate
16 the City to settle disputes under binding arbitration; and the prevailing party, in addition to any
17 damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys’ fees,
18 the amount of which shall be determined by the arbitrator, in the event the parties are unable
19 to agree; and

20 WHEREAS, The Agreement obligates the City to defend, indemnify, and hold harmless
21 BDO GS, CDSS, and their officers and agents against liabilities to third persons and other
22 losses and for any costs and expenses incurred by BDO GS and CDSS, including reasonable
23 attorneys’ fees, judgements, settlements, or penalties against all liabilities, claims, suits,
24 demands or liens for damages to persons or property (collectively, “Claims”) arising out of,
25 resulting from, or relating to the City’s performance under the Agreement; and

1 WHEREAS, The indemnification of BDO GS and CDSS shall survive the expiration or
2 termination of the Agreement; and

3 WHEREAS, The Agreement obligates San Francisco to waive any right to seek any
4 special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of
5 goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected
6 with the performance or breach of the Agreement, except as otherwise provided in the
7 Agreement or by applicable law; and

8 WHEREAS, A draft of the Agreement is on file with the Clerk of the Board of
9 Supervisors in File No. 251145, which is hereby declared to be a part of this Resolution as if
10 set forth fully herein; now, therefore, be it

11 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health or
12 the Director's designee to enter into the Agreement, for a performance base period
13 commencing on execution of the Grant Agreement through June 30, 2029, having anticipated
14 revenue of \$7,431,615; and, be it

15 FURTHER RESOLVED, That said Agreement shall include Dispute Resolution
16 Process clauses that obligate the City to settle disputes under binding arbitration; and the
17 prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to
18 costs and reasonable attorneys' fees, the amount of which shall be determined by the
19 arbitrator, in the event the parties are unable to agree; and, be it

20 FURTHER RESOLVED, That said Agreement shall include a clause obligating the City
21 to defend, indemnify, and hold harmless BDO GS, CDSS, and their officers and agents
22 against Claims arising out of, resulting from, or relating to the City's performance under the
23 Agreement; and, be it

24 FURTHER RESOLVED, That said Agreement shall include a clause waiving the City's
25 right to seek any special, consequential, or punitive damages; indirect, or incidental damages;

or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of the Agreement, except as otherwise provided in the Agreement or by applicable law; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health or the Director's designee to enter into any amendments or modifications to this agreement, that the Department determines, in consultation with the City Attorney, are in the best interests of the City, do not otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the agreement, and are in compliance with all applicable laws; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully executed by all parties, the Director of Health shall provide the final agreement to the Clerk of the Board for inclusion in File No. 251145.

RECOMMENDED:

|s|

Daniel Tsai

Director of Health

**PROGRAM FUNDING AGREEMENT
COMMUNITY CARE EXPANSION PRESERVATION PROJECTS**

SUMMARY COVER SHEET

Program Funding
Agreement ID

Program Agreement
Effective Date:

Program Funding
Agreement Manager:

BDO Government Services, LLC (BDO GS)
661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157
Tel: 916.398.4797

BDO GS Principal: Alethia Thomas Alethia.Thomas@bdogov.com

BDO GS Project Director: Geoffrey Ross
Geoffrey.Ross@bdogov.com

BDO GS Direct Staff Contact: Dania Khan
Dania.Khan@bdogov.com

County:

CITY AND COUNTY OF SAN FRANCISCO
ATTN: Jenny Louie, Chief Operating Officer, Department of Public Health
Address: **1380 Howard Street, 5th Floor, San Francisco, CA 94103**
Phone:
email address:

Prime Contract
Identification:

California Department of Social Services
Agreement No.: 22-3100

Contract Title: *Community Care Expansion Preservation Program*

Contract Type:

Deliverable Based Type Contract

Base Period of
Performance:

Operating Subsidy Payment funds: Effective Date of Agreement through June 30, 2029

Capital Project Funds: Effective Date of Agreement through December 31, 2026

Consideration/Budget:

Facility Preservation and Renovation Not to Exceed: \$3,198,797 for Operating Subsidy Payment funds; \$4,232,818 for Capital Project funds

Program Funding Agreement Cover Sheet

(This Page is not part of the Program Funding Agreement
and is for Summary/Reference Purposes Only)

This Program Funding Agreement (the “Agreement”) is entered into [REDACTED], [REDACTED] (the “Effective Date”), by and between **BDO Government Services LLC**, a Delaware limited liability company, with offices located at **661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157** (“BDO GS”), **THE CITY AND COUNTY OF SAN FRANCISCO**, a political subdivision of the State (“San Francisco”) acting through its **Department of Public Health (Designated Department for Administration of Program)** (“DPH”) with offices at **1380 Howard Street, 5th Floor, San Francisco, CA 94103**. BDO GS and San Francisco may be referred to separately as a “Party” or collectively as “Parties.”

RECITALS

1. BDO GS entered into an agreement with the State of California (the “State”) through the California Department of Social Services (“CDSS”) to facilitate program funding awards and provide services to CDSS as the third-party administrator of the CDSS Community Care Expansion Preservation Program (“Program”). The agreement between CDSS and BDO GS shall hereinafter be referred to as the “Prime Contract” or “CDSS Contract”;
2. The purpose of the Program is to preserve and avoid the closure of licensed residential adult and senior care facilities that serve applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants (“Qualified Residents”), with a priority for individuals experiencing or at risk of homelessness (“Prioritized Population”);
3. Pursuant to the requirements of the Program and CDSS guidelines, counties are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new Qualified Residents by providing operating subsidy payments (“Operating Subsidy Payments” or “OSP”) and funding capital projects addressing critical repairs, required upgrades, and ensuring that facilities are compliant with licensing standards (“Capital Projects”), with the goal of preventing closures and preserving beds in existing licensed facilities;
4. In response to that certain Notice of Funding Availability issued by BDO GS on behalf of CDSS on or about June 10, 2022 (the “NOFA”) for the Program, and the All County Welfare Directors Letter (“ACWDL”) dated December 14, 2022 (collectively referred to as “Funding Letters”), San Francisco elected to receive its noncompetitive allocation of \$7,431,615 for the purpose of funding Operating Subsidy Payments and/or Capital Projects (“Program Funds”) and has submitted to BDO GS an Implementation Plan (“Implementation Plan”) for the administration and disbursement of the Program Funds to existing licensed adult and senior care facilities serving Qualified Residents; and;
5. This Agreement sets forth the terms and conditions of BDO GS’s administration and management of the Program Funds and San Francisco’s duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall

have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97 – 18999.98.

NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1.
AUTHORITY

California Assembly Bill 172 (Chapter 696, Statutes of 2021) (“AB 172”) added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the Program. CDSS issued the Funding Letters and BDO GS publishes Funding Letters on behalf of CDSS and provides technical assistance, general training and support to counties on administration, disbursement and monitoring of the Program Funds, as well as administration and fund management to CDSS.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of San Francisco’s election to accept its allocation of Program Funds and San Francisco’s submission of an Implementation Plan which is subject to BDO GS and CDSS review and approval.

This Agreement hereby incorporates by reference San Francisco’s approved Implementation Plan, as well as any report prepared by BDO GS in reliance on the representations and descriptions included in that Implementation Plan. This Agreement is governed by the following (collectively, the “Program Requirements”), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;
- 1.2 California Welfare and Institutions Code sections 18999.97 – 18999.98;
- 1.3 The NOFA, in the form attached to this Agreement as Attachment D issued on or about June 10, 2022; and the ACWDL dated December 14, 2022;
- 1.4 Guidance issued by CDSS regarding the Program;
- 1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;
- 1.6 The award letter(s) issued by BDO GS to San Francisco (“Award Letter”) attached to this Agreement as Attachment E; and
- 1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

San Francisco is solely responsible and liable for San Francisco and San Francisco's subcontractors' performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project. For any provision within the Agreement where a San Francisco uses a subcontractor to meet or partially meet the requirements, duties, or obligations of the provision, the term "San Francisco," if used in the provision, includes the subcontractor, as applicable.

ARTICLE 2.

TERM

- 2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 29, 2029 (the "Expiration Date"), which Expiration Date may be extended by BDO GS or CDSS. The period from the Effective Date through the Expiration Date shall be referred to herein as the "Term", unless earlier terminated by BDO GS or CDSS or assigned to CDSS pursuant to Section 2.3 below.
- 2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.
- 2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of BDO GS's rights and obligations under this Agreement shall be assigned to CDSS, if directed by CDSS, effective June 29, 2029, at 11:59 p.m Pacific time. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of BDO GS hereunder, and (ii) BDO GS shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either San Francisco or CDSS, unless San Francisco and CDSS otherwise agree in writing.
- 2.4 In the event that the Prime Contract is terminated or amended in a manner removing BDO GS from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of BDO GS's right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.
- 2.5 Notwithstanding the foregoing or anything to the contrary contained herein, BDO GS and/or CDSS shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

ARTICLE 3.
PROGRAM FUNDS AND DISBURSEMENT

- 3.1 Purpose. San Francisco has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the Implementation Plan and for no other purposes. San Francisco shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. San Francisco may disburse Program Funds to Eligible Recipients (as defined below) for OSP and/or for Capital Projects. Program Funds awarded for OSP may not be commingled with Program Funds awarded for Capital Projects, and vice versa. San Francisco is obligated to develop an application, allocation methodology and award process for Eligible Recipients consistent with the terms of this Agreement. Program Funds shall be disbursed only upon satisfaction of the requirements of this section.
- 3.2 Conditions of Disbursement. Within thirty (30) calendar days of the delivery to BDO GS of a fully executed Agreement, BDO GS shall disburse to San Francisco twenty-five percent (25%) of the total amount of Program Funds awarded to San Francisco (“Advance Disbursement”), which funds are to be used by San Francisco in accordance with this Agreement. San Francisco shall submit proof of expenditures applied against the Advance Disbursement no later than (30) days after the end of each calendar quarter. In no event shall further Program Fund disbursements be made by BDO GS to San Francisco until after the Advance Disbursement has been exhausted and San Francisco has provided proof of expenditures applied against the Advance Disbursement. Such proof of expenditures shall be in a form approved by BDO GS and shall include any documentation requested by BDO GS to evidence San Francisco’s expenditures of funds, consistent with the terms of this Agreement. After the Advance Disbursement has been exhausted, disbursements shall be made by written request in a form approved by BDO GS and shall include any documentation requested by BDO GS to evidence San Francisco’s expenditures of funds, including Match Funds as described in Section 5.6, consistent with the terms of this Agreement (“Disbursement Request”).

Disbursements are subject to the following:

- 3.2.1 San Francisco shall submit Disbursement Requests no more than once per calendar quarter, unless additional Disbursement Requests are permitted pursuant to section 3.2.4.
- 3.2.2 Disbursement Requests shall be submitted no earlier than the last day of each calendar quarter and no later than thirty (30) days following the last day of each calendar quarter.
- 3.2.3 Program Funds will be disbursed to San Francisco for costs incurred for the Project within thirty (30) days of receipt of a complete Disbursement

Request for Program Funds, provided such Disbursement Request is approved by BDO GS or its designee.

- 3.2.4 Other than the Advance Disbursement, all disbursements shall be based on actual expenditures incurred by San Francisco. San Francisco may submit requests for additional advance disbursements upon providing to BDO GS evidence of good cause for the additional advance disbursement, and BDO GS shall provide said request to CDSS for approval. Any approval or disapproval of a disbursement request for an advance disbursement is within the sole discretion of CDSS. In no event shall the balance of advance disbursements exceed 25% of the total Program Fund amount.
- 3.2.5 Disbursement Requests shall identify the purpose of the use of funds, whether for OSP or Capital Projects or both, and shall delineate items allocated to OSP or Capital Projects, if applicable.
- 3.2.6 Within ninety (90) days of the final Disbursement Request, San Francisco shall provide BDO GS with (i) a reconciliation showing all expenditures made with Program Funds, including those made with the Advance Disbursement, (ii) documentation of the expenditure of all Match Funds, and (iii) any documentation or evidence requested by BDO GS to support such expenditures.
- 3.3 Documentation of Match Funds. Match Funds contributed pursuant to Article 5, Section 5.6 of this Agreement shall be reported with each Disbursement Request. In the event the Match Funds are an in-kind contribution in lieu of cash, including Project expenses incurred prior to the Effective Date (the “Sunk Costs”), the value of such in-kind contribution must be approved by BDO GS. All Match Funds must be expended prior to submitting the final Disbursement Request.
- 3.4 Disbursement of Program Funds to Eligible Recipients. San Francisco shall be responsible for disbursement of Program Funds to Eligible Recipients. San Francisco shall follow its standard procurement, invoicing, and reimbursement processes for the disbursement of Program Funds, consistent with the terms and conditions of this Agreement.
- 3.5 Additional Considerations for Program Funds Used For Capital Projects. San Francisco shall be responsible for ensuring that eligible Recipients comply with all construction requirements, including that Eligible Recipients comply with California Prevailing Wage laws (California Labor Code Section 1720 et seq.), all permitting requirements of the local jurisdiction and any other governmental or Program Requirements. San Francisco shall require that all facilities receiving Program Funds for Capital Projects undertaking a construction project costing more than One Million Dollars (\$1,000,000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by BDO GS or CDSS.

ARTICLE 4.
ELIGIBLE RECIPIENTS AND EXPENDITURES

San Francisco shall disburse Program Funds to Eligible Recipients for the uses set forth below. In awarding Program Funds, San Francisco shall prioritize facilities with the highest risk of closure and facilities with the highest percentage of Qualified Residents.

- 4.1 Eligible Recipients. Program Funds shall only be disbursed by San Francisco to facilities meeting all of the following eligibility criteria (“Eligible Recipients”):
 - 4.1.1 An existing licensed Adult Residential Facility as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly, as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or a Residential Care Facility for the Chronically Ill as defined in Title 22, section 87801(r)(5) of the California Code of Regulations.
 - 4.1.2 Currently serving at least one Qualified Resident.
 - 4.1.3 In good standing with the Community Care Licensing Division or, if the facility is not in good standing, providing a certification that the Program Funds will bring the facility into good standing.
 - 4.1.4 Has agreed to continue to serve Qualified Residents.
 - 4.1.5 Has agreed to prioritize applications from Qualified Residents who are part of the Prioritized Population.
 - 4.1.6 Has agreed to remain in good standing with Community Care Licensing Division.
 - 4.1.7 Has agreed to use the Program Funds disbursed for the uses set forth below in Section 4.3 if Program Funds are used for OSP or Section 4.5 if the Program Funds are used for Capital Projects.
- 4.2 Additional Criteria for Eligible Recipients of OSP. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for OSP must also meet the following criteria:
 - 4.2.1 Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for Qualified Residents.
 - 4.2.2 Have recorded a deed restriction on the facility or property requiring that the facility continue to provide licensed adult and senior residential care for a minimum duration equal to at least the term of the agreement between San Francisco and Eligible Recipients to fund the OSP.

- 4.2.3 The duration of the agreement between San Francisco and Eligible Recipients to fund the OSP is the period of time in which San Francisco will be providing Program Funds for OSP to any Eligible Recipients within San Francisco.
- 4.3 Eligible and Ineligible Uses of Program Funds for OSP. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the Eligible Recipient's facility related to the Qualified Residents, including covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for OSP may not supplant other funding awarded or otherwise dedicated from existing local, state, or federal programs and grants supporting Qualified Residents and may not supplant the Qualified Residents' payments to the Eligible Recipient. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort claim liabilities, or to pay costs associated with a change of ownership. San Francisco shall be responsible for ensuring that Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement.
- 4.4 Additional Criteria for Capital Project Eligible Recipients. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for Capital Projects must also meet the following criteria:
- 4.4.1 Have a gap in their financial ability to make needed repairs or upgrades, placing the facility at risk of closure or reducing the number of beds available for Qualified Residents.
- 4.5 Eligible and Ineligible Uses of Program Funds for Capital Projects. Program Funds used for Capital Projects are to be used for physical repairs and upgrades to an Eligible Recipient's facility, inside or outside the facility within the property line of the facility. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for Capital Projects may not supplant any existing funds used to support the prioritized population. Program Funds for Capital Projects shall not be used for repairs to foundations of leased facilities, projects that would expand or create new usable space, the provision of services, or for operating costs.

ARTICLE 5.

PROGRAM IMPLEMENTATION REQUIREMENTS

- 5.1 San Francisco is responsible for the administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements. Implementation requirements include the requirements in Sections 5.2-5.7.

- 5.2 Application Process. San Francisco shall establish an application process for Eligible Recipients that addresses the Program priorities and goals. The application and funding selection process shall assess Eligible Recipients' financial capacity, and ability to adhere to the Program Guidelines, including ensuring that Eligible Recipients have sufficient staff capacity and financial resources to manage the facility. San Francisco funding shall be distributed geographically throughout San Francisco to the extent feasible.
- 5.3 Monitoring. San Francisco is responsible for monitoring use of Program Funds to ensure that Program Funds are only used for eligible uses in a manner consistent with the Program Guidelines. San Francisco procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring facilities to ensure that Program Requirements are met. San Francisco is responsible for taking appropriate action in the event that Eligible Recipients fail to use the Program Funds for eligible uses or fail to perform. San Francisco may subcontract any of its obligations to a third party, but San Francisco remains responsible for the obligations in this Agreement.
- 5.4 OSP Agreements. San Francisco shall enter into written agreements with Eligible Recipients of Program Funds used for OSP, which at a minimum shall include (i) the Eligible Recipient's reporting obligations; (ii) the requirement that the Eligible Recipient respond to requests for information from BDO GS and CDSS; (iii) the eligible uses of the Program Funds; (iv) the conditions under which Program Funds will be disbursed; (v) the method of disbursement; (vi) a requirement that the facility be deed restricted to provide licensed adult and senior residential care for a minimum duration equal to the term of the agreement between San Francisco and the Eligible Recipient for the use of Program Funds for OSP; (vii) conditions for the repayment of Program Funds or cancellation of future disbursement of Program Funds; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility, within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify San Francisco; and (xi) such other provisions required by BDO GS or CDSS. San Francisco may include other requirements in its the agreement with Eligible Recipients of Program Funds used for OSP.
- 5.5 Capital Project Agreements. San Francisco shall enter into written agreements with Eligible Recipients of Program Funds for Capital Projects which at a minimum shall include (i) the Eligible Recipients reporting responsibilities; (ii) the requirement that the Eligible Recipient respond to requests for information from BDO GS and CDSS; (iii) the allowed use of the Program Funds; (iv) the conditions for disbursement of the Program Funds; (v) the method of disbursement for the Program Funds; (vi) any procurement and bidding requirements, including, but not limited to, requirements to pay prevailing wage pursuant to California Labor Code section 1720 et seq.; (vii) conditions for repayment of the Program Funds or the cancellation of future disbursements;

(viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify San Francisco; (xi) if part of San Francisco requirements, a requirement that the Eligible Recipient enter into a deed restriction to provide licensed residential care to Qualified Residents for a term determined by San Francisco; and (xii) such other provisions required by BDO GS or CDSS. San Francisco may include other requirements in its agreement with Eligible Recipients of Program Funds used for Capital Projects.

- 5.6 Capital Project Program Fund Match. San Francisco is required to match at least ten percent (10%) of the Program Funds for Capital Projects allocated to San Francisco (the “Match Funds”). San Francisco shall provide evidence to BDO GS of the contribution of Match Funds either in the form of cash or in-kind contributions as outlined in Article 3. Match Funds may be from San Francisco or provided by an Eligible Recipient. In-kind Match Funds may be in the form of Sunk Costs directly related to the Capital Project, or costs directly related to the Capital Project that have already been incurred and cannot be recovered, and evidenced with documentation of paid invoices for professional services related to preconstruction of the specific Capital Project, as approved by BDO GS or CDSS on a case-by-case basis. In-kind Match Funds may also include donations of professional design-build services or materials directly related to the Capital Project. Any Match Funds claimed under Sunk Costs must supplement, not supplant, other fund sources. The provision of services and funds derived from the State general fund cannot be used in satisfaction of the required contribution of Match Funds.
- 5.7 Deed Restriction or Regulatory Agreement. San Francisco must require Eligible Recipients receiving Program Funds for OSP to record a deed restriction or regulatory agreement on the funded facility requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of the agreement between San Francisco and Eligible Recipient for funding OSP. The deed restriction must be recorded on the title to the property upon which the facility is located before San Francisco disburses any funds. If the Eligible Recipient leases the facility or property, the deed restriction must be signed by both the Eligible Recipient and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. San Francisco may, at its election, require deed restrictions for Capital Projects.

ARTICLE 6.

FISCAL ADMINISTRATION

- 6.1 San Francisco shall be responsible for managing the Program Funds in compliance with the Program Requirements. San Francisco is responsible for ensuring that Program Funds are used in accordance with the terms of this

Agreement and the Program Requirements. San Francisco is not required to establish a separate account for Program Funds but must establish a separate fund and must monitor all expenditures from the fund to ensure funds are only used for Program purposes. All interest earned from Program Funds shall be used for purposes consistent with the terms of this Agreement and segregated from other San Francisco funds. Minimum requirements for the management of Program Funds include the following:

- 6.1.1 San Francisco, by signing this Agreement, attests that it has the capacity and ability to manage the application, disbursement, and monitoring of the Program Funds required by this Agreement and the Program Requirements.
- 6.1.2 San Francisco shall include in its program requirements that all Eligible Recipients are assessed for financial feasibility and ability to comply with the Program Requirements.
- 6.1.3 San Francisco shall comply with all disbursement procedures for the Program Funds set forth in the San Francisco's Implementation Plan or as otherwise approved by CDSS.
- 6.1.4 San Francisco shall assign the necessary staff to monitor the use of Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this Agreement or the Term of this Agreement, whichever is longer, or required by San Francisco.
- 6.1.5 San Francisco shall ensure that recipients of Program Funds for Capital Projects comply with State Labor Code section 1720 et seq. (State Prevailing Wage).
- 6.1.6 San Francisco shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.
- 6.2 Any Program Funds that have been disbursed to San Francisco but have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet must be returned to CDSS with accrued interest within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by CDSS. San Francisco shall not be entitled to any disbursement of Program Funds after expiration of the Period of Performance and any such undisbursed funds will be retained by CDSS.
- 6.3 San Francisco shall not expend more than ten percent (10%) of the Program Funds on San Francisco administrative costs.

- 6.4 For the avoidance of doubt, while San Francisco is permitted to contract and subcontract per the terms contained herein, San Francisco shall be responsible for compliance with the Agreement and the Program Requirements.

ARTICLE 7.

DEFAULT AND REMEDIES

- 7.1 Event of Default. Any of the following, after notice to San Francisco by BDO GS or CDSS, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an Event of Default under this Agreement:

7.1.1 San Francisco's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.

7.1.2 San Francisco's violation of any of the Program Requirements.

7.1.3 BDO GS's or CDSS's determination of the following:

7.1.3.1 San Francisco has concealed any material fact from BDO GS or CDSS related to San Francisco or any Eligible Recipients;
or

7.1.3.2 Any material fact or representation, made or furnished to BDO GS or CDSS by San Francisco in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to BDO GS, or subsequently becomes untrue or misleading; or

7.1.3.3 Any Certification provided by San Francisco is determined to be untrue or misleading.

7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.

- 7.2 Right to Cure. If the breach, violation, or default pursuant to Section 7.1 is not cured to BDO GS's and CDSS' satisfaction, as determined by BDO GS and CDSS, each in their sole and absolute discretion, within fourteen (14) days of notice to San Francisco, provided in accordance with the notice requirements of this Agreement, then BDO GS, with CDSS approval, may declare an Event of Default under this Agreement.

7.2.1 Notwithstanding the foregoing, San Francisco may request additional time to cure any default from BDO GS. BDO GS may, but shall not be required to, grant any such request, subject to CDSS approval, in CDSS's sole discretion. CDSS's approval of San Francisco's request for additional time to cure shall be subject to San Francisco's continuing and diligent

efforts to cure, and any additional cure period provided to San Francisco shall be reasonable, as determined by CDSS, in CDSS's sole discretion. BDO GS, shall provide notice to San Francisco of approval or denial of San Francisco's request for additional time to cure any default.

- 7.3 BDO GS/CDSS Remedies. Upon the occurrence of an Event of Default, BDO GS (on CDSS's behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following:
- 7.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;
 - 7.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;
 - 7.3.3 wholly or partly suspend or terminate this Agreement and San Francisco's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or San Francisco's award of Program Funds shall be effective upon San Francisco's receipt of BDO GS or CDSS notice of termination or suspension);
 - 7.3.4 withhold or deny further Program Funds or awards to San Francisco;
 - 7.3.5 require San Francisco to return all or part of any Program Funds , including any interest;
 - 7.3.6 specific performance;
 - 7.3.7 injunctive relief; and
 - 7.3.8 any and all remedies allowed by law or equity.

ARTICLE 8. **TERMINATION**

- 8.1 BDO GS and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to San Francisco, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by San Francisco of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected; (iii) San Francisco files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if San Francisco discontinues or dissolves its business or if a receiver is appointed for San Francisco or San Francisco's business; or (iv) San Francisco fails to provide

BDO GS with adequate assurances within a reasonable time that San Francisco is financially solvent, or BDO GS or CDSS determines that San Francisco is financially insecure.

- 8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, BDO GS may terminate this Agreement upon thirty (30) days' notice if BDO GS is directed by CDSS to terminate this Agreement.
- 8.3 Upon termination of this Agreement for any reason, neither BDO GS nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by San Francisco to any Eligible Recipient. Upon any termination, neither BDO GS nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to San Francisco as a result of such termination. Upon termination, San Francisco shall cease to disburse Program Funds to Eligible Recipients and shall return all Program Funds to the State at the direction of BDO GS or CDSS.

ARTICLE 9.

POLICIES AND LEGAL AUTHORITIES

- 9.1 San Francisco shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to San Francisco's performance under this Agreement, including any licensing and health and safety requirements.
- 9.2 San Francisco shall comply with California Welfare and Institutions Code sections 18999.97 – 18999.98 et seq., including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.
- 9.3 In the event San Francisco does not comply with the terms of this Article 9, BDO GS shall give notice in accordance with Section 15.7 and shall have all rights set forth in Article 7 and Article 8.

ARTICLE 10.

INDEMNIFICATION

- 10.1 San Francisco shall indemnify, defend, and hold harmless BDO GS, its officers, employees and agents, and CDSS and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by BDO GS and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of BDO GS or CDSS), arising out of, resulting from, or relating to, San Francisco's performance under this Agreement and including, but not limited to, the following:

- 10.1.1 Any act, omission, or statement of San Francisco, or any person employed by or engaged under contract with San Francisco, that results in injury (including death), loss, or damage to any person or property;
 - 10.1.2 Any failure on the part of San Francisco to comply with applicable Program Requirements and requirements of law;
 - 10.1.3 Any act or omission of any Eligible Recipient, including but not limited to any failure of any Eligible Recipient to comply with the Program Requirements and the terms of this Agreement;
 - 10.1.4 Any failure on the part of San Francisco or an Eligible Recipient to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
 - 10.1.5 Any injury to property or person occurring on or about the infrastructure or the property of San Francisco or any Eligible Recipient; or
 - 10.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which any facility funded with Program Funds is located.
- 10.2 San Francisco shall indemnify BDO GS and/or CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, lower-tiered subcontractors, or Eligible Recipients, in connection with this Agreement. BDO GS or CDSS shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. San Francisco shall defend BDO GS and/or CDSS with counsel reasonably acceptable to BDO GS and/or CDSS. BDO GS and/or CDSS may, each, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. San Francisco shall not settle any Claim without the consent of BDO GS and/or CDSS, as applicable.
- 10.3 San Francisco agrees to indemnify, defend and hold harmless BDO GS, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened), and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by San Francisco in connection with this Agreement.
- 10.4 This indemnification shall survive the expiration or termination of the Agreement.

ARTICLE 11.

PREVAILING WAGE

Any construction work that is funded with Program Funds is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* San Francisco is responsible for ensuring that all Eligible Recipients comply with Prevailing Wage law as well as any other applicable federal or state labor requirements.

ARTICLE 12.

RELOCATION.

San Francisco is responsible for ensuring that all Eligible Recipients comply with applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), the California Relocation Assistance Law (California Government Code section 7260 *et seq.*) and their implementing regulations (“Relocation Laws”), if any Program Funds will be used for projects that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by CDSS, San Francisco is responsible for ensuring that an Eligible Recipient (i) has a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) provides any required notices and relocation benefits. San Francisco is also responsible for ensuring compliance with California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and ensuring that Eligible Recipients obtain CDSS’s approval of a relocation plan for each resident in care in a manner specified by CDSS.

ARTICLE 13.

INSPECTIONS, AUDITS, AND RECORD RETENTION

- 13.1 BDO GS and CDSS and any of their authorized representatives shall have the right to access any documents, papers, or other records of San Francisco and any Eligible Recipients which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of San Francisco and Eligible Recipient’s books and records, in addition to site inspections, as BDO GS or CDSS deems appropriate.
- 13.2 BDO GS and CDSS and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to San Francisco’s compliance with the terms of this Agreement and Eligible Recipient’s compliance with the Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to protect against fraud, waste and abuse. San Francisco shall include in all agreements with its subcontractors and Eligible Recipients, a requirement that they; (i) provide to BDO GS, and its authorized representatives, and CDSS and its

authorized representatives access to their records and facilities; and (ii) cooperate with any desk reviews.

- 13.3 The right to access records also includes timely and reasonable access to San Francisco's and the Eligible Recipient's personnel for the purpose of interview and discussion related to the requested documents and/or information.
- 13.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by San Francisco and the Eligible Recipient.
- 13.5 San Francisco shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter, and require that all Eligible Recipients retain all records related to the Program Funds for the same period.
- 13.6 San Francisco shall, and shall ensure that each of its subcontractors and Eligible Recipients complies with the requirements set forth in Attachment C – The California Department of Social Services Confidentiality and Information Security Requirements.
- 13.7 Any review or inspection undertaken by BDO GS, its designee, or CDSS, or its designee, of San Francisco's records or of any Eligible Recipient's records or facility is solely for the purpose of determining whether San Francisco or the Eligible Recipient is properly discharging its obligations to CDSS, and should not be relied upon by San Francisco or by any third parties as a warranty or representation by BDO GS or CDSS as to the quality of the design, construction, or operation of any project. San Francisco agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by BDO GS or CDSS by one of the following options:
 - 13.7.1 San Francisco's remittance to BDO GS or CDSS of the full amount of the audit exception within thirty (30) days following BDO GS request for payment; or
 - 13.7.2 A repayment schedule which is agreeable to BDO GS, CDSS and San Francisco.

BDO GS reserves the right to select which option described above shall be employed; and BDO GS shall notify San Francisco in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

- 13.8 Reporting Requirements. San Francisco shall provide BDO GS and CDSS with the following reports:
 - 13.8.1 Initial quarterly reports shall be submitted within thirty (30) days of the end of each quarter. Updated quarterly reports reflecting any changes or

corrections shall be submitted as soon as is practicable following the initial quarterly report.

13.8.2 An annual Program Fund Expenditure Report to be submitted not later than January 31st of each year for the prior calendar year.

13.8.3 A final report to be submitted no later than sixty (60) days after the final disbursement of Program Funds to Eligible Recipients.

All reports shall be in a form and contain such information as required by CDSS in its sole and absolute discretion. In addition to the above reporting requirements, BDO GS and CDSS may request additional reports and information necessary for BDO GS and CDSS to monitor compliance with the Program Requirements. San Francisco shall be responsible for obtaining any necessary reporting information from its subcontractors and Eligible Recipients.

ARTICLE 14. **THIRD PARTY BENEFICIARIES.**

The State, represented by CDSS in this Agreement, is a third party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to San Francisco. San Francisco shall name BDO GS and CDSS as third party beneficiaries with rights of enforcement in all agreements entered into by San Francisco with Eligible Recipients.

ARTICLE 15. **MISCELLANEOUS.**

15.1 Dispute Resolution:

15.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California

15.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 15.1.1, a Party may bring the controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, to a court of competent jurisdiction, which shall be located in Sacramento County, California.

15.1.3 Reserved.

15.1.4 San Francisco shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

15.1.5 This Section 15.1 shall not apply to the State.

- 15.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 15.2 does not apply to the State.
- 15.3 Waiver. BDO GS's failure to notify San Francisco of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.
- 15.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. BDO GS or CDSS may seek equitable relief, including an injunction, against San Francisco in connection with any breach or threatened breach of this Agreement.
- 15.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, San Francisco waives any right to seek, and BDO GS and CDSS shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if San Francisco advises BDO GS or CDSS of the possibility of any such damages.
- 15.6 Relationship. San Francisco is an independent contractor with respect to BDO GS. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.
- 15.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

15.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

15.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for BDO GS, Geoffrey Ross, Geoffrey.Ross@bdogov.com, and Dania Khan, Dania.Khan@bdogov.com; (ii) for San Francisco, Jenny Louie, [email to be added] and [REDACTED]. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 15.7(iii) (A), (B) or (C).

15.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 15.7(iii) (A), (B) or (C).

15.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

15.9 Assignment. San Francisco shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of BDO GS and CDSS. BDO GS's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without San Francisco's consent. In the event that BDO GS assigns its obligations under this Agreement to CDSS, BDO GS shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS provided however, that BDO GS shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement

shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

- 15.11 Independent Legal and Tax Advice. BDO GS and San Francisco, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate.
- 15.12 Exhibits. The Attachments, Schedules, and Addenda attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.
- 15.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.
- 15.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 15.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
- 15.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, San Francisco agrees that the State may use and refer to San Francisco and any Eligible Recipients in any publication, news release, advertising, speech, technical paper, or for any other purposes.
- 15.17 Notice of Litigation. Promptly, and in any event within ten (10) business days after an officer or other authorized representative of San Francisco obtains

knowledge thereof, San Francisco shall provide written notice to BDO GS of (i) any litigation or governmental proceeding pending against San Francisco which could materially adversely affect San Francisco's or any of its Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements; and (ii) any other event which is likely to materially adversely affect San Francisco or an Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements.

- 15.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.
- 15.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.
- 15.20 Approvals. Whenever this Agreement calls for a Party's approval or for CDSS's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.
- 15.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

BDO Government Services, LLC

**CITY AND COUNTY OF SAN
FRANCISCO**

By: _____

Signature of Authorized Representative

Alethia Thomas

Print or Type Name of Person Signing

BDO GS Principal

Representative Title

By: _____

Signature of Authorized Representative

Jenny Louie

Print or Type Name of Person Signing

Chief Operating Officer

Department of Public Health

Representative Title

Date: _____

Date: _____

APPROVAL AS TO FORM

By: _____

Signature of Authorized Representative

Print or Type Name of Person Signing

Print or Type Name of Law Firm

Date: _____

LIST OF ATTACHMENTS

Title	No. of Pages
Attachment A – State Requirements	5
Attachment B – Certification Regarding Lobbying and Conflicts of Interest	2
Attachment C – CDSS Confidentiality and Information Security Requirements	13
Attachment D – Funding Letters	51
Attachment E – Award Letters to County dated April 2023	3

Attachment A

STATE REQUIREMENTS

1. California Civil Rights Requirements

- a. During the performance of this Agreement, San Francisco and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. San Francisco shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. San Francisco and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

San Francisco shall permit access by representatives of the Department of Fair Employment and Housing, BDO GS and/or CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities to ascertain compliance with this clause. San Francisco and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

San Francisco shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Agreement.

- b. Pursuant to Public Contract Code § 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

- (1) CALIFORNIA CIVIL RIGHTS LAWS: San Francisco certifies compliance with the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1,

Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

- (2) EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if San Francisco has an internal policy against a sovereign nation or peoples recognized by the United States government, San Francisco certifies that such policies are not used in violation of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.
- c. In the event of San Francisco's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and San Francisco may be declared ineligible for further state contracts or grants.
- d. San Francisco will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each San Francisco or vendor. San Francisco will take such action with respect to any subcontract or purchase order BDO GS may direct as a means of enforcing such provisions.

2. Subcontract Requirements

- a. San Francisco may enter into subcontracts for services to be performed pursuant to the Program Funding Agreement, provided such subcontracts are consistent with this Agreement and provided further that San Francisco follows its procurement policy, a copy of which has been previously provided to and approved by BDO GS. BDO GS or CDSS reserve the right to require the substitution of subcontractors and require San Francisco to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from BDO GS requiring the substitution and/or termination of a subcontract, San Francisco shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.

- b. San Francisco shall maintain a copy of each subcontract, including supporting documentation of cost reasonableness for subcontracting services and shall, upon request by BDO GS or CDSS, make copies available for approval, inspection, or audit.
- c. BDO GS and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between San Francisco and Eligible Recipients. San Francisco accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between San Francisco and Eligible Recipients.
- d. San Francisco is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- e. San Francisco shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- f. San Francisco agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three (3) years after termination of this Agreement and final payment of Program Funds, to permit BDO GS or CDSS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

- g. Except as otherwise provided in this Agreement, or as may be stipulated in writing by BDO GS, BDO GS shall be San Francisco's sole point of contract for all matters related to performance and payment under this Agreement.
- h. San Francisco shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

3. Income Restrictions

Unless otherwise stipulated in this Agreement, San Francisco agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by San Francisco under this Agreement shall be paid by San Francisco to BDO GS so that BDO GS can pay CDSS, to the extent that they are properly allocable to costs for which San Francisco has been reimbursed by BDO GS under this Agreement.

4. Site Inspection

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract-supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of San Francisco, San Francisco shall provide and shall require its contractors and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

5. Warranties

San Francisco represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to BDO GS or CDSS in this Agreement.
- d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way San Francisco's performance of this Agreement.
- f. All materials and equipment furnished in accordance with this Agreement and all work performed by San Francisco will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.
- g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.
- h. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

6. Suspension or Stop Work Notification

- a. Upon reasonable belief of material breach, violation or default of the Agreement, or upon an Event of Default under the Agreement, BDO GS may issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by BDO GS's Designated

Representative.

Upon receipt of said notice, San Francisco is to suspend and/or stop all, or any part of, the work called for by this Agreement.

- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from BDO GS. The resumption of work (in whole or part) will be at BDO GS's discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, San Francisco shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within ninety (90) days of the issuance of a suspension or stop work notification, BDO GS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation/Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, San Francisco may resume work only upon written concurrence of BDO GS.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation/Termination, BDO GS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. In accordance with Article 10 and Section 15.5 of the Agreement, BDO GS shall not be liable to San Francisco or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

7. Compliance with Statutes and Regulations

- a. San Francisco shall comply with all applicable California and federal law, regulations, and published guidelines in connection with this Agreement.

Attachment B

State of California
Department of Social Services

CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By entering into the Agreement and accepting Program Funds, San Francisco is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.

2. San Francisco is aware of California state laws and regulations regarding employing current or former state employees. If San Francisco has any questions on the status of any person rendering services or involved with the Agreement, BDO GS must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code § 10410): 1). No officer or employee of the State shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment. No officer or employee of the State shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Pub. Contract Code § 10411): 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. For the twelve-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to their leaving state service.

If San Francisco violates any provisions of above paragraphs, such action by San Francisco shall render this Agreement void (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (Pub. Contract Code § 10430(e)).

**CITY AND COUNTY OF SAN
FRANCISCO**

Printed Name of Person Signing

Jenny Louie

Contract Number: _____

**Signature of Person Signing for City and
County**

Date

Chief Operating Officer
Department of Public Health
Title

After execution by or on behalf of San Francisco, please return to:
California Department of Social Services

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING
AND CONFLICTS OF INTEREST

B-2

Attachment C

The California Department of Social Services Confidentiality and Information Security Requirements County - v 2019 01

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as “this Exhibit” or “Attachment C”) sets forth the information security and privacy requirements San Francisco is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by San Francisco, pursuant to the Agreement in which this Attachment is incorporated. CDSS, BDO GS and San Francisco desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I Order of Precedence. With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between San Francisco and BDO GS.

II. Effect on lower tier transactions. The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). San Francisco shall incorporate the contents of this Attachment into each lower tier transaction.

III. Confidentiality of Information.

a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:

- i. “Confidential Information” is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- ii. “Sensitive Information” is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS’ fiscal resources and operations).
- iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number,

Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. “Breach” is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

v. “Information Security Incident” is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.
- b. CDSS CSP which may become available to San Francisco as a result of the implementation of the Agreement shall be protected by San Francisco from unauthorized access, use, and disclosure as described in this Attachment.
- c. San Francisco is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act – California Civil Code section 1798 *et seq.*
 - Public Records Act – California Government Code section 6250 *et seq.*
 - California Penal Code section 502, 11140–11144, 13301–13303
 - Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50

- Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** “Confidential Information,” “Sensitive Information,” and “Personal Information” (CDSS CSP) does not include information that:
 - i. is or becomes generally known or available to the public other than because of a breach by San Francisco of these confidentiality provisions;
 - ii. already known to San Francisco before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to San Francisco from a third party except where San Francisco knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by San Francisco without reference to CDSS CSP.

III. San Francisco Responsibilities.

- a. **TRAINING.** San Francisco shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. **USE RESTRICTIONS.** San Francisco shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. **DISCLOSURE OF CDSS CSP.** San Francisco shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

- d. **SUBPOENA.** If San Francisco receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, San Francisco will immediately notify the BDO GS Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by San Francisco's responsible unit for handling subpoenas and court orders.
- e. **INFORMATION SECURITY OFFICER.** San Francisco shall designate an Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.
- f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** San Francisco shall promptly transmit to the BDO GS Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** San Francisco shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between San Francisco and BDO GS, or upon a date mutually agreed upon by the Parties following expiration or termination, San Francisco shall return or destroy CDSS CSP. If return or destruction is not feasible, San Francisco shall provide a written explanation to the BDO GS Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform San Francisco in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, San Francisco may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **RECORDS RETENTION.** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. San Francisco agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the

make these materials and records available to the State or its representative including the State Auditor. San Francisco agrees to allow the State or its representative access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, San Francisco agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.

- k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.** San Francisco's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until San Francisco returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between San Francisco and BDO GS, San Francisco shall not further use or disclose CDSS CSP except as required by state or federal law.
- l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If San Francisco elects to destroy CDSS CSP, San Francisco shall certify in writing, to the BDO GS Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.
- m. **BACKGROUND CHECK.** Before a member of San Francisco's workforce may access CDSS CSP, San Francisco must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. San Francisco shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- n. **CONFIDENTIALITY SAFEGUARDS.** San Francisco shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. San Francisco shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of San Francisco's operations and the nature and scope of its activities, including at a minimum the following safeguards:
 - i. **General Security Controls.**
 - 1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, San Francisco acknowledges that the information resources maintained by CDSS and provided to San Francisco may be confidential, sensitive, and/or personal and

requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All San Francisco-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.
3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All San Francisco-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, San Francisco shall install security patches and updates in a timely manner on all San Francisco-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on San Francisco's risk assessment of such patches and updates, the technical requirements of San Francisco's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating

controls will be implemented based upon the results of a risk assessment.

9. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDSS CSP. San Francisco's password policy must be based on information security best practices for password length, complexity, and reuse.
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls.**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by San Francisco outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This

requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.

6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls.**

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls.**

1. **Disaster Recovery.** San Francisco must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. **Data Backup Plan.** San Francisco must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls.**

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an

individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of San Francisco except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that San Francisco confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if San Francisco's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. **Information Security Incidents and/or Breaches of CDSS CSP.**

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** San Francisco shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** San Francisco shall notify the BDO GS Project Director and CDSS Information Security and Privacy Officer of an Information Security

Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow San Francisco to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. San Francisco will notify CDSS and BDO GS within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and BDO GS informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** San Francisco shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and San Francisco shall cooperate fully in such investigations. San Francisco is not required to disclose their un-redacted confidential, proprietary, or privileged information. San Francisco will keep CDSS fully informed of the results of any such investigation.
- e. **Updates on Investigation.** San Francisco shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the BDO GS Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between San Francisco and the BDO GS Program Director/CDSS Information Security and Privacy Officer. San Francisco is not required to disclose their unredacted confidential, proprietary, or privileged information.
- f. **Written Report.** San Francisco shall provide a written report of the investigation to the BDO GS Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. San Francisco is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. San Francisco point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;

- iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
 - vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and
 - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, San Francisco shall be responsible for all direct and reasonable costs incurred by BDO GS or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from San Francisco's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, BDO GS staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.
- V. **Contact Information.** To direct communications to the above-referenced BDO GS and CDSS staff, San Francisco shall initiate contact as indicated herein. BDO GS and CDSS reserve the right to make changes to the contact information below by giving written notice to San Francisco. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

BDO GS Project Director	CDSS Information Security & Privacy Officer
See Summary Cover Sheet of the Program Funding Agreement for BDO GS Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814

	Email: iso@dss.ca.gov Telephone: (916) 651-5558
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- VI. Audits and Inspections.** CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. San Francisco shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the BDO GS Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or BDO GS inspects, or fails to inspect, or has the right to inspect, does not relieve San Francisco of its responsibility to comply with this Attachment.
- VII. Amendment.** The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.
- VIII. Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- IX. Termination.** An Information Security Incident and/or Breach of CDSS CSP by San Francisco, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between San Francisco and BDO GS and grounds for immediate termination of the Agreement.
- X. CDSS Confidentiality and Security Compliance Statement.**

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT V 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to San Francisco may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, and Safeguarding Information for the

Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

City and County Project Representative _____

Name (Printed): Jenny Louie

Title: Chief Operating Officer, Department of Public Health

Business Name: City and County of San Francisco

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

Attachment D

FUNDING LETTERS

[attached]

December 14, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this letter is to notify All County Welfare Directors of a one-time \$55 million appropriation for Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds as a result of the Budget Act of 2022 (AB 178, Chapter 45, Statutes of 2022). Additionally, counties that did not accept allocations from the Notice of Funding Availability (NOFA) dated June 10, 2022, have another opportunity to accept previously offered funds or indicate their interest in program participation by submitting a Letter of Interest (LOI) no later than Wednesday, January 25, 2023.



CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



December 14, 2022

TO: ALL COUNTY WELFARE DIRECTORS

FROM: HANNA AZEMATI, DEPUTY DIRECTOR
HOUSING AND HOMELESSNESS DIVISION

SUBJECT: NOTICE OF FISCAL YEAR (FY) 2022--23 AND FY 2021--22
COMMUNITY CARE EXPANSION PRESERVATION FUNDS FOR
COUNTIES

REFERENCE: [ASSEMBLY BILL \(AB\) 178 \(CHAPTER 45, STATUTES OF 2022\),
AB 172, COMMUNITY CARE EXPANSION PRESERVATION
NOTICE OF FUNDING AVAILABILITY DATED JUNE 10, 2022.](#)

The purpose of this letter is to notify All County Welfare Directors of a **one-time \$55 million** appropriation for noncompetitive allocations of the Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds as a result of the [Budget Act of 2022](#) (AB 178, Chapter 45, Statutes of 2022). These funds are available in addition to funds previously announced in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#).

Counties that did not accept funds in the first release through the [NOFA dated June 10, 2022](#) have another opportunity to accept previously offered funds as outlined in Section V. Counties with populations under 200,000 who are interested but not able to accept funds at this time may indicate interest in program participation by submitting a Letter of Interest (LOI). The LOI process is outlined in Section VI. **The deadline to accept funds or submit an LOI is Wednesday, January 25, 2023.**

This letter also notifies counties of two changes related to the funds announced in the [NOFA dated June 10, 2022](#), outlined further in Section II and Section III below including a change in funding source for Capital Projects (CP) funds as well as the administrative cost limits associated with CCE Preservation Funds.

The California Department of Social Services (COSS) is contracting with Advocates for Human Potential, Inc. (AHP), to serve as the third-party administrator for the CCE program.

I. BACKGROUND

The CCE program was established by [AB 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program provides funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve people receiving or applying for Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

The **CCE Preservation Funds** are for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients SSI/SSP or CAPI, including those who are experiencing or at risk of homelessness. The CCE Preservation Funds are divided into two components:

- 1) **Operating Subsidy Payments (OSP)** to fund operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. OSP funds can cover an eligible licensed facility's actual or projected operating deficits.
- 2) **Capital Projects (CP)** to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also fund repairs needed to ensure facilities are compliant with licensing standards.

The [NOFA dated June 10, 2022](#), announced a total of \$197.5 million in noncompetitive allocations for all counties with eligible licensed residential adult and senior care facilities. This funding was appropriated through the Budget Act of 2021. Counties were required to accept or decline all or a portion of the OSP and/or CP allocation(s) via Director's Certification by July 29, 2022. Through this process, thirty-five out of forty-seven eligible counties accepted over \$187 million in noncompetitive allocations. Program requirements and guidance for the CCE Preservation Funds are outlined in the [NOFA dated June 10, 2022](#).

II. FY 2022-23 FUNDING AVAILABILITY

The Budget Act of 2022 appropriated an additional, one-time \$55 million to fund OSPs. COSS will reserve up to five percent of the funds for state operations and

administration. The remaining \$52,250,000 will be available to counties via a needs-based allocation methodology, as reflected in Section IV.

A summary of total CCE Preservation funding amounts provided to counties in FY 2021--22 and FY 2022--23 is outlined in the table below. The FY 2022--23 OSP funds have the same expenditure deadlines as the FY 2021--22 OSP funds.

Additionally, the funding source for CP funds has changed from State and Local Fiscal Recovery Funds (SFRF) to the state General Fund.

Purpose	Match	Funding Source and Expenditure Timeline	Allocated Amount
OSP-FY 2022--23	None	State general funds must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$52,250,000
OSP-FY 2021--22	None	State general funds must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$54,747,179
CP-FY 2021--22	10% match	State general funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$142,488,003
		Total CCE Preservation Funds	\$249,485,182

III. CHANGE TO ADMINISTRATIVE COST LIMIT

Previously, the [NOFA dated June 10, 2022](#), required that counties minimize administrative costs, not to exceed 10 percent. Based on the nature of the CCE Preservation Program and the significant level of coordination, planning and oversight required to implement the program, **COSS has increased the threshold of funding that may be used for administrative activities from 10 percent to 15 percent.**

Counties should continue to minimize administrative costs, not to exceed the 15 percent limit. This threshold applies to all CCE Preservation Funds, including any CCE Preservation Funds previously accepted via the [NOFA dated June 10, 2022](#).

IV. UPDATED COUNTY ALLOCATIONS AND METHODOLOGY

Funding is available via a noncompetitive allocation for counties with qualifying facilities (i.e., licensed facilities that are not funded by regional centers and that are currently serving individuals who are applicants or recipients of SSI/SSP or CAPI). The FY 2022--23 OSP Funds were distributed proportionate to each county's share of statewide need. Statewide need is defined as the total number of beds in qualifying facilities occupied by an applicant or recipient of SSI/SSP, according to COSS' Community Care Licensing Division (CCLD) survey data. Allocations are not available via the FY 2022--23 non-competitive allocation for counties with no qualifying facilities.

Allocation amounts are listed in Attachment One.

V. PROCESS TO ACCEPT FUNDS

Counties wishing to accept the noncompetitive allocations in Attachment One, Tables 1 and/or 2 shall submit a signed and completed Director's Certification (Attachment Two) to housing@dss.ca.gov. The Director's Certification is required for the county to accept the remaining FY 2021--22 funds and/or the additional FY 2022--23 funds, regardless of whether the county is newly participating or has previously accepted CCE Preservation Funds. The COSS will only accept Director's Certifications from the designated county department that accepted the funds announced in the [NOFA dated June 10, 2022](#).

Counties must accept or decline funds via the Director's Certification by Wednesday, January 25, 2023.

Additional information for counties accepting funds for the first time

Any county that did not already accept funds announced in the [NOFA dated June 10, 2022](#), may accept funds in response to this funding announcement. Counties must review the [NOFA dated June 10, 2022](#), for further information on program requirements and guidance.

Counties accepting funds for the first time may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds. Examples include, but are not limited to, social service departments, health departments, aging or adult services, behavioral health departments, or housing and community development departments. Counties are encouraged to contact housing@dss.ca.gov with any questions related to the funds acceptance process.

VI. LETTER OF INTEREST

The COSS recognizes that many counties with populations under 200,000 did not accept the allocations published in the [NOFA dated June 10, 2022](#). Recognizing the need to preserve licensed adult and senior care facilities across the entire state, COSS is accepting Letters of Interest (LOI) from counties with populations less than 200,000 who are interested in accepting CCE Preservation Funds but require additional supports to do so, and are therefore not able to accept funds at this time.

If a county with **a population of less than 200,000** is interested in implementing a CCE Preservation program, but not currently able to accept CCE Preservation Funds, please provide an LOI addressing the following elements:

- I. Summary of county's interest and need for CCE Preservation Funds
- II. Barriers preventing the county from implementing CCE Preservation Funds
- III. Resources or supports that COSS or AHP could provide to overcome these barriers

Please submit LOIs (no more than one LOI per county) **by Wednesday, January 25, 2023**, to housing@dss.ca.gov.

The COSS will review LOIs to understand where additional technical assistance or support is needed. The COSS may request additional information to better understand the barriers identified within LOIs. Funding is not guaranteed through submission of an LOI. Furthermore, an LOI is not required before submitting a Director's Certification.

Counties are encouraged to contact housing@dss.ca.gov with any questions regarding the LOI process.

VII. UPDATED AWARD TIMELINE

The COSS will issue award letters on a rolling basis within 45 business days of receiving a completed Director's Certification.

The AHP will issue or amend a Standard Agreement (contract), as applicable following the release of award letters. The Standard Agreement must be signed, submitted, and fully executed with AHP before these additional OSP funds will be disbursed.

The [NOFA dated June 10, 2022](#), requires that participating counties submit an Implementation Plan by January 15, 2023. If a continuing county has already submitted an Implementation Plan by the time additional funds are accepted, counties may amend their plan, if needed. The COSS does not anticipate significant changes in county implementation plans based on this FY 2022--23 augmented funding. Further instructions related to amended or revised Implementation Plans, as well as

Implementation Plan timeline for newly participating counties, will be provided under separate cover, as applicable.

VII. TECHNICAL ASSISTANCE AND ADDITIONAL INFORMATION

The COSS and AHP are committed to providing support to counties interested in implementing CCE Preservation Funds. The AHP will be providing informational webinars, templates and sample documents, and direct technical assistance support throughout implementation. Counties are encouraged to contact housing@dss.ca.gov with any questions, concerns, or technical assistance requests regarding implementation of the CCE Preservation Program.

Refer to the [NOFA dated June 10, 2022](#), for more information on the purpose, eligibility requirements, program operating requirements, and responsibilities for county implementation of the CCE Preservation Funds.

Refer to the [CCE Preservation website](#) to review additional resources, including FAQs and a recording of an informational webinar held June 17, 2022.

Contact housing@dss.ca.gov with questions about this letter or attachments.

ATTACHMENT ONE: ALLOCATION TABLES

Counties wishing to accept the noncompetitive allocations in Tables 1 and/or 2 shall submit a signed and completed Director's Certification (Attachment One of this ACWDL) to housing@dss.ca.gov by **Wednesday, January 25, 2023**.

Table One: Operating Subsidy Payment Noncompetitive Allocations

County	A. FY 21--22 OSP Funds Remaining	B. Additional FY 22--23 OSP Funds	C. Total FY 21--22 and FY 22--23 OSP Funds Available to Accept (A+B)	<i>D. For Reference: Total OSP Funds Made Available through FY 21--22 and FY 22--23 (includes new and previously accepted funds)</i>
Alameda	Accepted	\$1,535,773	\$1,535,773	\$3,055,380
Alpine				
Amador	\$200,000	\$26,221	\$226,221	\$226,221
Butte*				
Calaveras	\$200,000	\$18,729	\$218,729	\$218,729
Colusa				
Contra Costa	Accepted	\$1,202,398	\$1,202,398	\$2,392,139
Del Norte				
El Dorado	\$200,000	\$22,475	\$222,475	\$222,475
Fresno	Accepted	\$1,112,499	\$1,112,499	\$2,213,288
Glenn	Accepted	\$14,983	\$14,983	\$214,983
Humboldt	Accepted	\$41,204	\$41,204	\$241,204
Imperial	\$200,000	\$153,577	\$353,577	\$353,577
Inyo				
Kern	Accepted	\$839,057	\$839,057	\$1,669,281
Kings	\$200,000	\$52,441	\$252,441	\$252,441
Lake	\$200,000	\$22,475	\$222,475	\$222,475
Lassen	\$200,000	\$7,492	\$207,492	\$207,492
Los Angeles	Accepted	\$19,863,912	\$19,863,912	\$39,518,733
Madera	Accepted	\$89,899	\$89,899	\$289,899
Marin	Accepted	\$221,002	\$221,002	\$439,677
Mariposa				

Mendocino	\$200,000	\$59,933	\$259,933	\$259,933
Merced	Accepted	\$86,153	\$86,153	\$286,153
Modoc				
Mono				
Monterey	Accepted	\$651,767	\$651,767	\$1,296,673
Napa	\$200,000	\$14,983	\$214,983	\$214,983
Nevada	Accepted	\$14,983	\$14,983	\$214,983
Orange	Accepted	\$4,685,981	\$4,685,981	\$9,322,636
Placer	Accepted	\$198,527	\$198,527	\$398,527
Plumas				
Riverside	Accepted	\$1,797,978	\$1,797,978	\$3,577,030
Sacramento	Accepted	\$2,442,254	\$2,442,254	\$4,858,800
San Benito*				
San Bernardino	Accepted	\$2,816,833	\$2,816,833	\$5,604,015
San Diego	Accepted	\$3,382,447	\$3,382,447	\$6,729,289
San Francisco	Accepted	\$1,513,298	\$1,513,298	\$3,010,667
San Joaquin	Accepted	\$1,352,230	\$1,352,230	\$2,690,226
San Luis Obispo	Accepted	\$138,594	\$138,594	\$338,594
San Mateo	Accepted	\$827,819	\$827,819	\$1,646,924
Santa Barbara	\$263,151	\$265,951	\$529,102	\$529,102
Santa Clara	Accepted	\$1,636,909	\$1,636,909	\$3,256,588
Santa Cruz	Accepted	\$483,207	\$483,207	\$961,327
Shasta	\$200,000	\$138,594	\$338,594	\$338,594
Sierra				
Siskiyou	Accepted	\$48,695	\$48,695	\$248,695
Solano	Accepted	\$580,597	\$580,597	\$1,155,083
Sonoma	Accepted	\$344,613	\$344,613	\$685,598
Stanislaus	Accepted	\$1,532,027	\$1,532,027	\$3,047,928
Sutter	Accepted	\$550,631	\$550,631	\$1,095,466
Tehama	\$218,675	\$221,002	\$439,677	\$439,677
Trinity	Accepted	\$22,475	\$22,475	\$222,475
Tulare	\$448,469	\$453,240	\$901,709	\$901,709
Tuolumne	\$200,000	\$26,221	\$226,221	\$226,221
Ventura	Accepted	\$569,360	\$569,360	\$1,132,727
Yolo	Accepted	\$104,882	\$104,882	\$304,882
Yuba	Accepted	\$63,678	\$63,678	\$263,678
Total	\$3,130,295	\$s2,2so,ooo	\$55,380,295	\$106,997,179

*Counties marked with an asterisk have licensed facilities in which regional centers are not the vendor, but the allocation methodology used did not identify any such licensed facilities that serve any recipients or applicants of SSI/SSP or CAPI. If the county is

aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting housing@dss.ca.gov by the deadline of **Wednesday, January 25, 2023**.

Table One Column Descriptions

- Column A indicates whether a county has already accepted the FY 2021--22 OSP funds previously made available, or whether there are remaining funds available for acceptance from FY 2021--22.
- Column B provides the new, additional FY 2022--23 OSP allocation amount available for acceptance.
- Column C totals the available funds in Column A and B - **this is the total amount available for the county to accept at this time through the Director's Certification.**
- Column D is the total amount that has been made available to the county, including funds already accepted and funds currently available to accept. For example, if all OSP funds are accepted from FY 2021--22 and FY 2022--23, the amount in Column D will be the total amount that the county has available in OSP funds.

Table Two: Capital Preservation (CP) Funds Noncompetitive Allocations

Counties that did not initially accept any FY 2021--22 CP funds may accept the FY 2021--22 CP noncompetitive allocation amounts **before Wednesday, January 25, 2023**. The allocation amounts below are the same as those published in the [NOFA dated June 10, 2022](#). Counties that have already accepted the allocations are indicated as such. No additional CP funds were appropriated in FY 2022-23.

County	Remaining FY 2021--22 CP Funds
Alameda	Accepted
Alpine	
Amador	\$200,000
Butte*	
Calaveras	\$200,000
Colusa	
Contra Costa	Accepted
Del Norte	
El Dorado	\$200,000
Fresno	Accepted
Glenn	Accepted
Humboldt	Accepted
Imperial	\$413,612
Inyo	Accepted
Kern	Accepted
Kings	\$200,000
Lake	\$200,000
Lassen	\$200,000
Los Angeles	Accepted
Madera	Accepted
Marin	Accepted
Mariposa	
Mendocino	\$200,000
Merced	\$232,026
Modoc	
Mono	
Monterey	Accepted
Napa	\$200,000
Nevada	Accepted
Orange	Accepted
Placer	Accepted
Plumas	
Riverside	Accepted
Sacramento	Accepted
San Benito*	
San Bernardino	Accepted
San Diego	Accepted
San Francisco	Accepted

San Joaquin	Accepted
San Luis Obispo	Accepted
San Mateo	Accepted
Santa Barbara	Accepted
Santa Clara	Accepted
Santa Cruz	Accepted
Shasta	\$373,259
Sierra	
Siskiyou	Accepted
Solano	Accepted
Sonoma	\$928,104
Stanislaus	Accepted
Sutter	Accepted
Tehama	\$595,197
Trinity	Accepted
Tulare	\$1,220,659
Tuolumne	\$200,000
Ventura	Accepted
Yolo	Accepted
Yuba	Accepted
Total	\$5,562,857

*Counties marked with an asterisk have licensed facilities in which regional centers are not the vendor, but the allocation methodology used did not identify any such licensed facilities that serve any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting housing@dss.ca.gov by the deadline of **Wednesday, January 25, 2023**.

ATTACHMENT TWO: FY 22--23 CCE PRESERVATION DIRECTOR'S CERTIFICATION

Counties must submit a completed, signed Director's Certification to housing@dss.ca.gov by **Wednesday, January 25, 2023**, to accept funds. Director's Certifications must be submitted by both counties accepting CCE Preservation Funds for the first time, as well as counties that have not previously accepted funds for the program - however, please note that not all sections are applicable to counties that previously accepted funds.

Section I: Contact Information

All counties:

1. County: _____
2. Point of contact for this Director's Certification (Note: COSS and AHP may contact this person if there are questions about the certification):
 - A. Name: _____
 - B. Title: _____
 - C. Email: _____
3. Please indicate which county agency or department is accepting funds on behalf of the county:
 - A. County Department or Agency Name: _____

Section II: Accept OSP Funds

Counties accepting any OSP funds must fill out this Section, regardless of whether they have previously accepted CCE Preservation Funds.

4. The county hereby:
 - ☐ Accepts the full allocation of OSP funds (Attachment One, Table One, Column C)
 - ☐ Accepts a partial allocation of OSP funds (Attachment One, Table One, Column C)
 - ☐ Declines entire allocation of OSP funds available (Attachment One, Table One, Column D)Confirm amount of OSP funds accepted (do not include previously accepted funds): \$ _____
5. Confirm total amount of OSP funds accepted by the county to date, including any OSP funds previously accepted and the amount accepted in Question 4:
\$ _____

[g] Please check this box if the county is interested in accepting additional OSP funds, if available

Section III: Accept CP Funds

If a county has already accepted the full amount of CP funds currently available to their county, **do not complete this section.** Although no additional funds have been made available for CP funds in FY 2022--23, counties that did not previously accept FY 2021--22 CP funds may fill out the below to do so.

6. ☐ county hereby:

☐ Accepts the full amount of CP funds in Attachment One, Table Two

☐ Accepts a partial amount of CP funds in Attachment One, Table Two

☐ Declines entire allocation of CP funds available in Attachment One, Table Two

7. Confirm amount of CP funds accepted (do not include previously accepted funds): \$ _____

☐ Check this box if the county is interested in accepting additional CP funds, if available.

[g] Check this box to confirm the county will provide the 10 percent match for any CP funds accepted. Match may be provided by the county or contributed by facilities awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met.

Section IV: Director Certification Agreement

By submitting this certification to accept funds, the Director of the county department administering the program certifies that the implementation of CCE Preservation Funds will be consistent with relevant laws, regulations, program guidance, and evidence-based practices, including those outlined in this ACWDL as well as the [NOFA dated June 10, 2022](#).

County Director Signature

County Director Name

Date

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE
EXPANSION PROGRAM: PRESERVATION OPERATIONAL
SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#); [Welfare and Institutions Code \(WIC\) Section 18999.97](#); [Senate Bill \(SB\) 129 \(Chapter 69, Statutes of 2021\)](#)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

I. PROGRAM BACKGROUND

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of \$805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of \$195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the “[prioritized population](#)” of qualified residents who are experiencing or at risk of homelessness ([WIC sections 18999.97\(c\)\(1\) and \(2\)](#)).

The \$195 million Preservation Funds comprise \$55 million in state general funds for preservation operating subsidy payments and \$140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to [Section II: Allocation and Budget](#) for additional information on the funding available for each of these eligible uses and expenditure deadlines.

California State Priorities

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, \$570 million is available for the CCE Capital Expansion Program through a joint [Request for Applications](#) alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

[CCE Capital Expansion](#) funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the [Improving California's Infrastructure website](#) for more information on CCE Capital Expansion funds.

II. ALLOCATION AND BUDGET INFORMATION

Funding Availability

The CCE Preservation Funds identified in this letter total \$195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by [regional centers](#) are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** \$55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving [qualified residents](#). The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to [Sections 101](#) and [201](#) for more information on OSPs.
- **Capital Projects (CP):** \$140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to [Sections 102](#) and [202](#) for more information on CPs.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Funding and match requirements are as follows:

Purpose	Match	Funding Source and Expenditure Timeline	Amount
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$140,000,000
Total CCE Preservation Funds			\$195,000,000

Federal and State Expenditure Timeline

Of the \$195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

Allocation Methodology

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in [Section 206](#). A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to “Process to Accept CCE Preservation OSP and/or CP Funds” below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by [regional centers](#)). However, a base allocation of \$200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact cce.preservation@ahpnet.com no later than July 15, 2022.

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Refer to [Section 206](#) to review the counties that fall into this category, as indicated by an asterisk.

Allocations and Awards Timeline

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director's Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director's Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

Process to Accept CCE Preservation OSP and/or CP Funds

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

Counties must accept or decline funds via the Director's Certification in the web portal by July 15, 2022. Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

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of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

Award Announcement and Contract

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

III. PROGRAM ADMINISTRATION

Summary of Program Requirements

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with [CCLD](#) at CDSS.
- Maximize funds for preservation of licensed facilities serving [qualified residents](#) and the [prioritized population](#) and limiting county administrative costs to 10 percent or less.

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- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

Technical Assistance

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting cce.preservation@ahpnet.com.

Additional information about AHP and CCE is available at <https://www.buildingcalhhs.com>.

IV. QUESTIONS AND ADDITIONAL INFORMATION

Contact cce.preservation@ahpnet.com with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022; an announcement will be forthcoming, following the release of this letter.

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Article I – Program Overview

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the [prioritized population](#) of qualified residents who are experiencing or at risk of homelessness.

Section 101 – Preservation OSP

The intent of the OSP funds is to provide [operating subsidies](#) to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a [regional center](#) are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in [Section 205](#).

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a [qualified resident](#) that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least \$1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than \$1,000 per bed for qualified residents. For example, if the monthly amount is set at \$1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of \$4,000 in OSP funds that

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month. If in the next month there are only three beds occupied by qualified residents, the facility would receive \$3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by [qualified residents](#), then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with [Welfare and Institutions Code \(WIC\) section 18999.97](#), facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at cce.preservation@ahpnet.com.

Note: OSP must be used to cover the facility's operating deficits. SSI/SSP or CAPI recipients may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the recipient's payment to the facility or supplement their board/room charge.

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Section 102 – Preservation CP

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in [Section 205](#).

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

Article II – Eligible Recipients and Expenditures

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in [Section 302](#). If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in [Sections 302](#) and [402](#), respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in [Section 301](#).

Section 201 – Preservation OSP Eligible Recipients

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new [qualified residents](#), including the [prioritized population](#).

To receive OSP funding, facilities must meet the following eligibility criteria:

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1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically Ill \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with the [Community Care Licensing Division \(CCLD\)](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statutes and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#) as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with [WIC section 18999.97\(f\)](#), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in [Section 401](#).

Section 202 – Preservation CP Eligible Recipients

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve [qualified residents](#) and the [prioritized population](#).

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To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically Ill \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with [CCLD](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statutes and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#), as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of \$250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

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funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in [Section 401](#).

Section 203 – Ineligible OSP or CP Recipients

Facilities vendored by regional centers are not eligible for OSP or CP funds.

Section 204 – Facility Prioritization Criteria

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for [qualified residents](#) and the [prioritized population](#). Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of [qualified residents](#) served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.

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Section 205 – Eligible/Ineligible Expenditures

A. County Uses for OSP and CP:

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

B. Eligible OSP Facility Costs:

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to [Section 101](#) for more information about how to determine a facility's OSP.

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C. Excluded OSP Facility Costs:

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

D. Eligible CP Facility Costs:

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

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- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

E. Excluded CP Facility Costs:

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the [Improving California's Infrastructure website](#))
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

Section 206 – County Allocations

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director's Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review [Section II](#) for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	\$1,519,607	\$4,136,116
Alpine	-	-
Amador	\$200,000	\$200,000
Butte*	-	-
Calaveras	\$200,000	\$ 200,000
Colusa	-	-
Contra Costa	\$1,189,741	\$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	\$200,000	\$534,669
Plumas	-	-
Riverside	\$1,779,052	\$4,842,283
Sacramento	\$2,416,546	\$6,577,434
San Benito*	-	-
San Bernardino	\$2,787,182	\$7,586,243
San Diego	\$3,346,842	\$9,109,544
San Francisco	\$1,497,369	\$4,075,588

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County	OSP Allocation	CP Allocation
El Dorado	\$200,000	\$200,000
Fresno	\$1,100,789	\$2,996,162
Glenn	\$200,000	\$200,000
Humboldt	\$200,000	\$200,000
Imperial	\$200,000	\$413,612
Inyo*	-	-
Kern	\$830,224	\$2,259,732
Kings	\$200,000	\$200,000
Lake	\$200,000	\$200,000
Lassen	\$200,000	\$200,000
Los Angeles	\$19,654,821	\$53,497,135
Madera	\$200,000	\$242,114
Marin	\$218,675	\$595,197
Mariposa	-	-
Mendocino	\$200,000	\$200,000
Merced	\$200,000	\$232,026
Modoc	-	-
Mono	-	-
Monterey	\$644,906	\$1,755,327
Napa	\$200,000	\$200,000
Nevada	\$200,000	\$200,000
Orange	\$4,636,655	\$12,620,199

County	OSP Allocation	CP Allocation
San Joaquin	\$1,337,996	\$3,641,800
San Luis Obispo	\$200,000	\$373,259
San Mateo	\$819,105	\$2,229,468
Santa Barbara	\$263,151	\$716,254
Santa Clara	\$1,619,679	\$4,408,495
Santa Cruz	\$478,120	\$1,301,363
Shasta	\$200,000	\$373,259
Sierra	-	-
Siskiyou	\$200,000	\$200,000
Solano	\$574,486	\$1,563,654
Sonoma	\$340,985	\$928,104
Stanislaus	\$1,515,901	\$4,126,028
Sutter	\$544,835	\$1,482,949
Tehama	\$218,675	\$595,197
Trinity	\$200,000	\$200,000
Tulare	\$448,469	\$1,220,659
Tuolumne	\$200,000	\$200,000
Ventura	\$563,367	\$1,533,389
Yolo	\$200,000	\$282,466
Yuba	\$200,000	\$200,000
TOTAL	\$54,747,179	\$142,488,003

*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vendored by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting cce.preservation@ahpnet.com by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

Article III – County Program Implementation Requirements

Section 301 – County Implementation Plan

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

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operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

Section 302 – Fund Disbursement

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), “subgrantee” refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see [Addendum A](#) for examples of various scenarios for CP fund disbursement.

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A. Disbursement of OSP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see [Section 401](#))
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per [WIC section 18999.97\(f\)](#), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

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information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact cce.preservation@ahpnet.com.

B. Disbursement of CP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [State Fiscal Recovery Fund](#) (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

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- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- [Prevailing wage](#) attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at cce.preservation@ahpnet.com.

C. Management of CP Funds with Selected Subgrantees:

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to cce.preservation@ahpnet.com if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.

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Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county chooses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
 - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
 - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of \$1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligatee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

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- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California's prevailing wage and working hours laws (including posting job notices, as required by [Labor Code section 1720](#)). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

Section 303 – Preservation Capital Projects Funding Match

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost \$50,000 could contribute \$5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute \$5,000 in cash to the project.

Note: Match is not required for OSP funds.

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All "in-kind" amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- [ARPA](#) funds granted to counties and cities,
- Local funding,
- [Mental Health Services Act](#) funds in the 3-year plan (considered "other local"),

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- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

“In-kind” match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

Section 304 – Service Use Terms

For the purpose of this section, “service use terms” means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner’s consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

Article IV – Preservation Program Requirements

Section 401 – Data Collection and Reporting

A. Data Reports:

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

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- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current [qualified residents](#), and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the [qualified residents](#) and [prioritized population](#)

B. The HUB – Data Reporting System:

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

C. American Rescue Plan Act (ARPA) Data Reporting Requirements:

Counties will be required to follow the [U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements](#). CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

Section 402 – Monitoring and Program Oversight

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

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The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

Article V – Authorizing and Applicable Law

Authorizing law for CCE Preservation OSP and CP: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#)

Section 501 – Federal and State Program Requirements

A. ARPA:

Counties will be required to follow the [Treasury rules on ARPA uses, data collection, and reporting requirements](#).

B. Reporting Requirements:

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

C. Prevailing Wage:

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All “projects” that receive preservation capital funds over \$1,000 must utilize Prevailing Wage Rates as defined by the [Prevailing Wage Law \(Labor Code section 1720, et seq.\)](#). It is the contractor’s responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

D. Local Building Codes:

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

E. Reasonable Costs:

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming “reasonable costs” within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

F. Land Use Exemption:

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) ([Public Resources Code section 21080](#)) and under [section 15268 of Title 14 of the California Code of Regulations \(WIC section 18999.97\(l\)\)](#); see also [CEQA Guidelines](#)).

G. Low-Rent Housing Project Exemption:

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In accordance with [WIC sections 5960.35\(b\)\(1\)](#) and [18999.98](#), a project funded with a CCE grant shall not be considered a “low-rent housing project,” as defined in [Section 1 of Article XXXIV of the California Constitution](#), if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to [subdivision \(f\) or \(g\) of section 214 of the Revenue and Taxation Code](#), not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section [50076.5 of the Health and Safety Code](#), or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section [50079.5 of the Health and Safety Code](#).
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a “low-income housing project” as defined by [Section 1 of Article XXXIV of the California Constitution](#) but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

H. State and Federal Relocation Assistance:

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

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result of government-funded projects ([California Government Code \(GOV\) sections 7260-7277](#); [42 U.S.C. section 4601](#) et seq.).

Section 502 – Collaboration, Racial Equity, and Fair Housing

A. Collaboration:

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

B. Racial Equity:

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

C. Fair Housing:

Additionally, per [Government Code section 8899.50](#), each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.

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Reports

- [Racial Inequalities in Homelessness, by the Numbers](#)
- [Supporting Partnerships for Anti-Racist Communities \(SPARC\) Phase One Study Findings](#)
- [A Brief Timeline of Race and Homelessness in America](#)
- [Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness](#)

Resources

- [Equity-Based Decision-Making Framework](#)
- [Framework for an Equitable COVID-19 Homelessness Response](#)
- [Advancing Racial Equity through Assessments and Prioritization \(HUD\)](#)
- California Department of Housing and Community Development's [Guidance on Affirmatively Furthering Fair Housing](#)
- [California Business, Consumer Services and Housing Agency's Homeless Data Integration System](#)

Key Definitions

Qualified resident: For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

Prioritized population: Qualified residents who are experiencing, or at risk of experiencing, homelessness.

Adult Residential Facility (ARF): "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

Residential Care Facility for the Elderly (RCFE): "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

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chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

Residential Care Facility for the Chronically III (RCFCI): "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

California Prevailing Wage: The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

Capitalized Operating Subsidy Reserve (COSR [for OSP]): Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

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Acronyms

AHP	Advocates for Human Potential, Inc. – CDSS’s third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically Ill
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

Addendum A

Examples of CCE CP Fund Disbursement Procedures

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [SFRF](#) requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according the county’s approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please

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request support in the AHP CCE Preservation Acceptance web portal, or by email at cce.preservation@ahpnet.com. For the purposes of this section, “subgrantee” refers to the facility or entity awarded CCE CP funds.

Scenario #1 – The county establishes the management of each project, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as [HOME](#), the [Community Development Block Grant Program \(CDBG\)](#), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county’s existing systems for this project.

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

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submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

Scenario #2 – The county contracts with a third party for full management of subgrantee awards

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

Scenario #3 – Subgrantee manages awarded funds

In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

Attachment E

AWARD LETTERS



April 7, 2023

San Francisco County
Hillary Kunins, MD, Director, Behavioral Health Services
Behavioral Health Services, Department of Public Health
1380 Howard Street, 5th Floor
San Francisco, CA 94103

SUBJECT: Community Care Expansion (CCE) Preservation Program Fiscal Year
(FY) 2022-23 Award Letter and Final Award Amount

Dear Director, Behavioral Health Services Hillary Kunins, MD:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program. CDSS is pleased to inform you that San Francisco County is awarded an additional **\$1,513,298** in CCE Preservation Operating Subsidy Payment (OSP) funds from the FY 2022-23 budget appropriation.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, San Francisco County is awarded **\$188,130** in additional OSP funds and **\$157,230** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In total, San Francisco County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **\$3,198,797** for OSP funds
- **\$4,232,818** for CP funds

Funds must be used to support CCE Preservation operations as described in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#), and the [ACWDL dated December 14, 2022](#). Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both San Francisco County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at cce.preservation@ahpnet.com with any questions.

Sincerely,



JULIE MCQUITTY, Branch Manager
Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

CC:

Louie Leyva, BSN, MHA, Project Manager



Grant Agreement:

California Department of Social Services – Community Care Expansion Preservation Projects

BOS Budget & Finance Committee

Yoonjung Kim, Director of Residential System of Care, Behavioral Health Services

December 3, 2025

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of Resolution: Community Care Expansion Preservation Projects



- **Funder:** California Department of Social Services (CDSS)
- **Third-Party Administrator:** BDO Government Services, LLC
- **Total Grant Amount:** \$7,431,615
 - BOS accepted the grant in FY24 Appropriation Ordinance
- **Grant Term:** Execution through June 30, 2029
- **Resolution:** Requesting authority for DPH to accept non-standard clauses in grant agreement with CDSS through BDO Government Services, LLC

Overview of Agreement



- **CCE Preservation Projects** aim to prevent closure of licensed adult and senior residential care facilities, prioritizing facilities that serve individuals experiencing or at risk of homelessness.
 - This grant provides counties with time-limited operating subsidies (through 2028) and capital project funding for existing licensed residential care facilities that serve qualified low-income (SSI/CAPI) residents and have demonstrated financial need.
 - DPH is reaching out to facilities identified by CDSS as potentially eligible for funding.
- DPH plans to engage **California Mental Health Services Authority (CalMHSA)** to disburse grant funds and provide technical assistance to selected facilities

Non-Standard Terms in Agreement



- Enter into agreement with CDSS and BDO Government Services for **grant funding** of \$7,431,615
- Dispute Resolution Process clauses obligate the City to settle disputes under **binding arbitration**
- Obligates the City to **defend, indemnify, and hold harmless** CDSS and BDO Government Services
- **Waives the City's right** to seek any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use resulting from the grant agreement



Conclusion

DPH respectfully requests approval of this item.
Thank you!

CITY AND COUNTY OF SAN FRANCISCO

BUDGET AND APPROPRIATIONS COMMITTEE BUDGET AND APPROPRIATION ORDINANCE

AS OF JULY 18, 2023



File No. 230644

Ordinance No. 144-23

**FISCAL YEAR ENDING JUNE 30, 2024 and
FISCAL YEAR ENDING JUNE 30, 2025**

**SOURCES OF FUNDS BY MAJOR SERVICE AREA
AND DEPARTMENT**

		Fiscal Year FY 2023-24			Fiscal Year FY 2024-25		
Department		Departmental Revenue and Recoveries	Allocated General Fund Support	Total Departmental Sources	Departmental Revenue and Recoveries	Allocated General Fund Support	Total Departmental Sources
01: Public Protection							
ADP Adult Probation		27,184,461	30,932,279	58,116,740	27,280,047	30,301,455	57,581,502
CRT Superior Court		0	32,781,944	32,781,944	0	32,981,944	32,981,944
DAT District Attorney		9,758,324	79,801,717	89,560,041	9,493,769	82,703,442	92,197,211
DEM Emergency Management		43,408,396	95,365,786	138,774,182	43,468,071	91,929,588	135,397,659
DPA Department Of Police Accountability		332,795	9,637,558	9,970,353	332,795	9,488,396	9,821,191
FIR Fire Department		161,784,744	349,499,737	511,284,481	161,547,365	364,941,641	526,489,006
JUV Juvenile Probation		18,202,026	30,765,751	48,967,777	16,696,442	28,359,260	45,055,702
PDR Public Defender		2,533,184	50,076,915	52,610,099	1,970,042	52,076,033	54,046,075
POL Police		157,775,432	617,136,279	774,911,711	152,673,303	633,204,932	785,878,235
SDA Sheriff's Department Office of Inspector General		0	1,756,728	1,756,728	0	2,163,632	2,163,632
SHF Sheriff		68,369,333	222,645,269	291,014,602	68,808,971	224,781,900	293,590,871
TOTAL Public Protection		489,348,695	1,520,399,963	2,009,748,658	482,270,805	1,552,932,223	2,035,203,028
02: Public Works, Transportation & Commerce							
AIR Airport Commission		1,305,429,570	0	1,305,429,570	1,492,725,714	0	1,492,725,714
BOA Board Of Appeals		1,132,059	10,978	1,143,037	1,163,469	0	1,163,469
DBI Building Inspection		86,103,574	0	86,103,574	87,790,884	0	87,790,884
DPW Public Works		330,390,285	122,838,893	453,229,178	271,143,369	137,281,357	408,424,726
ECN Economic And Workforce Development		48,315,245	109,429,743	157,744,988	42,707,342	85,585,274	128,292,616
MTA Municipal Transportation Agency		959,110,301	513,650,000	1,472,760,301	930,603,610	536,580,000	1,467,183,610
PRT Port		150,125,276	(0)	150,125,276	151,009,533	(0)	151,009,533
PUC Public Utilities Commission		1,788,497,463	0	1,788,497,463	1,791,658,911	0	1,791,658,911
TOTAL Public Works, Transportation & Commerce		4,669,103,773	745,929,614	5,415,033,387	4,768,802,832	759,446,631	5,528,249,463
03: Human Welfare & Neighborhood Development							
CHF Children; Youth & Their Families		263,093,480	78,927,211	342,020,691	246,158,195	97,549,913	343,708,108
CSS Child Support Services		13,666,530	0	13,666,530	13,721,106	0	13,721,106
DEC Dept of Early Childhood		284,547,838	51,135,888	335,683,726	305,182,631	61,072,221	366,254,852
ENV Environment		32,317,937	0	32,317,937	31,057,858	0	31,057,858
HOM Homelessness And Supportive Housing		411,179,319	301,528,262	712,707,581	351,692,211	294,207,955	645,900,166
HRC Human Rights Commission		5,099,600	16,423,806	21,523,406	5,099,600	16,656,803	21,756,403
HSA Human Services		876,936,046	314,112,582	1,191,048,628	876,545,357	337,894,051	1,214,439,408
MYR Mayor		64,280,118	126,753,199	191,033,317	67,775,685	128,948,982	196,724,667
RNT Rent Arbitration Board		17,725,223	(0)	17,725,223	14,740,863	(0)	14,740,863
WOM Status Of Women		200,000	12,566,542	12,766,542	200,000	12,294,087	12,494,087
TOTAL Human Welfare & Neighborhood Development		1,969,046,091	901,447,490	2,870,493,581	1,912,173,506	948,624,012	2,860,797,518
04: Community Health							
DPH Public Health		2,318,502,007	873,139,995	3,191,642,002	2,200,941,887	972,000,059	3,172,941,946

		Fiscal Year FY 2023-24			Fiscal Year FY 2024-25		
Department		Departmental Revenue and Recoveries	Allocated General Fund Support	Total Departmental Sources	Departmental Revenue and Recoveries	Allocated General Fund Support	Total Departmental Sources
TOTAL Community Health		2,318,502,007	873,139,995	3,191,642,002	2,200,941,887	972,000,059	3,172,941,946
05: Culture & Recreation							
AAM Asian Art Museum		391,982	11,020,136	11,412,118	404,201	11,379,295	11,783,496
ART Arts Commission		31,000,360	11,641,588	42,641,948	23,134,399	7,198,902	30,333,301
FAM Fine Arts Museum		1,340,188	21,907,173	23,247,361	1,375,023	21,581,056	22,956,079
LIB Public Library		97,464,962	102,790,000	200,254,962	80,311,047	106,150,000	186,461,047
LLB Law Library		0	1,794,860	1,794,860	0	1,851,548	1,851,548
REC Recreation And Park Commission		175,157,101	88,055,289	263,212,390	169,325,882	91,436,679	260,762,561
SCI Academy Of Sciences		0	7,460,485	7,460,485	0	7,329,391	7,329,391
WAR War Memorial		28,074,839	9,570,578	37,645,417	22,027,455	9,678,958	31,706,413
TOTAL Culture & Recreation		333,429,432	254,240,109	587,669,541	296,578,007	256,605,829	553,183,836
06: General Administration & Finance							
ADM General Services Agency - City Admin		514,826,277	81,704,934	596,531,211	517,352,008	86,336,759	603,688,767
ASR Assessor / Recorder		5,258,213	31,919,678	37,177,891	4,932,288	33,012,056	37,944,344
BOS Board Of Supervisors		506,146	23,100,459	23,606,605	506,146	22,603,460	23,109,606
CAT City Attorney		76,452,191	32,287,377	108,739,568	74,510,225	38,481,667	112,991,892
CON Controller		71,625,672	12,356,301	83,981,973	73,726,624	10,529,699	84,256,323
CPC City Planning		47,449,674	11,248,160	58,697,834	46,697,085	9,129,515	55,826,600
CSC Civil Service Commission		430,839	1,080,770	1,511,609	430,839	1,106,754	1,537,593
ETH Ethics Commission		157,200	7,380,672	7,537,872	157,200	10,418,025	10,575,225
HRD Human Resources		130,749,966	20,009,891	150,759,857	134,129,237	16,027,864	150,157,101
HSS Health Service System		13,862,082	0	13,862,082	13,951,317	0	13,951,317
MYR Mayor		2,446,975	8,275,660	10,722,635	2,503,296	8,531,851	11,035,147
REG Elections		294,229	22,648,720	22,942,949	738,909	25,606,021	26,344,930
RET Retirement System		51,469,503	0	51,469,503	54,104,920	0	54,104,920
TIS General Services Agency - Technology		159,106,599	7,206,654	166,313,253	163,327,202	6,946,203	170,273,405
TTX Treasurer/Tax Collector		23,712,583	26,844,677	50,557,260	23,180,330	25,553,217	48,733,547
TOTAL General Administration & Finance		1,098,348,149	286,063,953	1,384,412,102	1,110,247,626	294,283,091	1,404,530,717
07: General City Responsibilities							
GEN General City Responsibility		6,411,145,203	(4,581,221,124)	1,829,924,079	6,313,005,182	(4,783,891,845)	1,529,113,337
TOTAL General City Responsibilities		6,411,145,203	(4,581,221,124)	1,829,924,079	6,313,005,182	(4,783,891,845)	1,529,113,337
Less Citywide Transfer Adjustments		(1,249,967,956)	0	(1,249,967,956)	(1,082,355,593)	0	(1,082,355,593)
Less Interdepartmental Recoveries		(1,417,039,846)	0	(1,417,039,846)	(1,451,850,801)	0	(1,451,850,801)
Net Total Sources of Funds		14,621,915,548	0	14,621,915,548	14,549,813,451	0	14,549,813,451

* The table above reflects preliminary Fiscal Year 2024-25 appropriations for the Airport Commission, Municipal Transportation Agency, Port Commission, and Public Utilities Commission

**POSITIONS BY MAJOR SERVICE AREA
AND DEPARTMENT**

	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Service Area: A, Public Protection					
Adult Probation	148.54	144.69	(3.85)	142.52	(2.17)
Department Of Police Accountability	43.17	40.84	(2.33)	40.85	0.01
District Attorney	283.24	295.29	12.05	295.94	0.65
Emergency Management	294.67	313.13	18.45	313.42	0.29
Fire Department	1,801.46	1,805.90	4.44	1,827.31	21.41
Juvenile Probation	173.54	173.67	0.13	172.92	(0.75)
Police	2,849.36	2,933.86	84.51	2,939.20	5.34
Public Defender	209.60	217.40	7.80	216.09	(1.31)
Sheriff	1,001.89	995.38	(6.50)	999.15	3.77
Sheriff's Department Office of Inspector General	10.20	4.52	(5.68)	6.33	1.82
Service Area: A, Public Protection Total	6,815.66	6,924.68	109.02	6,953.74	29.06

Service Area: B, Public Works, Transportation & Commerce

Airport Commission	1,584.17	1,681.63	97.45	1,721.47	39.84
Board Of Appeals	4.22	4.25	0.03	4.25	0.00
Building Inspection	266.94	269.24	2.31	268.45	(0.79)
Economic And Workforce Development	112.50	116.58	4.07	115.27	(1.31)
Municipal Transportation Agency	5,806.17	5,649.98	(156.20)	5,614.66	(35.31)
Port	249.47	258.97	9.49	257.73	(1.24)
Public Utilities Commission	1,718.39	1,723.51	5.11	1,726.29	2.78
Public Works	545.97	1,164.52	618.55	1,166.10	1.58
Sanitation & Streets	581.79	0.00	(581.79)	0.00	0.00
Service Area: B, Public Works, Transportation & Commerce	10,869.64	10,868.67	(0.97)	10,874.21	5.55

Service Area: C, Human Welfare & Neighborhood Development

Children; Youth & Their Families	67.80	70.79	2.98	71.05	0.26
Child Support Services	66.23	64.12	(2.12)	63.47	(0.64)
Dept of Early Childhood	64.17	63.19	(0.98)	65.96	2.78
Environment	80.38	82.66	2.28	81.29	(1.37)
Homelessness And Supportive Housing	228.69	247.13	18.44	259.83	12.70
Human Rights Commission	26.72	31.10	4.38	31.12	0.02
Human Services	2,250.43	2,261.76	11.33	2,295.91	34.15
Mayor	39.04	40.22	1.18	40.24	0.02
Rent Arbitration Board	49.81	49.88	0.08	49.88	(0.01)
Status Of Women	12.02	10.36	(1.67)	10.37	0.01
Service Area: C, Human Welfare & Neighborhood Develop	2,885.3	2,921.21	35.91	2,969.12	47.91

Service Area: D, Community Health

Public Health	7,739.48	7,720.50	(18.98)	7,767.46	46.96
Service Area: D, Community Health Total	7,739.48	7,720.5	(18.98)	7,767.46	46.96

Service Area: E, Culture & Recreation

Academy Of Sciences	12.12	13.35	1.23	13.35	0.00
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	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Service Area: E, Culture & Recreation					
Arts Commission	27.53	29.79	2.26	29.33	(0.46)
Asian Art Museum	52.25	52.51	0.26	52.90	0.38
Fine Arts Museum	107.48	107.91	0.43	108.14	0.23
Law Library	2.35	2.38	0.04	2.38	0.00
Public Library	706.81	717.23	10.42	719.87	2.64
Recreation And Park Commission	947.26	986.82	39.55	995.30	8.49
War Memorial	67.57	67.38	(0.19)	67.90	0.52
Service Area: E, Culture & Recreation Total	1,923.37	1,977.37	54.00	1,989.16	11.79
Service Area: F, General Administration & Finance					
Assessor / Recorder	170.71	170.27	(0.44)	176.71	6.43
Board Of Supervisors	90.54	92.05	1.51	92.08	0.03
City Attorney	320.28	316.21	(4.07)	316.78	0.57
City Planning	200.39	186.20	(14.19)	185.14	(1.05)
Civil Service Commission	6.00	6.00	0.00	6.00	0.00
Controller	248.91	250.23	1.32	251.24	1.01
Elections	58.42	55.11	(3.30)	59.07	3.96
Ethics Commission	31.43	30.56	(0.88)	29.10	(1.45)
General Services Agency - City Admin	978.59	974.49	(4.09)	977.57	3.07
General Services Agency - Technology	251.65	259.12	7.47	261.28	2.16
Health Service System	49.20	47.67	(1.53)	47.65	(0.02)
Human Resources	193.18	205.47	12.30	201.58	(3.89)
Mayor	43.11	42.76	(0.35)	42.74	(0.02)
Retirement System	123.85	151.85	28.00	159.83	7.98
Treasurer/Tax Collector	207.49	201.49	(6.00)	201.42	(0.07)
Service Area: F, General Administration & Finance Total	2,973.75	2,989.49	15.74	3,008.2	18.71
Grand Total	33,207.2	33,401.91	194.71	33,561.89	159.98

* The table above reflects preliminary Fiscal Year 2024-25 appropriations for the Airport Commission, Municipal Transportation Agency, Port Commission, and Public Utilities Commission

Department: DPH Public Health

	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
<u>Uses Summary</u>					
Salaries	1,110,954,146	1,150,953,319	39,999,173	1,193,354,067	42,400,748
Mandatory Fringe Benefits	422,238,054	413,688,719	(8,549,335)	429,941,079	16,252,360
Non-Personnel Services	987,180,009	1,050,151,170	62,971,161	1,051,536,650	1,385,480
Capital Outlay	29,560,972	79,251,959	49,690,987	1,417,430	(77,834,529)
City Grant Program	10,949,501	10,949,501		10,949,501	
Debt Service	12,170,265	17,737,015	5,566,750	25,444,770	7,707,755
Facilities Maintenance	4,096,690	4,301,526	204,836	4,516,603	215,077
Materials & Supplies	180,005,855	187,027,423	7,021,568	197,910,526	10,883,103
Programmatic Projects	74,904,547	84,215,305	9,310,758	63,842,172	(20,373,133)
Services Of Other Depts	156,136,110	187,288,780	31,152,670	190,067,022	2,778,242
Overhead and Allocations	5,088,659	5,008,220	(80,439)	3,962,126	(1,046,094)
Transfers Out	116,018,049	106,796,804	(9,221,245)	105,619,445	(1,177,359)
Intrafund Transfers Out	21,478,764	12,184,544	(9,294,220)	26,384,086	14,199,542
Unappropriated Rev Retained	4,596,027	1,069,065	(3,526,962)		(1,069,065)
Transfer Adjustment - Uses	(137,496,813)	(118,981,348)	18,515,465	(132,003,531)	(13,022,183)
Total Uses by Chart of Accounts	2,997,880,835	3,191,642,002	193,761,167	3,172,941,946	(18,700,056)

Sources Summary

Business Taxes	77,793,803	72,815,050	(4,978,753)	73,840,050	1,025,000
Intergovernmental: Federal	88,677,563	88,296,193	(381,370)	84,916,226	(3,379,967)
Intergovernmental: Other	128,168	600,000	471,832	600,000	
Intergovernmental: State	459,888,597	576,515,893	116,627,296	502,791,902	(73,723,991)
Charges for Services	1,300,600,669	1,366,624,825	66,024,156	1,336,423,529	(30,201,296)
Fines, Forfeiture, & Penalties	5,016,715	58,097,000	53,080,285	52,763,758	(5,333,242)
Licenses, Permits,& Franchises	9,799,511	11,510,407	1,710,896	11,613,737	103,330
Rents & Concessions	747,990	747,990		747,990	
Other Revenues	30,412,987	50,095,394	19,682,407	27,077,534	(23,017,860)
Interest & Investment Income	228,000	11,010,358	10,782,358	9,480,562	(1,529,796)
Expenditure Recovery	55,426,885	55,657,572	230,687	53,829,133	(1,828,439)
IntraFund Transfers In	21,478,764	12,184,544	(9,294,220)	26,384,086	14,199,542

Department: DPH Public Health

	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Transfers In	117,620,351	108,398,459	(9,221,892)	107,221,186	(1,177,273)
Other Financing Sources	11,975,000	2,600,000	(9,375,000)		(2,600,000)
Beg Fund Balance - Budget Only	5,920,312	22,329,670	16,409,358	45,255,725	22,926,055
Transfer Adjustment-Source	(137,496,813)	(118,981,348)	18,515,465	(132,003,531)	(13,022,183)
General Fund Support	949,662,333	873,139,995	(76,522,338)	972,000,059	98,860,064
Total Sources by Chart of Accounts	2,997,880,835	3,191,642,002	193,761,167	3,172,941,946	(18,700,056)

Fund Summary

City Facilities Improvement Fd	11,975,000	2,600,000	(9,375,000)		(2,600,000)
Community Health Services Fund	184,257,553	318,583,652	134,326,099	270,486,814	(48,096,838)
General Fund	1,211,576,047	1,176,777,738	(34,798,309)	1,206,209,355	29,431,617
Gift and Other Exp Trust Fund		255,000	255,000	255,000	
Laguna Honda Hospital	332,937,779	338,283,673	5,345,894	347,269,997	8,986,324
Medical Reimbursement Accounts		9,123,994	9,123,994	9,123,994	
Our City Our Home Fund	87,088,800	98,059,840	10,971,040	104,337,292	6,277,452
General Hospital Medical Ctr	1,170,045,656	1,247,958,105	77,912,449	1,235,259,494	(12,698,611)
Total Uses by Funds	2,997,880,835	3,191,642,002	193,761,167	3,172,941,946	(18,700,056)

Division Summary

HBH Behavioral Health	597,626,124	719,866,016	122,239,892	687,721,020	(32,144,996)
HNS Health Network Services	360,607,768	372,754,342	12,146,574	373,515,246	760,904
HPC Primary Care	120,782,475	140,913,999	20,131,524	144,279,795	3,365,796
HHH Health At Home	9,494,128	9,756,723	262,595	10,062,122	305,399
HLH Laguna Honda Hospital	333,912,779	342,383,673	8,470,894	347,269,997	4,886,324
HPH Population Health Division	211,427,582	172,908,733	(38,518,849)	175,694,723	2,785,990
HGH Zuckerberg SF General	1,152,531,025	1,203,933,922	51,402,897	1,191,842,289	(12,091,633)
HAD Public Health Admin	170,743,555	186,162,798	15,419,243	197,931,464	11,768,666
HJH Jail Health	40,755,399	42,961,796	2,206,397	44,625,290	1,663,494
Total Uses by Division	2,997,880,835	3,191,642,002	193,761,167	3,172,941,946	(18,700,056)

Reserved Appropriations**Controller Reserves**

Department: DPH Public Health

	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
10030963 HL LHH Water Tank Replacement		4,100,000			
Controller Reserves: Total		4,100,000		0	

Uses of Funds Detail Appropriation

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Operating								
10000	GF Annual Account Ctrl		Salaries	303,703,306	329,225,104	25,521,798	344,214,658	14,989,554
			Mandatory Fringe Benefits	110,576,643	113,448,049	2,871,406	117,998,148	4,550,099
			Non-Personnel Services	479,179,898	446,391,013	(32,788,885)	447,945,722	1,554,709
			Capital Outlay	514,497	167,641	(346,856)	322,091	154,450
			City Grant Program	10,949,501	10,949,501		10,949,501	
			Debt Service		6,080,495	6,080,495	13,776,800	7,696,305
			Materials & Supplies	26,085,334	26,142,096	56,762	28,077,834	1,935,738
			Services Of Other Depts	26,827,930	31,329,807	4,501,877	31,132,722	(197,085)
			Overhead and Allocations	(460,917)	(12,074,462)	(11,613,545)	(5,085,976)	6,988,486
10000 Total				957,376,192	951,659,244	(5,716,948)	989,331,500	37,672,256
21080	SFGH-Op Annual Account Ctrl		Salaries	479,527,292	492,751,573	13,224,281	509,077,318	16,325,745
			Mandatory Fringe Benefits	189,526,288	187,168,508	(2,357,780)	193,384,124	6,215,616
			Non-Personnel Services	283,053,572	302,103,806	19,050,234	317,640,301	15,536,495
			Capital Outlay	814,506	183,214	(631,292)	145,339	(37,875)
			Debt Service	2,916,515	2,406,520	(509,995)	2,417,470	10,950
			Materials & Supplies	120,017,808	127,098,077	7,080,269	133,728,550	6,630,473
			Services Of Other Depts	70,437,117	72,533,540	2,096,423	75,362,261	2,828,721
			Overhead and Allocations	69,547	69,547		69,547	
			Transfers Out	116,018,049	106,796,804	(9,221,245)	105,619,445	(1,177,359)
			Intrafund Transfers Out	19,080,382	6,181,766	(12,898,616)	1,975,854	(4,205,912)
			Transfer Adjustment - Uses	(135,098,431)	(112,978,570)	22,119,861	(107,595,299)	5,383,271
21080 Total				1,146,362,645	1,184,314,785	37,952,140	1,231,824,910	47,510,125
21490	LHH-Op Annual Account Ctrl		Salaries	175,884,036	178,843,707	2,959,671	190,508,157	11,664,450

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Operating								
			Mandatory Fringe Benefits	74,839,243	73,014,174	(1,825,069)	77,733,427	4,719,253
			Non-Personnel Services	14,145,255	21,600,298	7,455,043	13,679,139	(7,921,159)
			Capital Outlay	392,043	181,365	(210,678)		(181,365)
			Materials & Supplies	25,828,140	26,492,216	664,076	29,041,351	2,549,135
			Services Of Other Depts	23,315,510	23,394,367	78,857	24,328,714	934,347
			Overhead and Allocations	29,627	29,627		29,627	
			Intrafund Transfers Out	2,398,382	2,475,792	77,410	2,657,082	181,290
			Transfer Adjustment - Uses	(2,398,382)	(2,475,792)	(77,410)	(2,657,082)	(181,290)
21490 Total				314,433,854	323,555,754	9,121,900	335,320,415	11,764,661
21941	LHH-Refunding COP-DSF		Debt Service	9,253,750	9,250,000	(3,750)	9,250,500	500
			Intrafund Transfers Out		3,526,986	3,526,986	21,751,150	18,224,164
			Unappropriated Rev Retained	4,596,027	1,069,065	(3,526,962)		(1,069,065)
			Transfer Adjustment - Uses		(3,526,986)	(3,526,986)	(21,751,150)	(18,224,164)
21941 Total				13,849,777	10,319,065	(3,530,712)	9,250,500	(1,068,565)
29050	DPH HCSO		Non-Personnel Services		9,123,994	9,123,994	9,123,994	
29050 Total				0	9,123,994	9,123,994	9,123,994	0
Operating Total				2,432,022,468	2,478,972,842	46,950,374	2,574,851,319	95,878,477
Annual Projects - Authority Control								
10010	GF Annual Authority Ctrl	16185	Var Loc-Misc Fac Maint Projs	756,160	793,968	37,808	833,667	39,699
		17077	HC Centralized It	79,972,549	82,846,614	2,874,065	85,898,162	3,051,548
		19611	HC Dph System Wide Security Im		300,000	300,000	300,000	
		20324	Sugar-Sweetened Beverages Tax	5,948,747	5,964,621	15,874	5,989,654	25,033
		80000	EHR Go-Forward Initiative	34,715,747	35,198,932	483,185	35,788,851	589,919
10010 Total				121,393,203	125,104,135	3,710,932	128,810,334	3,706,199
21110	SFGH-Annual Authority Ctrl	15783	HG Misc Fac Maint Proj	1,792,160	1,881,766	89,606	1,975,854	94,088
21110 Total				1,792,160	1,881,766	89,606	1,975,854	94,088
21500	LHH-Annual Authority Ctrl	15784	HL Dph - Facilities Maintenanc	1,548,370	1,625,792	77,422	1,707,082	81,290
21500 Total				1,548,370	1,625,792	77,422	1,707,082	81,290
Annual Projects - Authority Control Total				124,733,733	128,611,693	3,877,960	132,493,270	3,881,577

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Continuing Projects - Authority Control								
10020	GF Continuing Authority Ctrl	11159	HC Dph Civic Center Relocation	1,500,000	8,300,000	6,800,000		(8,300,000)
		11181	HC Local Dental Pilot Project	29,414	29,414		29,414	
		11183	HC Practice Improvement Progra	2,500,000	2,500,000		2,500,000	
		17077	HC Centralized It	8,780,076	8,780,076		8,780,076	
		17078	HC Deemed Approved Off-sale AI	211,871	155,876	(55,995)	155,876	
		17128	HB Managed Care	4,775,053	4,775,053		4,775,053	
		20826	HB Mental Health Reform	920,184	920,184		920,184	
		21465	DPH GO Bond Planning	1,500,000		(1,500,000)		
		21748	Reinvestment Initiatives	15,135,000	15,165,000	30,000	15,615,000	450,000
		22071	HN CALAIM Implementation	2,084,685	787,273	(1,297,412)		(787,273)
		22422	HB Care Court Implementation		4,296,304	4,296,304	2,000,000	(2,296,304)
		80000	EHR Go-Forward Initiative	5,350,320	5,054,631	(295,689)	5,355,803	301,172
		88888	CoVid PPE & Scarce Resources	41,400,000		(41,400,000)		
10020 Total				84,186,603	50,763,811	(33,422,792)	40,131,406	(10,632,405)
10582	SR OCOH Nov18 PropCHomelessSvc	21531	Mental Health SF	87,088,800	98,059,840	10,971,040	104,337,292	6,277,452
10582 Total				87,088,800	98,059,840	10,971,040	104,337,292	6,277,452
11630	SR Public Health	17083	HC Vital & Health Stats Fd	130,000	130,000		130,000	
		17084	HC Sb 1773 Emergency Medical S	314,000	214,000	(100,000)	214,000	
		17095	HC Emergency Med Svc Fund	314,000	214,000	(100,000)	214,000	
		17099	HC Tobacco Settlement Project	1,000,000	1,000,000		1,000,000	
		17122	HB Dui Program	1,000	1,000		1,000	
		17123	HB Alcohol Rehab Program	40,000	40,000		40,000	
		17156	HB Prop 63 Mental Health Servi	72,996,573	92,443,919	19,447,346	78,108,781	(14,335,138)
		19522	HC Southeast Heatlh Ctr-integr	4,000,000		(4,000,000)		
		21177	HC Lead Paint Settlement	3,375,715	3,375,715		3,375,715	
11630 Total				82,171,288	97,418,634	15,247,346	83,083,496	(14,335,138)
11650	SR Opioid Settlement Fund	80501	Opioid Abatement		52,690,468	52,690,468	47,793,638	(4,896,830)
11650 Total				0	52,690,468	52,690,468	47,793,638	(4,896,830)
15384	CPXCF COP Crit Reprs/Rcv Stmls	11332	HL Lhh Water Tank Replacement		4,100,000	4,100,000		(4,100,000)
		20756	HL Cooling Center	975,000		(975,000)		

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
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Continuing Projects - Authority Control

		21798	DPH ZSFG Childcare Ctr RS		(1,500,000)	(1,500,000)		1,500,000
		80442	DPH-HG Crit Reprs/Rcv Stimls	11,000,000		(11,000,000)		

15384 Total				11,975,000	2,600,000	(9,375,000)	0	(2,600,000)
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21120	SFGH-Continuing Authority Ctrl	11244	HG Sfgh Bldg 5 Ff&e And Moving	2,650,000	3,500,000	850,000		(3,500,000)
		19542	HG Sfgh Rebuild Proj-close Out	7,300,000	75,000	(7,225,000)		(75,000)
		19543	HG Sfgh Rebuild Transition Pla		361,412	361,412		(361,412)
		22133	HG Phar Auto Disp Cabinets	6,888,222		(6,888,222)		
		22207	DPHHG Pharmacy Carousel Replac	450,000		(450,000)		
		22502	HG Colonnade Repairs		400,000	400,000		(400,000)
		22504	HG Bld5 2M Mechanical Project		400,000	400,000		(400,000)

21120 Total				17,288,222	4,736,412	(12,551,810)	0	(4,736,412)
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21260	SFGH-Capital Projects-Other	10001	Grants		18,359,117	18,359,117		(18,359,117)
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21260 Total				0	18,359,117	18,359,117	0	(18,359,117)
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21510	LHH-Continuing Authority Ctrl	17117	HL Lhh - Gift Shop	10,000	10,000		10,000	
		17120	HL Lhh - General Store	32,000	32,000		32,000	
		20754	HL Roof Replacement-Admin Bdgs				200,000	200,000
		21289	HL emergency Stair Egress Repa	250,000		(250,000)		
		21290	HL Kitchen Coil Design				250,000	250,000
		21666	HL Admin Bldg Fire Alarm	250,000		(250,000)		
		22132	HL Phar Auto Disp Cabinets	1,983,828		(1,983,828)		
		22203	HL Server Room UPS Replacement	200,000		(200,000)		
		22204	HL Sterilizer Replacement	150,000		(150,000)		
		22205	HL F Wing Structural Damage		500,000	500,000		(500,000)
		22206	HL Pharmacy Auto Packagers		350,000	350,000		(350,000)
		22500	HL Elev Modern Admin Campus				500,000	500,000

21510 Total				2,875,828	892,000	(1,983,828)	992,000	100,000
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Continuing Projects - Authority Control Total				285,585,741	325,520,282	39,934,541	276,337,832	(49,182,450)
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Grants Projects

11580	SR Community Health-Grants	10029323	HC Public Health Community Out	101,315		(101,315)		
		10031565	PW Castro Mission HlthCtr Reno	537,462		(537,462)		

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10036969	HD HIV 1V18 2122 The UNC/Emory	49,032		(49,032)		
		10037057	HB SA SA17 2122 STARR Prop 47)	42,000		(42,000)		
		10037059	HD STD PD146 2122 STD UCSF/CPT	163,275		(163,275)		
		10037062	HD STD PD145 2122 UCSF TB Suba	120,000		(120,000)		
		10037064	HC 2122 CALCRG	174,306	174,306		174,306	
		10037070	HD EHS PD108 2122 CDPH Prop 56	434,750	434,750		434,750	
		10037404	HD ENV2122 PD136 Noxious Weed	20,221		(20,221)		
		10037463	HC PC105 2122 RISE	141,488	141,488		141,488	
		10037568	HD EPR PD157	11,300,271		(11,300,271)		
		10037658	HD STD PD159 2122 Advancing	1,350,320		(1,350,320)		
		10037747	HD HIV PD158 2223 Integrated V	318,634		(318,634)		
		10038050	HN HIV AO16 2223 HCP SAM	3,252,038		(3,252,038)		
		10038051	HD HIV D134 2223 UCSF-CFAR	30,078		(30,078)		
		10038053	HN HIV AO60 2223 Ryan White P	325,801		(325,801)		
		10038055	HD HIV D123 2223 NHBS	1,071,620		(1,071,620)		
		10038056	HN HIV PD13 2223 RWPA	16,208,894		(16,208,894)		
		10038057	HD TB DC22 2223 Ca Tb Controll	200,000		(200,000)		
		10038059	HD EHS EH15 2223 Beach Water	30,694		(30,694)		
		10038060	HD HIV AO54 2223 UCSF TA 8940	47,920		(47,920)		
		10038061	HD HIV AO99 2223 Transnational	44,495		(44,495)		
		10038062	HD HIV PD113 2223 UCSF 11580sc	43,173		(43,173)		
		10038063	HD HIV PD121 2223 UCSF 11644sc	21,404		(21,404)		
		10038064	HD HIV PD123 2223 UCSF 11626sc	70,132		(70,132)		
		10038065	HD HIV PD141 2223 SHINE	20,415		(20,415)		
		10038066	HD HIV PD142 2223 Biomedical	21,587		(21,587)		
		10038067	HD HIV IV14 2223 Mandel	29,169		(29,169)		
		10038068	HD HIV PD154 2223 UCSF 12518sc	18,779		(18,779)		
		10038069	HD TB PD17 2223 TB/HIV Control	925,999		(925,999)		
		10038070	HD HIV IV08 2223 Mid-Career	162,517		(162,517)		
		10038072	HD HIV AO98 2223 Western State	38,735		(38,735)		

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
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Grants Projects

10038074	HD EHS PB02 2223 State CLPPP			694,082		(694,082)		
10038075	HD HIV AO78 2324 REBOOT			97,628		(97,628)		
10038076	HD HIV PD117 2223 TORO-SRO			350,000		(350,000)		
10038077	HD HIV PD118 2223 OD2A Academi			300,000		(300,000)		
10038078	HD EHS EH16 2223 Pedestrian an			100,000		(100,000)		
10038079	HD HIV PD124 2223 OD2A Peer			250,000		(250,000)		
10038080	HD TB PD21 2223 Tuberculosis S			347,005		(347,005)		
10038081	HD ENV PD143 2223 Strengthenin			38,766		(38,766)		
10038082	HD HED PH01 2223 Tobacco Free			1,196,333		(1,196,333)		
10038083	HD STD D141 2223 ELC GC Rapid			259,831		(259,831)		
10038084	HD HIV PD138 2223 Expanding Ac			7,380		(7,380)		
10038085	HD HIV PD139 2324 Western Stat			26,262		(26,262)		
10038086	HD HIV PD152 2223 PRIME			95,117		(95,117)		
10038087	HD HIV PD161 2223 Mirtazapine			56,124		(56,124)		
10038088	HD HIV AO86 2223 Leadershp LOC			85,602		(85,602)		
10038089	HD HIV D128 2223 HVTN Scientif			126,091		(126,091)		
10038090	HD HIV D119 2223 SF Bay CTU			134,794		(134,794)		
10038091	HD HIV AO67 2223 HPTN Leadersh			34,010		(34,010)		
10038092	HD HIV PD111 2223 DoxyPrep			44,594		(44,594)		
10038093	HD HIV PD112 2223 PrEP-3D			166,602		(166,602)		
10038094	HD HIV PD155 2223 AMBER SOW			32,451		(32,451)		
10038095	HD STD CD142 2223, Core Mgmt L			635,689		(635,689)		
10038098	HN HIV PD140 2223 Ryan White			1,671,729		(1,671,729)		
10038106	HN MCH 2223 HCMC02			1,357,529		(1,357,529)		
10038107	HN MCH 2223 HCPM03			8,443,510		(8,443,510)		
10038108	HN MCH PM103 2223 CHVP SGF Inn			1,000,000		(1,000,000)		
10038109	HD EPR CD113 2223 Pan Flu			97,498		(97,498)		
10038110	HD EPR PD69 2223 PHEP			670,591		(670,591)		
10038111	HD EPR PD95 2223 CRI			195,332		(195,332)		
10038112	HD HIV PD14 2223 State HIV Sur			728,591		(728,591)		

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10038117	HD HIV PD114 2122 COPING	51,841		(51,841)		
		10038118	HD STD PD126 2223 Hepatitis C	380,812		(380,812)		
		10038119	HD STD PD131-2223 CDPH DPC L	259,455		(259,455)		
		10038120	HB MH AD04 2223 State Vocation	294,474		(294,474)		
		10038130	HB HM M005 2223 Hrsa Title Iv	100,676		(100,676)		
		10038132	HB MH M007 2223 SAMHSA-MHBG	4,646,586		(4,646,586)		
		10038133	HD HIV PD90 2223 SFDPH High Im	7,119,101		(7,119,101)		
		10038135	HD HIV PD151 2223 PS20-2010: I	3,140,893		(3,140,893)		
		10038137	HD EPR AC11 2223 HPP	316,000		(316,000)		
		10038138	HN MCH PM08 2223 WIC	3,105,913		(3,105,913)		
		10038140	HN MCH PM13 2223 NUTRITION	916,298		(916,298)		
		10038141	HN MCH PM14 2223 Foster Care	813,285		(813,285)		
		10038143	HD HIV AO05 2223 MMP	584,742		(584,742)		
		10038147	HN MCH PM05 2223 CHDP	1,742,363		(1,742,363)		
		10038162	HD HIV AO73 2223 SFDPH High Im	987,545		(987,545)		
		10038167	HC HIV PD128 2223 UCSF PTBi	83,000		(83,000)		
		10038168	HN MCH PM02 2223 Black Infant	2,067,822		(2,067,822)		
		10038169	HN MCH PM101 2223 Oral Health	308,879		(308,879)		
		10038170	HN MCH PM102 2223 CA Perinatal	459,560		(459,560)		
		10038171	HD EPI PD29 2223 Immunization	296,772		(296,772)		
		10038172	HD EHS PD116 2223 TobaccoGrant	350,000	350,000		350,000	
		10038173	HD ADM AC13 2223 Enhancing Hea	300,000		(300,000)		
		10038175	HD ENV 2223 PD150 SFDPH DOJ PR	487,060		(487,060)		
		10038176	HC ADM GLSC 2223 RWPC LSYC	75,700		(75,700)		
		10038178	HC ADM GMCK 2223 Mckinney Home	1,255,850		(1,255,850)		
		10038179	HC ADM GTWC 2223 RWPC TWC	88,800		(88,800)		
		10038182	HD STD PD132 2223 CDPH STD Pr	272,481		(272,481)		
		10038184	HD STD PD156 2223 Hellman Foun	135,000		(135,000)		
		10038186	HD HIV 1V18 2223 UNC/Emo itech	67,173		(67,173)		
		10038187	HD HIV PD130 2223 PPrEPmate 21	32,061		(32,061)		

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Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10038188	HM109-23 Mental Health Student	1,572,146		(1,572,146)		
		10038195	HD HIV IV24 2223 UCSF 10409sc	12,216		(12,216)		
		10038203	HM111-23 Crisis Care Mobile Un	646,094		(646,094)		
		10038204	HB MH HM107 2223 Early Psychos	533,342		(533,342)		
		10038205	HD HIV PD153 2223 PCORI	137,039		(137,039)		
		10038206	HD STD DC01 2223 Surveillance	272,898		(272,898)		
		10038207	HD STD PD16 2223 Std Preventio	3,525,391		(3,525,391)		
		10038322	HB SA SA102 2223 SABG ARPA	664,393		(664,393)		
		10038400	HD HIV PD164 2223 HPTN	133,474		(133,474)		
		10038401	HD HIV PD163 2223 RWJF Data-to	84,080		(84,080)		
		10038413	HD HIV PD165 2223 UCSF 12855sc	11,875		(11,875)		
		10038426	HB HM HM112 2223 MHBG-Americ	940,808		(940,808)		
		10038428	HD HED CH11-2223 Refugee Healt	206,881		(206,881)		
		10038448	HN HIV PD140 2324 Ryan White	1,671,027		(1,671,027)		
		10038566	HB SA SA103 2223 NACCHO IOPSL	340,496		(340,496)		
		10038569	HN MCH PM104 2223 CHVP SGF Exp	329,075		(329,075)		
		10038574	HN MCH PM105 FY 2223 CYSHCN	395,500		(395,500)		
		10038581	HB MH HM105 2223 Pre-Trial Fel	671,861		(671,861)		
		10038750	HD STD PD159 2223 Advancing He	1,347,649		(1,347,649)		
		10038774	HD EPR PD168 2123 WFD	1,189,498		(1,189,498)		
		10038870	HD HIV PD169 2223 ONE BALLROOM	5,875		(5,875)		
		10038871	HD HIV PD172 2223 ViV Interve	55,255		(55,255)		
		10038880	HD HIV PD173 2223 Leveraging	39,585		(39,585)		
		10039337	HD HIV PD151 2324 PS20-2010: I		3,197,784	3,197,784	3,282,590	84,806
		10039339	HD STD CD142 2324, Core Mgmt L		281,718	281,718	282,090	372
		10039340	HB MH M007 2324 Samhsa-MHBG		4,593,470	4,593,470	4,586,741	(6,729)
		10039341	HB HM M005 2324 Hrsa Title Iv		102,205	102,205	107,343	5,138
		10039347	HB MH HM105 2324 Pre-Trial Fel		737,671	737,671		(737,671)
		10039348	HD STD PD156 2324 Hellman Foun		135,000	135,000	135,000	

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Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10039350	HD HIV PD153 2324 PCORI		171,372	171,372	177,330	5,958
		10039356	HD HIV AO73 2324 SFDPH High Im		990,520	990,520	990,520	
		10039358	HD HED PH01 2324 Tobacco Free		984,491	984,491	812,017	(172,474)
		10039362	HB MH AD04 2324 State Vocation		265,175	265,175	264,904	(271)
		10039363	HD HIV D134 2324 UCSF-CFAR		99,314	99,314	99,314	
		10039365	HD HIV AO54 2324 UCSF TA 8940		57,730	57,730	56,351	(1,379)
		10039367	HM109-24 Mental Health Student		1,627,176	1,627,176	1,634,360	7,184
		10039374	HM111-24 Crisis Care Mobile Un		530,501	530,501	526,983	(3,518)
		10039375	HB MH HM107 2324 Early Psychos		522,924	522,924	522,924	
		10039376	HB HM HM112 2324 MHBG-Americ		1,073,434	1,073,434	1,108,009	34,575
		10039377	HN HIV AO60 2324 Ryan White P		325,801	325,801	325,801	
		10039378	HD AO16 2324 HIV Care Program		3,260,304	3,260,304	3,259,535	(769)
		10039379	HD HIV PD90 2324 SFDPH High Im		5,008,377	5,008,377	5,008,377	
		10039380	HD HIV AO05 2324 MMP		582,307	582,307	582,307	
		10039381	HD HIV PD14 2324 State HIV Sur		715,084	715,084	715,084	
		10039382	HD STD PD131-2324 CDPH DPC L		259,455	259,455	259,455	
		10039384	HD HIV D123 2324 NHBS		1,254,648	1,254,648	1,253,920	(728)
		10039386	HD HIV PD113 2324 UCSF 11580sc		43,173	43,173	43,173	
		10039387	HD STD PD132 2324 CDPH STD Pr		369,754	369,754	369,754	
		10039390	HD STD D141 2324 ELC GC Rapid		422,064	422,064	422,064	
		10039391	HD HIV PD121 2324 UCSF 11644sc		21,404	21,404	21,404	
		10039393	HD STD DC01 2324 Surveillance		250,000	250,000	250,000	
		10039394	HD HIV PD123 2324 UCSF 11626sc		70,132	70,132	70,132	
		10039396	HD HIV IV14 2324 Mandel		29,169	29,169	29,169	
		10039397	HD STD PD16 2324 Std Preventio		3,469,838	3,469,838	3,469,838	
		10039399	HD STD PD126 2324 Hepatitis C		380,812	380,812	380,812	
		10039400	HD HIV PD154 2324 UCSF 12518sc		18,779	18,779	18,779	
		10039401	HD HIV IV08 2324 Mid-Career		204,252	204,252	203,114	(1,138)
		10039402	HD HIV AO78 2425 REBOOT		100,865	100,865	103,280	2,415
		10039403	HD HIV PD118 2324 OD2A Academi		300,000	300,000	300,000	

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Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10039404	HD PD180-24 Future of Public		4,534,040	4,534,040	3,940,078	(593,962)
		10039405	HD HIV PD124 2324 OD2A Peer		250,000	250,000	250,000	
		10039406	HD TB DC22 2324 Ca Tb Controll		243,945	243,945	243,945	
		10039407	HD TB PD17 2324 TB/HIV Control		976,318	976,318	976,318	
		10039409	HD HIV PD138 2324 Expanding Ac		7,380	7,380	7,380	
		10039410	HD HIV PD139 2425 Western Stat		26,262	26,262	26,262	
		10039411	HD HIV PD152 2324 PRIME		97,262	97,262	98,763	1,501
		10039412	HD TB PD21 2324 Tuberculosis S		337,200	337,200	337,200	
		10039413	HD HIV PD161 2324 Mirtazapine		56,124	56,124	56,124	
		10039415	HD HIV AO86 2324 Leadershp LOC		88,065	88,065	89,349	1,284
		10039416	HD HIV D128 2324 HVTN Scientif		158,956	158,956	162,002	3,046
		10039418	HD HIV D119 2324 SF Bay CTU		162,435	162,435	177,793	15,358
		10039419	HD HIV PD158 2324 Integrated		316,125	316,125	315,923	(202)
		10039420	HD HIV AO67 2324 HPTN Leadersh		38,120	38,120	37,554	(566)
		10039422	HD HIV PD111 2324 DoxyPrep		44,594	44,594	44,594	
		10039423	HD CH12 2324 ASHS		226,000	226,000	226,000	
		10039424	HD HIV PD112 2324 PrEP-3D		166,602	166,602	166,602	
		10039425	HD HIV PD155 2324 AMBER SOW		32,451	32,451	32,451	
		10039426	HD HIV PD114 2223 COPING		51,841	51,841	51,841	
		10039429	HD HED CH11-2324 RHAP		324,061	324,061	324,061	
		10039431	HD HIV PD163 2324 RWJF Data-to		84,080	84,080	84,080	
		10039437	HD HIV PD164 2324 HPTN		133,474	133,474	133,474	
		10039439	HD HIV PD165 2324 UCSF 12855sc		11,875	11,875	11,875	
		10039440	HD HIV PD169 2324 ONE BALLROOM		5,875	5,875	5,875	
		10039442	HD HIV PD172 2324 ViiV Interve		55,255	55,255	55,255	
		10039443	HD HIV PD173 2324 Leveraging		39,585	39,585	39,585	
		10039444	HD HIV PD174 2324 PROTECT		22,810	22,810	22,810	
		10039445	HD HIV PD175 2324 UCSF 12668sc		43,611	43,611	43,611	
		10039447	HD HIV PD176 2324 UCSF 13199sc		15,207	15,207	15,207	

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Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10039448	HD HIV PD178 2324 BLISS		205,679	205,679	235,470	29,791
		10039459	HD ENV PD143 2324 Strengthenin		39,746	39,746	39,746	
		10039461	HN MCH PM105 FY 2324 CYSHCN		395,500	395,500	395,500	
		10039464	HD HIV PD179 2324 UCSF 13184sc		14,193	14,193	14,193	
		10039466	HD EHS PB02 2324 State CLPPP		891,290	891,290	895,748	4,458
		10039467	HN HIV PD13 2324 RWPA		16,277,425	16,277,425	16,317,041	39,616
		10039487	HD HIV AO99 2324 Transnational		44,461	44,461	44,937	476
		10039488	HD HIV PD141 2324 SHINE		20,415	20,415	20,415	
		10039489	HD HIV PD142 2324 Biomedical		21,587	21,587	21,587	
		10039490	HD HIV AO98 2324 Western State		38,713	38,713	39,025	312
		10039491	HD ENV2425 PD136 Noxious Weed		44,630	44,630	44,640	10
		10039492	HN HIV PD140 2425 Ryan White		3,639,909	3,639,909	2,191,310	(1,448,599)
		10039503	HN MCH 2324 HCMC02		1,367,293	1,367,293	1,367,946	653
		10039504	HN MCH PM02 2324 Black Infant		2,252,216	2,252,216	2,256,250	4,034
		10039506	HN MCH 2324 HCPM03		8,380,255	8,380,255	8,301,099	(79,156)
		10039510	HN MCH PM101 2324 Oral Health		308,879	308,879	308,879	
		10039513	HN MCH PM102 2324 CA Perinatal		459,560	459,560	459,560	
		10039516	HN MCH PM103 2324 CHVP SGF Inn		1,000,000	1,000,000	1,000,000	
		10039517	HN MCH PM104 2324 CHVP SGF Exp		329,075	329,075	329,075	
		10039519	HD EPR CD113 2324 Pan Flu		99,821	99,821	97,203	(2,618)
		10039520	HD EPR PD69 2324 PHEP		712,140	712,140	736,158	24,018
		10039521	HD EPR PD95 2324 CRI		195,536	195,536	195,538	2
		10039522	HD EPI PD29 2324 Immunization		301,282	301,282	309,519	8,237
		10039523	HC ADM GLSC 2324 RWPC LSYC		75,700	75,700	75,700	
		10039524	HC ADM GMCK 2324 Mckinney Home		1,255,850	1,255,850	1,255,850	
		10039526	HC ADM GTWC 2324 RWPC TWC		88,800	88,800	88,800	
		10039528	HD ADM AC13 2324 Enhancing Hea		300,000	300,000	300,000	
		10039529	HD ENV 2324 PD150 SFDPH DOJ PR		487,060	487,060		(487,060)
		10039538	HD EHS EH15 2324 Beach Water		29,225	29,225	29,225	
		10039547	HD EPR AC11 2324 HPP		300,290	300,290	300,290	

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Grants Projects								
		10039552	HN MCH PM08 2324 WIC		3,028,924	3,028,924	3,029,019	95
		10039553	HN MCH PM05 2324 CHDP		1,590,585	1,590,585	1,644,992	54,407
		10039554	HN MCH PM13 2324 NUTRITION		921,750	921,750	921,750	
		10039555	HN MCH PM14 2324 Foster Care		825,436	825,436	849,478	24,042
		10039556	HB SA SA102 2324 SABG ARPA		1,574,980	1,574,980	1,574,980	
		10039633	HD CH13-24 RHPP		74,328	74,328	74,328	
		10039685	BHCIP Round 3: Launch Ready		6,774,965	6,774,965		(6,774,965)
		10039759	PD185-24 STD SOS		889,417	889,417	889,417	
		10039760	HD HIV PD183 2324 ASTHO OPRR		20,000	20,000	20,000	
		10039783	HD ADM PD186-24 Project INVEST		3,593,597	3,593,597	3,654,656	61,059
		10039878	LAB PD187 2324 CDPH - LabAspi		44,450	44,450	44,450	
		10039892	PD HIV PD188 2324 UCSF Bay Ar		69,259	69,259	69,259	
		10039973	HB SA104 FY 2324 SABG Block Gr		8,913,363	8,913,363	8,913,363	
		10040036	HN WPC WP101 2324 PATH CITED		3,862,930	3,862,930	3,862,930	
		10040040	HN PC PC109 FY2324 PCORI HSII		485,606	485,606		(485,606)
		10040041	HN PC PC110 FY2324 Primary Car		1,200,000	1,200,000		(1,200,000)
		10040050	HB MH HM114 2324 Behavioral He		32,265,440	32,265,440	32,265,440	
		10040052	HN WPC WP102 FY 2324 HHIP		3,375,884	3,375,884	3,375,884	
		10040089	HB SA105 FY 2426 CCE Treasure		9,500,000	9,500,000		(9,500,000)
		10040211	HD STD PD192 2324 CDC-ELC		148,691	148,691		(148,691)
		10040218	HD STD PD193 2324 PS20-2010:		200,000	200,000		(200,000)
		10040235	HB HM HM115 2324 Community Car		7,431,615	7,431,615		(7,431,615)
11580 Total				102,086,265	168,474,550	66,388,285	139,609,680	(28,864,870)
14820	SR ETF-Gift	10035431	HN Safety Net		120,000	120,000	120,000	
		10036449	2020 Epic for FQHCs Program		135,000	135,000	135,000	
14820 Total				0	255,000	255,000	255,000	0
Grants Projects Total				102,086,265	168,729,550	66,643,285	139,864,680	(28,864,870)
Work Orders/Overhead								
10060	GF Work Order	207703	HBH Behavioral Health	25,394,439	25,657,468	263,029	24,407,667	(1,249,801)
		207705	HNS Health Network Services	13,120,073	12,939,150	(180,923)	12,939,150	

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Work Orders/Overhead								
		240642	HPC Primary Care	1,885,094	1,944,736	59,642	1,944,736	
		240661	HPH Population Health Division	7,203,364	7,380,964	177,600	7,291,403	(89,561)
		251961	HAD Public Health Admin	1,017,079	1,328,230	311,151	1,353,159	24,929
10060 Total				48,620,049	49,250,548	630,499	47,936,115	(1,314,433)
21550	LHH-Work Order Fund	240649	HLH Laguna Honda Hospital	229,950		(229,950)		
21550 Total				229,950	0	(229,950)	0	0
Work Orders/Overhead Total				48,849,999	49,250,548	400,549	47,936,115	(1,314,433)
Continuing Projects - Project Control								
21131	SFGH-OPERATING GRANTS-STATE	10039989	HG COVID19 Test 2 Treat Equity		496,065	496,065		(496,065)
21131 Total				0	496,065	496,065	0	(496,065)
21132	SFGH-OPERATING GRANTS-PRIVATE	10036351	Addiction Med. T Expan -ZSFG	1,088,193		(1,088,193)		
		10037612	ZSFG Patient Care Qual R2 FY23	155,137		(155,137)		
		10038608	HG GED Implementation at ZSFG	1,339,039		(1,339,039)		
		10038609	HG GED Implementation at ZSFG		1,497,930	1,497,930		(1,497,930)
		10038610	HG GED Implementation at ZSFG				1,458,730	1,458,730
		10038612	HG TMBH Fund Round 2	1,150,000		(1,150,000)		
		10038613	HG Health Advocates Prog	15,000		(15,000)		
		10038614	HG Social Med COVID19 at ZSFG	100,000		(100,000)		
		10038615	HG Solid Start Program	755,260		(755,260)		
		10039876	HG Equity&Innovation (Hearts)		721,847	721,847		(721,847)
		10039879	HG Pediatrics-Children's HLTH		256,786	256,786		(256,786)
		10039880	HG SolidStarts Initiative FY24		308,905	308,905		(308,905)
		10039881	HG Nursing General Account		50,735	50,735		(50,735)
		10039882	HG Social Med-Physic. Consult		186,548	186,548		(186,548)
		10039912	HG Child Truma Research Prog		918,000	918,000		(918,000)
		10040037	HG CTRP Covid-19 Tech Support		132,547	132,547		(132,547)
		10040230	HG EHI-SM Opioid Use Disorder		50,000	50,000		(50,000)
		10040246	HG OB/GYN Dept. Program		311,557	311,557		(311,557)
21132 Total				4,602,629	4,434,855	(167,774)	1,458,730	(2,976,125)
21270	SFGH-Capital Projects-State	10040228	HG Intensive Youth Behav. HLTH		33,735,105	33,735,105		(33,735,105)

Department: DPH Public Health

Fund Code	Fund Title	Code	Title	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
Continuing Projects - Project Control								
21270 Total				0	33,735,105	33,735,105	0	(33,735,105)
21680	LHH-OP Grants-State	10040223	HL Infection Control Grant		1,891,062	1,891,062		(1,891,062)
21680 Total				0	1,891,062	1,891,062	0	(1,891,062)
Continuing Projects - Project Control Total				4,602,629	40,557,087	35,954,458	1,458,730	(39,098,357)
Total Uses of Funds				2,997,880,835	3,191,642,002	193,761,167	3,172,941,946	(18,700,056)

Department: LIB Public Library

	2022-23 Original Budget	2023-24 Recommended Budget	2023-24 Change From 2022-23	2024-25 Recommended Budget	2024-25 Change From 2023-24
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Uses Summary

Salaries	71,167,562	74,929,839	3,762,277	77,564,920	2,635,081
Mandatory Fringe Benefits	38,591,849	38,573,292	(18,557)	39,822,038	1,248,746
Non-Personnel Services	10,850,135	10,614,533	(235,602)	9,889,931	(724,602)
Capital Outlay	23,601,159	33,758,000	10,156,841	6,680,000	(27,078,000)
City Grant Program	638,000	650,000	12,000	650,000	
Materials & Supplies	26,774,893	26,119,071	(655,822)	25,774,071	(345,000)
Services Of Other Depts	14,076,112	14,784,501	708,389	14,755,438	(29,063)
Overhead and Allocations	163	485	322	485	
Intrafund Transfers Out	22,626,045	32,780,000	10,153,955	6,680,000	(26,100,000)
Unappropriated Rev-Designated		825,241	825,241	11,324,164	10,498,923
Transfer Adjustment - Uses	(22,626,045)	(32,780,000)	(10,153,955)	(6,680,000)	26,100,000
Total Uses by Chart of Accounts	185,699,873	200,254,962	14,555,089	186,461,047	(13,793,915)

Sources Summary

Property Taxes	75,620,000	79,520,000	3,900,000	79,430,000	(90,000)
Intergovernmental: State	205,000	250,000	45,000	250,000	
Charges for Services	175,000	175,000		175,000	
Rents & Concessions	26,115	26,115		26,115	
Other Revenues	20,000	1,020,000	1,000,000	20,000	(1,000,000)
Interest & Investment Income	237,400	237,400		237,400	
Expenditure Recovery	77,532	87,636	10,104	90,032	2,396
IntraFund Transfers In	22,626,045	32,780,000	10,153,955	6,680,000	(26,100,000)
Transfers In	20,000	20,000		20,000	
Beg Fund Balance - Budget Only	10,358,826	16,128,811	5,769,985	62,500	(16,066,311)
Transfer Adjustment-Source	(22,626,045)	(32,780,000)	(10,153,955)	(6,680,000)	26,100,000
General Fund Support	98,960,000	102,790,000	3,830,000	106,150,000	3,360,000
Total Sources by Chart of Accounts	185,699,873	200,254,962	14,555,089	186,461,047	(13,793,915)

ADMINISTRATIVE PROVISIONS

SECTION 3. General Authority.

The Controller is hereby authorized and directed to set up appropriate accounts for the items of receipts and expenditures appropriated herein.

SECTION 3.1 Two-Year Budget.

For departments for which the Board of Supervisors has authorized, or the Charter requires, a fixed two-year budget, appropriations in this ordinance shall be available for allotment by the Controller on July 1st of the fiscal year in which appropriations have been approved. The Controller is authorized to adjust the two-year budget to reflect transfers and substitutions consistent with City's policies and restrictions for such transfers. The Controller is further authorized to make adjustments to the second year budgets consistent with Citywide estimates for salaries, fringe benefits, and work orders.

SECTION 4. Interim Budget Provisions.

All funds for equipment and new capital improvements shall be held in reserve until final action by the Board of Supervisors. No new equipment or capital improvements shall be authorized during the interim period other than equipment or capital improvements that, in the discretion of the Controller, is reasonably required for the continued operation of existing programs or projects previously approved by the Board of Supervisors. Authorization for the purchase of such equipment may be approved by the Board of Supervisors.

During the period of the interim annual appropriation ordinance and interim annual salary ordinance, no transfer of funds within a department shall be permitted without approval of the Controller, Mayor's Budget Director and the Chair of the Budget and Finance Committee.

When the Budget and Finance Committee or Budget and Appropriations Committee reserves selected expenditure items pending receipt of additional information from departments, upon receipt of the required information to the satisfaction of that committee, the Controller may release the previously reserved funds with no further action required by the Board of Supervisors.

If the Budget and Finance Committee or Budget and Appropriations Committee recommends a budget that increases funding that was deleted in the Mayor's Budget, the Controller shall have the authority to continue to pay these expenses until final passage of the budget by the Board of Supervisors, and approval of the budget by the Mayor.

SECTION 4.1 Interim Budget – Positions.

No new position may be filled in the interim period with the exception of those positions which in the discretion of the Controller are critical for the operation of existing programs or for projects previously approved by the Board of Supervisors or are required for emergency operations or where such positions would result in a net increase in revenues or where such positions are required to comply with law. New positions shall be defined as those positions that are enumerated in the Mayor's budget for the current fiscal year but were not enumerated in the appropriation and salary ordinances for the prior fiscal year, as amended, through June 30 of the prior fiscal year. In the event the Mayor has

approved the reclassification of a position in the department's budget for the current fiscal year, the Controller shall process a temporary or "tx" requisition at the request of the department and subject to approval of the Human Resources Director. Such action will allow for the continued employment of the incumbent in his or her former position pending action by the Board of Supervisors on the proposed reclassifications.

If the Budget and Finance Committee or Budget and Appropriations Committee of the Board of Supervisors recommends a budget that reinstates positions that were deleted in the Mayor's Budget, the Controller and the Human Resources Director shall have the authority to continue to employ and pay the salaries of the reinstated positions until final passage of the budget by the Board of Supervisors, and approval of the budget by the Mayor.

SECTION 5. Transfers of Functions and Duties.

Where revenues for any fund or department are herein provided by transfer from any other fund or department, or where a duty or a performance has been transferred from one department to another, the Controller is authorized and directed to make the related transfer of funds, provided further, that where revenues for any fund or department are herein provided by transfer from any other fund or department in consideration of departmental services to be rendered, in no event shall such transfer of revenue be made in excess of the actual cost of such service.

Where a duty or performance has been transferred from one department to another or departmental reorganization is effected as provided in the Charter, in addition to any required transfer of funds, the Controller and Human Resources Director are authorized to make any personnel transfers or reassignments between the affected departments and appointing officers at a mutually convenient time, not to exceed 100 days from the effective date of the ordinance or Mayoral memorandum transferring the duty or function. The Controller, the Human Resources Director and Clerk of the Board of Supervisors, with assistance of the City Attorney, are hereby authorized and directed to make such changes as may be necessary to conform all applicable ordinances to reflect said reorganization, transfer of duty or performance between departments.

SECTION 5.1 Agencies Organized under One Department.

Where one or more offices or agencies are organized under a single appointing officer or department head, the component units may continue to be shown as separate agencies for budgeting and accounting purposes to facilitate reporting. However, the entity shall be considered a single department for purposes of employee assignment and seniority, position transfers, and transfers of monies among funds within the department, and reappropriation of funds.

SECTION 5.2 Continuing Funds Appropriated.

In addition to the amount provided from taxes, the Controller shall make available for expenditure the amount of actual receipts from special funds whose receipts are continuously appropriated as provided in the Municipal Codes.

SECTION 5.3 Multi-Year Revenues.

In connection with money received in one fiscal year for departmental services to be performed in a subsequent year, the Controller is authorized to establish an account for depositing revenues which are applicable to the ensuing fiscal year, said revenue shall be carried forward and become a part of the funds available for appropriation in said ensuing fiscal year.

SECTION 5.4 Contracting Funds.

All money received in connection with contracts under which a portion of the moneys received is to be paid to the contractors and the remainder of the moneys received inures to the City and County shall be deposited in the Treasury.

(a) That portion of the money received that under the terms of the contract inures to the City and County shall be deposited to the credit of the appropriate fund.

(b) That portion of the money received that under the terms of the contracts is to be paid to the contractor shall be deposited in special accounts and is hereby appropriated for said purposes.

SECTION 5.5 Real Estate Services.

Rents received from properties acquired or held in trust for specific purposes are hereby appropriated to the extent necessary for maintenance of said properties, including services of the General Services Agency.

Moneys received from lessees, tenants or operators of City-owned property for the specific purpose of real estate services relative to such leases or operating agreements are hereby appropriated to the extent necessary to provide such services.

SECTION 5.6 Collection Services.

In any contracts for the collection of unpaid bills for services rendered to clients, patients or both by the Department of Public Health in which said unpaid bills have not become delinquent pursuant to Article V of Chapter 10 of the Administrative Code, the Controller is hereby authorized to adjust the estimated revenues and expenditures of the various divisions and institutions of the Department of Public Health to record such recoveries. Any percentage of the amounts, not to exceed 25 percent, recovered from such unpaid bills by a contractor is hereby appropriated to pay the costs of said contract. The Controller is authorized and is hereby directed to establish appropriate accounts to record total collections and contract payments relating to such unpaid bills.

SECTION 5.7 Contract Amounts Based on Savings.

When the terms of a contract provide for payment amounts to be determined by a percentage of cost savings or previously unrecognized revenues, such amounts as are actually realized from either said cost savings or unrecognized revenues are hereby appropriated to the extent necessary to pay contract amounts due. The Controller is authorized and is hereby directed to establish appropriate accounts to record such transactions.

SECTION 5.8 Collection and Legal Services.

In any contracts between the City Attorney's Office and outside counsel for legal services in connection with the prosecution of actions filed on behalf of the City or for assistance in the prosecution of actions that the City Attorney files in the name of the People, where the fee to outside counsel is contingent on the recovery of a judgment or other monies by the City through such action, the Controller is hereby authorized to adjust the estimated revenues and expenditures of the City Attorney's Office to record such recoveries. A percentage of such recoveries, not to exceed 25 percent plus the amount of any out-of-pocket costs the Controller determines were actually incurred to prosecute such action, is hereby appropriated from the amount of such recoveries to pay the contingent fee due to such outside counsel under said contract and any costs incurred by the City or outside counsel in prosecuting the action. The Controller is authorized and hereby directed to establish appropriate accounts to record total collections and contingent fee and cost payments relating to such actions. The City Attorney as verified by the Controller shall report to the Board of Supervisors annually on the collections and costs incurred under this provision, including the case name, amount of judgment, the fund which the judgment was deposited, and the total cost of and funding source for the legal action.

SECTION 6. Bond Interest and Redemption.

In the event that estimated receipts from other than utility revenues, but including amounts from ad-valorem taxes, shall exceed the actual requirements for bond interest and redemption, said excess shall be transferred to a General Bond Interest and Redemption Reserve account. The Bond Interest and Redemption Reserve is hereby appropriated to meet debt service requirements including printing of bonds, cost of bond rating services and the legal opinions approving the validity of bonds authorized to be sold not otherwise provided for herein.

Issuance, legal and financial advisory service costs, including the reimbursement of departmental services in connection therewith, for debt instruments issued by the City and County, to the extent approved by the Board of Supervisors in authorizing the debt, may be paid from the proceeds of such debt and are hereby appropriated for said purposes.

SECTION 7. Allotment Controls.

Since several items of expenditures herein appropriated are based on estimated receipts, income or revenues which may not be fully realized, it shall be incumbent upon the Controller to establish a schedule of allotments, of such duration as the Controller may determine, under which the sums appropriated to the several departments shall be expended. The Controller shall revise such revenue estimates periodically. If such revised estimates indicate a shortage, the Controller shall hold in reserve an equivalent amount of the corresponding expenditure appropriations set forth herein until the collection of the amounts as originally estimated is assured, and in all cases where it is provided by the Charter that a specified or minimum tax shall be levied for any department the amount of appropriation herein provided derived from taxes shall not exceed the amount actually produced by the levy made for such department.

The Controller in issuing payments or in certifying contracts, purchase orders or other encumbrances pursuant to Section 3.105 of the Charter, shall consider only the allotted portions of appropriation items to be available for encumbrance or expenditure and shall not approve the incurring of liability under any allotment in excess of the amount of such allotment. In case of emergency or unusual circumstances which could not be anticipated at the time of allotment, an additional allotment for a period may be made on the recommendation of the department head and the approval of the Controller. After the allotment schedule has been established or fixed, as heretofore provided, it shall be unlawful for any department or officer to expend or cause to be expended a sum greater than the amount set forth for the particular activity in the allotment schedule so established, unless an additional allotment is made, as herein provided.

Allotments, liabilities incurred and expenditures made under expenditure appropriations herein enumerated shall in no case exceed the amount of each such appropriation, unless the same shall have been increased by transfers or supplemental appropriations made in the manner provided by Section 9.105 of the Charter.

SECTION 7.1 Prior Year Encumbrances.

The Controller is hereby authorized to establish reserves for the purpose of providing funds for adjustments in connection with liquidation of encumbrances and other obligations of prior years.

SECTION 7.2 Equipment Purchases.

Funds for the purchase of items of equipment having a significant value of over \$20,000 and a useful life of three years and over shall only be purchased from appropriations specifically provided for equipment or lease-purchased equipment, including equipment from capital projects. Departments may purchase additional or replacement equipment from previous equipment or lease-purchase appropriations, or from citywide equipment and other non-salary appropriations, with approval of the Mayor's Office and the Controller.

Where appropriations are made herein for the purpose of replacing automotive and other equipment, the equipment replaced shall be surrendered to the General Services Agency and shall be withdrawn from service on or before delivery to departments of the new automotive equipment. When the replaced equipment is sold, in lieu of being traded-in, the proceeds shall be deposited to a revenue account of the related fund. Provided, however, that so much of said proceeds as may be required to affect the purchase of the new equipment is hereby appropriated for the purpose. Funds herein appropriated for automotive equipment shall not be used to buy a replacement of any automobile superior in class to the one being replaced unless it has been specifically authorized by the Board of Supervisors in the making of the original appropriation.

Appropriations of equipment from current funds shall be construed to be annual appropriations and unencumbered balances shall lapse at the close of the fiscal year.

SECTION 7.3 Enterprise Deficits.

Funds appropriated herein to meet estimated enterprise deficits shall be made available to each such enterprise only to the extent that an actual deficit shall exist and not to exceed the amount herein provided. Any amount not required for the purpose of meeting an enterprise fund deficit shall be transferred back to the General Fund at the end of each fiscal year unless otherwise appropriated by ordinance.

SECTION 7.4 Public Utilities Commission Debt Service.

The San Francisco Public Utilities Commission shall, in coordination with the Controller's Office, record and report the use of debt service appropriations in their respective debt service funds consistent with the Schedule of Bond Redemption and Interest Statement included herein and as required pursuant to Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP) accounting rules, requirements and practices. The Controller is hereby authorized to make all associated net-zero appropriation transfers to ensure compliant financial reporting.

SECTION 8. Expenditure Estimates.

Where appropriations are made for specific projects or purposes which may involve the payment of salaries or wages, the head of the department to which such appropriations are made, or the head of the department authorized by contract or interdepartmental order to make expenditures from each such appropriation, shall file with the Controller, when requested, an estimate of the amount of any such expenditures to be made during the ensuing period.

SECTION 8.1 State and Federal Funds.

The Controller is authorized to increase Federal and State funds that may be claimed due to new General Fund expenditures appropriated by the Board of Supervisors. The Human Resources Director is authorized to add civil service positions required to implement the programs authorized by these funds. The Controller and the Human Resources Director shall report to the Board of Supervisors any actions taken under this authorization before the Board acts on the Annual Appropriation and Annual Salary Ordinances.

SECTION 8.2 State and Federal Funding Restorations.

If additional State or Federal funds are allocated to the City and County of San Francisco to backfill State reductions, the Controller shall backfill any funds appropriated to any program to the General Reserve.

SECTION 8.3 Process for Addressing General Fund Revenue Shortfalls

Upon receiving Controller estimates of revenue shortfalls that exceed the value of the General Reserve and any other allowances for revenue shortfalls in the adopted City budget, the Mayor shall inform the Board of Supervisors of actions to address this shortfall. The Board of Supervisors may adopt an ordinance to reflect the Mayor's proposal or alternative proposals in order to balance the budget.

SECTION 9. Interdepartmental Services.

The Controller is hereby authorized and directed to prescribe the method to be used in making payments for interdepartmental services in accordance with the provisions of

Section 3.105 of the Charter, and to provide for the establishment of interdepartmental reserves which may be required to pay for future obligations which result from current performances. Whenever in the judgment of the Controller, the amounts which have been set aside for such purposes are no longer required or are in excess of the amount which is then currently estimated to be required, the Controller shall transfer the amount no longer required to the fund balance of the particular fund of which the reserve is a part. Provided further that no expenditure shall be made for personnel services, rent, equipment and capital outlay purposes from any interdepartmental reserve or work order fund without specific appropriation by the Board of Supervisors.

The amount detailed in departmental budgets for services of other City departments cannot be transferred to other spending categories without prior agreement from both the requesting and performing departments.

The Controller, pursuant to the provisions of Charter Section 3.105, shall review and may adjust charges or fees for services that may be authorized by the Board of Supervisors for the administration of the Technology Marketplace. Such fees are hereby appropriated for that purpose.

SECTION 10. Positions in the City Service.

Department heads shall not make appointments to any office or position until the Controller shall certify that funds are available.

Funds provided herein for salaries or wages may, with the approval of the Controller, be used to provide for temporary employment when it becomes necessary to replace the occupant of a position while on extended leave without pay, or for the temporary filling of a vacancy in a budgeted position. The Controller is authorized to approve the use of existing salary appropriations within departments to fund permanent appointments of up to six months to backfill anticipated vacancies to ensure implementation of successful succession plans and to facilitate the transfer of mission critical knowledge. The Controller shall provide a report to the Board of Supervisors every six months enumerating permanent positions created under this authority.

Appointments to seasonal or temporary positions shall not exceed the term for which the Controller has certified the availability of funds.

The Controller shall be immediately notified of a vacancy occurring in any position.

SECTION 10.1 Positions, Funds, and Transfers for Specific Purposes.

Funds for personnel services may be transferred from any legally available source on the recommendation of the department head and approval by the City Administrator, Board or Commission, for departments under their respective jurisdiction, and on authorization of the Controller with the prior approval of the Human Resources Director for:

(a) Lump sum payments to officers, employees, police officers and fire fighters other than elective officers and members of boards and commissions upon death or retirement

or separation caused by industrial accident for accumulated sick leave benefits in accordance with Civil Service Commission rules.

(b) Payment of the supervisory differential adjustment, out of class pay or other negotiated premium to employees who qualify for such adjustment provided that the transfer of funds must be made from funds currently available in departmental personnel service appropriations.

(c) Payment of any legal salary or fringe benefit obligations of the City and County including amounts required to fund arbitration awards.

(d) The Controller is hereby authorized to adjust salary appropriations for positions administratively reclassified or temporarily exchanged by the Human Resources Director provided that the reclassified position and the former position are in the same functional area.

(e) Positions may be substituted or exchanged between the various salary appropriations or position classifications when approved by the Human Resources Director as long as said transfers do not increase total departmental personnel service appropriations.

(f) The Controller is hereby authorized and directed upon the request of a department head and the approval by the Mayor's Office to transfer from any legally available funds amounts needed to fund legally mandated salaries, fringe benefits and other costs of City employees. Such funds are hereby appropriated for the purpose set forth herein.

(g) The Controller is hereby authorized to transfer any legally available funds to adjust salary and fringe benefit appropriations as required under reclassifications recommended by the Human Resources Director and approved by the Board of Supervisors in implementing the Management Compensation and Classification Plan.

Amounts transferred shall not exceed the actual amount required including the cost to the City and County of mandatory fringe benefits.

(h) Pursuant to California Labor Code Section 4850.4, the Controller is authorized to make advance payments from departments' salary accounts to employees participating in CalPERS who apply for disability retirement. Repayment of these advanced disability retirement payments from CalPERS and from employees are hereby appropriated to the departments' salary account.

(i) For purposes of defining terms in Administrative Code Section 3.18, the Controller is authorized to process transfers where such transfers are required to administer the budget through the following certification process: In cases where expenditures are reduced at the level of appropriation control during the Board of Supervisors phase of the budget process, the Chair of the Budget and Finance Committee, on recommendation of the Controller, may certify that such a reduction does not reflect a deliberate policy

reduction adopted by the Board. The Mayor's Budget Director may similarly provide such a certification regarding reductions during the Mayor's phase of the budget process.

SECTION 10.2 Professional Services Contracts.

Funds appropriated for professional service contracts may be transferred to the account for salaries on the recommendation of the department head for the specific purpose of using City personnel in lieu of private contractors with the approval of the Human Resources Director and the Mayor and the certification by the Controller that such transfer of funds would not increase the cost of government.

SECTION 10.3 Surety Bond Fund Administration.

The Controller is hereby authorized to allocate funds from capital project appropriations to the San Francisco Self-Insurance Surety Bond Fund, as governed by Administrative Code Section 10.100-317 and in accordance with amounts determined pursuant to Administrative Code Section 14B.16.

SECTION 10.4 Salary Adjustments, Memoranda of Understanding (MOUs).

The Controller is authorized and directed to transfer from the Salary and Benefits Reserve, or any legally available funds, amounts necessary to adjust appropriations for salaries and related mandatory fringe benefits of employees whose compensation is pursuant to Charter Sections A8.403 (Registered Nurses), A8.404 (Transit Operators), A8.409 (Miscellaneous Employees), A8.405 and A8.590-1 through A8.590-5 (Police and Firefighters), revisions to State Law, and/or collective bargaining agreements adopted pursuant to the Charter or arbitration award. The Controller and Human Resources Director are further authorized and directed to adjust the rates of compensation to reflect current pay rates for any positions affected by the foregoing provisions.

Adjustments made pursuant to this section shall reflect only the percentage increase required to adjust appropriations to reflect revised salary and other pay requirements above the funding level established in the base and adopted budget of the respective departments.

The Controller is authorized and directed to transfer from reserves or any legally available funds amounts necessary to provide costs of non-salary benefits in ratified Memoranda of Understanding or arbitration awards or Board of Supervisors approved employee and retiree health and dental rates. The Controller's Office shall report to the Budget and Finance Committee or Budget and Appropriations Committee on the status of the Salary and Benefits Reserve, including amounts transferred to individual City departments and remaining Reserve balances, as part of the Controller's Six and Nine Month Budget Status Reports.

SECTION 10.5 MOUs to be Reflected in Department Budgets.

Should the City and County adopt an MOU with a recognized employee bargaining organization during the fiscal year which has fiscal effects, the Controller is authorized and directed to reflect the budgetary impact of said MOU in departmental appropriations by transferring amounts to or from the Salary and Benefits Reserve, or, for self-supporting

or restricted funds, to or from the respective unappropriated fund balance account. All amounts transferred pursuant to this section are hereby appropriated for the purpose.

SECTION 10.6 Funding Memoranda of Understanding (MOUs).

Whenever the Board of Supervisors has ratified by ordinance or resolution Memoranda of Understanding with recognized employee organizations or an arbitration award has become effective, and said memoranda or award contains provisions requiring the expenditure of funds, the Controller, on the recommendation of the Human Resources Director, shall reserve sufficient funds to comply with such provisions and such funds are hereby appropriated for such purposes. The Controller is hereby authorized to make such transfers from funds hereby reserved or legally available as may be required to make funds available to departments to carry out the purposes required by the Memoranda of Understanding or arbitration award.

SECTION 10.7 Fringe Benefit Rate Adjustments.

Appropriations herein made for fringe benefits may be adjusted by the Controller to reflect revised amounts required to support adopted or required contribution rates. The Controller is authorized and is hereby directed to transfer between departmental appropriations and the General Reserve or other unappropriated balance of funds any amounts resulting from adopted or required contribution rates and such amounts are hereby appropriated to said accounts.

When the Controller determines that prepayment of the employer share of pension contributions is likely to be fiscally advantageous, the Controller is authorized to adjust appropriations and transfers in order to make and reconcile such prepayments.

SECTION 10.8 Police Department Uniformed Positions.

Positions in the Police Department for each of the various ranks that are filled based on the educational attainment of individual officers may be filled interchangeably at any level within the rank (e.g., Patrol Officer Q2, Q3 or Q4, Sergeant Q50, Q51, Q52). The Controller and Human Resources Director are hereby authorized to adjust payrolls, salary ordinances and other documents, where necessary, to reflect the current status of individual employees; provided however, that nothing in this section shall authorize an increase in the total number of positions allocated to any one rank or to the Police Department.

SECTION 10.9 Holidays, Special Provisions.

Whenever any day is declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, the Controller, with the approval of the Mayor's Office, is hereby authorized to make such transfer of funds not to exceed the actual cost of said holiday from any legally available funds.

SECTION 10.10 Litigation Reserve, Payments.

The Controller is authorized and directed to transfer from the Reserve for Litigation Account for General Fund supported departments or from any other legally available funds for other funds, amounts required to make payments required to settle litigation

against the City and County of San Francisco that has been recommended by the City Attorney and approved by the Board of Supervisors in the manner provided in the Charter. Such funds are hereby appropriated for the purposes set forth herein.

Amounts required to pay settlements of claims or litigation involving the Public Utilities Commission are hereby appropriated from the Public Utilities Commission Wastewater Enterprise fund balance or the Public Utilities Commission Water Enterprise fund balance, as appropriate, for the purpose of paying such settlements following final approval of those settlements by resolution or ordinance.

SECTION 10.11 Changes in Health Services Eligibility.

Should the Board of Supervisors amend Administrative Code Section 16.700 to change the eligibility in the City's Health Service System, the Controller is authorized and directed to transfer from any legally available funds or the Salary and Fringe Reserve for the amount necessary to provide health benefit coverage not already reflected in the departmental budgets.

Section 10.12 Workers' Compensation Alternative Dispute Resolution Program

Resolutions 85-19 and 86-19 authorized the Department of Human Resources to enter Workers' Compensation Alternative Dispute Resolution (ADR) Labor-Management Agreements with the San Francisco Firefighters' Association, Local 798, and San Francisco Police Officers Association, respectively. These Agreements require the City to allocate an amount equal to 50% of the ADR program estimated net savings, as determined by actuarial report, for the benefit of active employees. The Controller is authorized and directed to transfer from any legally available funds the amount necessary to make the required allocations. This provision will terminate if the parties agree to terminate the Agreements.

SECTION 11. Funds Received for Special Purposes, Trust Funds.

The Controller is hereby authorized and directed to continue the existing special and trust funds, revolving funds, and reserves and the receipts in and expenditures from each such fund are hereby appropriated in accordance with law and the conditions under which each such fund was established.

The Controller is hereby authorized and directed to set up additional special and trust funds and reserves as may be created either by additional grants and bequests or under other conditions, and the receipts in each fund are hereby appropriated in accordance with law for the purposes and subject to the conditions under which each such fund was established.

SECTION 11.1 Special and Trust Funds Appropriated.

Whenever the City and County of San Francisco shall receive for a special purpose from the United States of America, the State of California, or from any public or semi-public agency, or from any private person, firm or corporation, any moneys, or property to be converted into money, the Controller shall establish a special fund or account evidencing the said moneys so received and specifying the special purposes for which they have

been received and for which they are held, which said account or fund shall be maintained by the Controller as long as any portion of said moneys or property remains.

Recurring grant funds which are detailed in departmental budget submissions and approved by the Mayor and Board of Supervisors in the annual budget shall be deemed to have met the requirements of Administrative Code Section 10.170 for the approval to apply for, receive and expend said funds and shall be construed to be funds received for a specific purpose as set forth in this section. Positions specifically approved by granting agencies in said grant awards may be filled as though said positions were included in the annual budget and Annual Salary Ordinance, provided however that the tenure of such positions shall be contingent on the continued receipt of said grant funds. Individual grants may be adjusted by the Controller to reflect actual awards made if granting agencies increase or decrease the grant award amounts estimated in budget submissions.

The expenditures necessary from said funds or said accounts as created herein, in order to carry out the purpose for which said moneys or orders have been received or for which said accounts are being maintained, shall be approved by the Controller and said expenditures are hereby appropriated in accordance with the terms and conditions under which said moneys or orders have been received by the City and County of San Francisco, and in accordance with the conditions under which said funds are maintained.

The Controller is authorized to adjust transfers to the San Francisco Capital Planning Fund, established by Administrative Code Section 10.100-286, to account for final capital project planning expenditures reimbursed from approved sale of bonds and other long term financing instruments.

SECTION 11.2 Insurance Recoveries.

Any moneys received by the City and County of San Francisco pursuant to the terms and conditions of any insurance policy are hereby appropriated and made available to the general city or specific departments for associated costs or claims.

SECTION 11.3 Bond Premiums.

Premiums received from the sale of bonds are hereby appropriated for bond interest and redemption purposes of the issue upon which it was received.

SECTION 11.4 Ballot Arguments.

Receipts in and expenditures for payment for the printing of ballot arguments, are hereby appropriated in accordance with law and the conditions under which this appropriation is established.

SECTION 11.5 Tenant Overtime.

Whenever employees of departments are required to work overtime on account of services required by renters, lessees or tenants of City-owned or occupied properties, or recipients of services from City departments, the cost of such overtime employment shall be collected by the departments from the requesters of said services and shall be

deposited with the Treasurer to the credit of departmental appropriations. All moneys deposited therein are hereby appropriated for such purpose.

SECTION 11.6 Refunds.

The Controller is hereby authorized and directed to set up appropriations for refunding amounts deposited in the Treasury in excess of amounts due, and the receipts and expenditures from each are hereby appropriated in accordance with law. Whereby State statute, local ordinance or court order, interest is payable on amounts to be refunded, in the absence of appropriation therefore, such interest is herewith appropriated from the unappropriated interest fund or interest earnings of the fund involved. The Controller is authorized, and funds are hereby appropriated, to refund overpayments and any mandated interest or penalties from State, Federal and local agencies when audits or other financial analyses determine that the City has received payments in excess of amounts due.

SECTION 11.7 Arbitrage.

The Controller is hereby authorized and directed to refund excess interest earnings on bond proceeds (arbitrage) when such amounts have been determined to be due and payable under applicable Internal Revenue Service regulations. Such arbitrage refunds shall be charged in the various bond funds in which the arbitrage earnings were recorded and such funds are hereby appropriated for the purpose.

SECTION 11.8 Damage Recoveries.

Moneys received as payment for damage to City-owned property and equipment are hereby appropriated to the department concerned to pay the cost of repairing such equipment or property. Moneys received as payment for liquidated damages in a City-funded project are appropriated to the department incurring costs of repairing or abating the damages. Any excess funds, and any amount received for damaged property or equipment which is not to be repaired shall be credited to a related fund.

SECTION 11.9 Purchasing Damage Recoveries.

That portion of funds received pursuant to the provisions of Administrative Code Section 21.33 - failure to deliver article contracted for - as may be needed to affect the required procurement are hereby appropriated for that purpose and the balance, if any, shall be credited the related fund.

SECTION 11.10 Off-Street Parking Guarantees.

Whenever the Board of Supervisors has authorized the execution of agreements with corporations for the construction of off-street parking and other facilities under which the City and County of San Francisco guarantees the payment of the corporations' debt service or other payments for operation of the facility, it shall be incumbent upon the Controller to reserve from parking meter or other designated revenues sufficient funds to provide for such guarantees. The Controller is hereby authorized to make payments as previously guaranteed to the extent necessary and the reserves approved in each Annual Appropriation Ordinance are hereby appropriated for the purpose. The Controller shall notify the Board of Supervisors annually of any payments made pursuant to this Section.

SECTION 11.11 Hotel Tax – Special Situations.

The Controller is hereby authorized and directed to make such interfund transfers or other adjustments as may be necessary to conform budget allocations to the requirements of the agreements and indentures of the 1994 Lease Revenue and/or San Francisco Redevelopment Agency Hotel Tax Revenue Bond issues.

SECTION 11.12 Local Transportation Agency Fund.

Local transportation funds are hereby appropriated pursuant to the Government Code.

SECTION 11.13 Insurance.

The Controller is hereby authorized to transfer to the Risk Manager any amounts indicated in the budget estimate and appropriated hereby for the purchase of insurance or the payment of insurance premiums.

SECTION 11.14 Grants to Departments of Disability and Aging Services, Child Support Services, Homelessness and Supportive Housing, and Children, Youth and their Families

The Department of Disability and Aging Services and the Department of Child Support Services are authorized to receive and expend available federal and state contributions and grant awards for their target populations. The Controller is hereby authorized and directed to make the appropriate entries to reflect the receipt and expenditure of said grant award funds and contributions. The Department of Homelessness and Supportive Housing is authorized to apply surpluses among subgrants within master HUD grants to shortfalls in other subgrants. The Department of Children, Youth and Their Families is authorized to receive and expend funds in instances where funds from grants appropriated herein are not fixed and exceed the estimates contained in the budget.

SECTION 11.15 FEMA, OES, Other Reimbursements.

Whenever the City and County recovers funds from any federal or state agency as reimbursement for the cost of damages resulting from earthquakes and other disasters for which the Mayor has declared a state of emergency, such funds are hereby appropriated for the purpose. The Controller is authorized to transfer such funds to the credit of the departmental appropriation which initially incurred the cost, or, if the fiscal year in which the expenses were charged has ended, to the credit of the fund which incurred the expenses. Revenues received from other governments as reimbursement for mutual aid provided by City departments are hereby appropriated for services provided.

Whenever the City and County is required to designate agents authorized to obtain state and federal disaster and emergency assistance funding, the Mayor and Board of Supervisors designate the Executive Director of the Department of Emergency Management, the Controller, and the Deputy Controller to be the agents authorized to execute agreements for and on behalf of the City and County of San Francisco, for disaster and emergency assistance funding from State and Federal agencies, for all open and future disasters.

SECTION 11.16 Interest on Grant Funds.

Whenever the City and County earns interest on funds received from the State of California or the federal government and said interest is specifically required to be expended for the purpose for which the funds have been received, said interest is hereby appropriated in accordance with the terms under which the principal is received and appropriated.

SECTION 11.17 Treasurer – Banking Agreements.

Whenever the Treasurer finds that it is in the best interest of the City and County to use either a compensating balance or fee for service agreement to secure banking services that benefit all participants of the pool, any funds necessary to be paid for such agreement are to be charged against interest earnings and such funds are hereby appropriated for the purpose.

The Treasurer may offset banking charges that benefit all participants of the investment pool against interest earned by the pool. The Treasurer shall allocate other bank charges and credit card processing to departments or pool participants that benefit from those services. The Controller may transfer funds appropriated in the budget to General Fund departments as necessary to support allocated charges.

SECTION 11.18 City Buildings–Acquisition with Certificates of Participation (COPs).

Receipts in and expenditures from accounts set up for the acquisition and operation of City-owned buildings including, but not limited to 25 Van Ness Avenue and 1660 Mission Street, are hereby appropriated for the purposes set forth in the various bond indentures through which said properties were acquired.

SECTION 11.19 Generally Accepted Principles of Financial Statement Presentation.

The Controller is hereby authorized to make adjustments to departmental budgets as part of the year-end closing process to conform amounts to the Charter provisions and generally accepted principles of financial statement presentation, and to implement new accounting standards issued by the Governmental Accounting Standards Board and other changes in generally accepted accounting principles.

SECTION 11.20 Fund Balance Reporting and Government Fund Type Definitions.

The Controller is authorized to establish or adjust fund type definitions for restricted, committed or assigned revenues and expenditures, in accordance with the requirements of Governmental Accounting Standards Board Statement 54. These changes will be designed to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. Reclassification of funds shall be reviewed by the City's outside auditors during their audit of the City's financial statements.

SECTION 11.21 State Local Public Safety Fund.

Amounts received from the State Local Public Safety Fund (Sales Taxes) for deposit to the Public Safety Augmentation Fund shall be transferred to the General Fund for use in meeting eligible costs of public safety as provided by State law and said funds are appropriated for said purposes.

Said funds shall be allocated to support public safety department budgets, but not specific appropriation accounts, and shall be deemed to be expended at a rate of 75% of eligible departmental expenditures up to the full amount received. The Controller is hereby directed to establish procedures to comply with state reporting requirements.

SECTION 11.22 Health Care Security Ordinance Agency Fund.

Irrevocable health care expenditures made to the City by employers on behalf of their employees pursuant to the provisions of Administrative Code Chapter 14, the San Francisco Health Care Security Ordinance are maintained in the Health Care Security Ordinance Fund, an agency fund maintained by the City for the benefit of City Option account holders. Interest earnings in the fund are hereby appropriated for the administrative costs incurred to manage participant accounts.

SECTION 11.23 Affordable Housing Loan Repayments and Interest Earnings.

Loan repayments, proceeds of property sales in cases of defaulted loans, and interest earnings in special revenue funds designated for affordable housing are hereby appropriated for affordable housing program expenditures, including payments from loans made by the former San Francisco Redevelopment Agency and transferred to the Mayor's Office of Housing and Community Development, the designated the housing successor agency. Expenditures shall be subject to the conditions under which each such fund was established.

SECTION 11.24 Development Agreement Implementation Costs.

The Controller is hereby authorized to appropriate reimbursements of City costs incurred to implement development agreements approved by the Board of Supervisors, including but not limited to City staff time, consultant services and associated overhead costs to conduct plan review, inspection, and contract monitoring, and to draft, negotiate, and administer such agreements. This provision does not apply to development impact fees or other payments approved in a development agreement, which shall be appropriated by the Board of Supervisors.

SECTION 11.25 Housing Trust Fund.

The Controller is hereby authorized to adjust appropriations as necessary to implement the movement of Housing Trust Fund revenues and expenditures from the General Fund to a special revenue fund.

The Controller shall account for appropriation of \$17,600,000 for eligible affordable housing projects in fiscal year 2021-22 as an advance of future year Housing Trust Fund allocations, and shall credit such advance against required appropriations to that fund for a period of five years, beginning in fiscal year 2023-24, in an annual amount of \$3,520,000.

SECTION 12. Special Situations.**SECTION 12.1 Revolving Funds.**

Surplus funds remaining in departmental appropriations may be transferred to fund increases in revolving funds up to the amount authorized by the Board of Supervisors if said Board, by ordinance, has authorized an increase in said revolving fund amounts.

SECTION 12.2 Interest Allocations.

Interest shall not be allocated to any special, enterprise, or trust fund or account unless said allocation is required by Charter, state law or specific provision in the legislation that created said fund. Any interest earnings not allocated to special, enterprise or trust funds or accounts shall be credited, by the Controller, to General Fund Unallocated Revenues.

SECTION 12.3 Property Tax.

Consistent with the State Teeter Plan requirements, the Board of Supervisors elects to continue the alternative method of distribution of tax levies and collections in accordance with Revenue and Taxation Code Section 4701. The Board of Supervisors directs the Controller to maintain the Teeter Tax Losses Reserve Fund at an amount not less than 1% of the total of all taxes and assessments levied on the secured roll for that year for participating entities in the county as provided by Revenue and Taxation Code Section 4703. The Board of Supervisors authorizes the Controller to make timely property tax distributions to the Office of Community Investment and Infrastructure, the Treasure Island Development Authority, and City and County of San Francisco Infrastructure Financing Districts as approved by the Board of Supervisors through the budget, through development pass-through contracts, through tax increment allocation pledge agreements and ordinances, and as mandated by State law.

The Controller is authorized to adjust the budget to conform to assumptions in final approved property tax rates and to make debt service payments for approved general obligation bonds accordingly.

The Controller is authorized and directed to recover costs from the levy, collection and administration of property taxes. The tax rate for the City's General Obligation Bond Fund, approved annually by resolution of the Board of Supervisors, includes a collection fee of 0.25% of the fund collected for the purpose of the General Obligation Bond debt service. An amount sufficient to pay this fee is hereby appropriated within the General Obligation Bond Fund and the Controller is hereby authorized to pay this fee into the General Fund from the General Obligation Bond Fund.

SECTION 12.4 New Project Reserves.

Where this Board has set aside a portion of the General Reserve for a new project or program approved by a supplemental appropriation, any funds not required for the approved supplemental appropriation shall be returned to the General Fund General Reserve by the Controller.

SECTION 12.5 Aid Payments.

Aid paid from funds herein provided and refunded during the fiscal year hereof shall be credited to, and made available in, the appropriation from which said aid was provided.

SECTION 12.6 Department of Public Health Transfer Payments, Indigent Health Revenues, and Realignment Funding to Offset for Low Income Health Programs.

To more accurately reflect the total net budget of the Department of Public Health, this ordinance shows net revenues received from certain State and Federal health programs. Funds necessary to participate in such programs that require transfer payments are hereby appropriated. The Controller is authorized to defer surplus transfer payments, indigent health revenues, and Realignment funding to offset future reductions or audit adjustments associated with funding allocations for health services for low income individuals.

SECTION 12.7 Municipal Transportation Agency.

Consistent with the provisions of Proposition E and Proposition A creating the Municipal Transportation Agency and including the Parking and Traffic function as a part of the Municipal Transportation Agency, the Controller is authorized to make such transfers and reclassification of accounts necessary to properly reflect the provision of central services to the Municipal Transportation Agency in the books and accounts of the City. No change can increase or decrease the overall level of the City's budget.

SECTION 12.8 Treasure Island Authority.

Should the Treasure Island property be conveyed and deed transferred from the Federal Government, the Controller is hereby authorized to make budgetary adjustments necessary to ensure that there is no General Fund impact from this conveyance, and that expenditures of special assessment revenues conform to governmental accounting standards and requirements of the special assessment as adopted by voters and approved by the Board of Supervisors.

SECTION 12.9 Hetch Hetchy Power Stabilization Fund.

Hetch Hetchy has entered into a long-term agreement to purchase a fixed amount of power. Any excess power from this contract will be sold back to the power market.

To limit Hetch Hetchy's risk from adverse market conditions in the future years of the contract, the Controller is authorized to establish a power stabilization account that reserves any excess revenues from power sales in the early years of the contract. These funds may be used to offset potential losses in the later years of the contract. The balance in this fund may be reviewed and adjusted annually.

The power purchase amount reflected in the Public Utility Commission's expenditure budget is the net amount of the cost of power purchased for Hetch Hetchy use. Power purchase appropriations may be increased by the Controller to reflect the pass through costs of power purchased for resale under long-term fixed contracts previously approved by the Board of Supervisors.

SECTION 12.10 Closure of Special Funds, Projects, and Accounts

In accordance with Administrative Code Section 10.100-1(d), if there has been no expenditure activity for the past two fiscal years, a special fund or project can be closed and repealed. The Controller is hereby authorized and directed to reconcile and balance funds, projects and accounts, and to close completed projects. The Controller is directed

to create a clearing account for the purpose of balancing surpluses and deficits in such funds, projects and accounts, and funding administrative costs incurred to perform such reconciliations.

This budget ordinance appropriates fund balance from active project closeouts in continuing funds in the General Fund and a number of special revenue and enterprise funds. The Controller is directed to deappropriate projects to realize the fund balance used as a source in the adopted budget.

SECTION 12.11 Charter-Mandated Baseline Appropriations.

The Controller is authorized to increase or reduce budgetary appropriations as required by the Charter for baseline allocations to align allocations to the amounts required by formula based on actual revenues received during the fiscal year. Departments must obtain Board of Supervisors' approval prior to any expenditure supported by increasing baseline allocations as required under the Charter and the Municipal Code.

SECTION 12.12 Parking Tax Allocation.

The Controller is authorized to increase or decrease final budgetary allocation of parking tax in-lieu transfers to reflect actual collections to the Municipal Transportation Agency. The Municipal Transportation Agency must obtain Board of Supervisors' approval prior to any expenditure supported by allocations that accrue to the Agency that are greater than those already appropriated in the Annual Appropriation Ordinance.

SECTION 12.13 Former Redevelopment Agency Funds.

Pursuant to Board of Supervisors Ordinance 215-12, the Successor Agency to the San Francisco Redevelopment Agency (also known as the Office of Community Investment and Infrastructure, or OCII) is a separate legal entity from the City and its budget is subject to separate approval by resolution of the Board of Supervisors. The Controller is authorized to transfer funds and appropriation authority between and within accounts related to former San Francisco Redevelopment Agency (SFRA) fund balances to serve the accounting requirements of the OCII, the Port, the Mayor's Office of Housing and the City Administrator's office and to comply with State requirements and applicable bond covenants.

The Purchaser is authorized to allow the OCII and departments to follow applicable contracting and purchasing procedures of the former SFRA and waive inconsistent provisions of the San Francisco Administrative Code when managing contracts and purchasing transactions related to programs formerly administered by the SFRA.

If during the course of the budget period, the OCII requests departments to provide additional services beyond budgeted amounts and the Controller determines that the Successor Agency has sufficient additional funds available to reimburse departments for such additional services, the departmental expenditure authority to provide such services is hereby appropriated.

When 100% of property tax increment revenues for a redevelopment project area are pledged based on an agreement that constitutes an enforceable obligation, the Controller

will increase or decrease appropriations to match actual revenues realized for the project area.

The Mayor's Office of Housing and Community Development is authorized to act as the fiscal agent for the Public Initiatives Development Corporation (PIDC) and receive and disburse PIDC funds as authorized by the PIDC bylaws and the PIDC Board of Directors.

SECTION 12.14 CleanPowerSF.

CleanPowerSF customer payments and all other associated revenues deposited in the CleanPowerSF special revenue fund are hereby appropriated in the amounts actually received by the City and County in each fiscal year. The Controller is authorized to disburse the revenues appropriated by this section as well as those appropriated yet unspent from prior fiscal years to pay power purchase obligations and other operating costs as provided in the program plans and annual budgets, as approved by the Board of Supervisors for the purposes authorized therein.

SECTION 12.15 Unclaimed Funds Escheatment Noticing & Accounting Procedures

Pursuant to Government Code Sections 50055 and 50057, the Board of Supervisors authorizes the Treasurer to transfer to the General Fund without publication of a notice in a newspaper the following amounts that remain unclaimed in the treasury of the City and County of San Francisco or in the official custody of an officer of the City and County of San Francisco for a period of at least one year: (1) any individual items of less than \$15; and (2) any individual items of \$5,000 or less if the depositor's name is unknown. The Treasurer shall notify the Controller of transfers performed using this authorization.

SECTION 14. Departments.

The term department as used in this ordinance shall mean department, bureau, office, utility, agency, board or commission, as the case may be. The term department head as used herein shall be the chief executive duly appointed and acting as provided in the Charter. When one or more departments are reorganized or consolidated, the former entities may be displayed as separate units, if, in the opinion of the Controller, this will facilitate accounting or reporting.

(a) The Public Utilities Commission shall be considered one entity for budget purposes and for disbursement of funds within each of the enterprises. The entity shall retain its enterprises, including Water, Hetch Hetchy, Wastewater, and the Public Utilities Commission, as separate utility fund enterprises under the jurisdiction of the Public Utilities Commission and with the authority provided by the Charter. This section shall not be construed as a merger or completion of the Hetch Hetchy Project, which shall not be deemed completed until a specific finding of completion has been made by the Public Utilities Commission. The consolidated agency will be recognized for purposes of determining employee seniority, position transfers, budgetary authority and transfers or reappropriation of funds.

(b) There shall be a General Services Agency, headed by the City Administrator, including the Department of Telecommunication and Information Services, and the

Department of Administrative Services. The City Administrator shall be considered one entity for budget purposes and for disbursement of funds.

(c) There shall be a Human Services Agency, which shall be considered one entity for budget purposes and for disbursement of funds. Within the Human Services Agency shall be two departments: (1) the Department of Human Services, under the Human Services Commission, and (2) the Department of Disability and Aging Services ("DAAS"), under the Disability and Aging Services Commission, includes Adult Protective Services, the Public Administrator/Public Guardian, the Mental Health Conservator, the Department of Disability and Aging Services, the County Veterans' Service Officer, and the In-Home Supportive Services Program. This budgetary structure does not affect the legal status or structure of the two departments. The Human Resources Director and the Controller are authorized to transfer employees, positions, and funding in order to effectuate the transfer of the program from one department to the other. The consolidated agency will be recognized for purposes of determining employee seniority, position transfers, budgetary authority and transfers or reappropriation of funds.

The departments within the Human Services Agency shall coordinate with each other and with the Disability and Aging Services Commission to improve delivery of services, increase administrative efficiencies and eliminate duplication of efforts. To this end, they may share staff and facilities. This coordination is not intended to diminish the authority of the Disability and Aging Services Commission over matters under the jurisdiction of the Commission.

The Director of the Aging and Adult Services Commission also may serve as the department head for DAAS, and/or as a deputy director for the Department of Human Services, but shall receive no additional compensation by virtue of an additional appointment. If an additional appointment is made, it shall not diminish the authority of the Aging and Adult Services Commission over matters under the jurisdiction of the Commission.

(d) The Local Agency Formation Commission (LAFCo) is a separate legal entity established under State law and is not a department or agency of the City. Because the City has a legal obligation to provide funds to LAFCo, this ordinance includes an appropriation for that purpose. Although LAFCo is not part of the Board of Supervisors or subject to the Board's oversight and direction, this ordinance includes appropriations to LAFCo in the Board of Supervisors budget for administrative reasons related to the format of this ordinance. Any transfers of funds to LAFCo from other appropriations in the budget are prohibited without approval by a subsequent ordinance. City staff, including but not limited to the Clerk of the Board of Supervisors, may perform work for LAFCo, under a memorandum of understanding between the City and LAFCo, subject to any required approvals.

SECTION 15. Travel Reimbursement and Cell Phone Stipends.

The Controller shall establish rules for the payment of all amounts payable for travel for officers and employees, and for the presentation of such vouchers as the Controller shall deem proper in connection with expenditures made pursuant to said Section. No

allowance shall be made for traveling expenses provided for in this ordinance unless funds have been appropriated or set aside for such expenses in accordance with the provisions of the Charter.

The Controller may advance the sums necessary for traveling expenses, but proper account and return must be made of said sums so advanced by the person receiving the same within ten days after said person returns to duty in the City and County of San Francisco, and failure on the part of the person involved to make such accounting shall be sufficient cause for the Controller to withhold from such persons pay check or checks in a sum equivalent to the amount to be accounted.

In consultation with the Human Resources Director, the Controller shall establish rules and parameters for the payment of monthly stipends to officers and employees who use their own cell phones to maintain continuous communication with their workplace, and who participate in a Citywide program that reduces costs of City-owned cell phones.

SECTION 16. Contributed Revenue Reserve and Audit and Adjustment Reserve.

The Controller is hereby authorized to establish a Contributed Revenue and Adjustment Reserve to accumulate receipts in excess of those estimated revenues or unexpended appropriations stated herein. Said reserve is established for the purpose of funding the budget of the subsequent year, and the receipts in this reserve are hereby appropriated for said purpose. The Controller is authorized to maintain an Audit and Adjustment Reserve to offset audit adjustments, and to balance expenditure accounts to conform to year-end balancing and year-end close requirements.

SECTION 17. Airport Service Payment.

The moneys received from the Airport's revenue fund as the Annual Service Payment provided in the Airline-Airport Lease and Use Agreement are in satisfaction of all obligations of the Airport Commission for indirect services provided by the City and County of San Francisco to the Commission and San Francisco International Airport and constitute the total transfer to the City's General Fund.

The Controller is hereby authorized and directed to transfer to the City's General Fund from the Airport revenue fund with the approval of the Airport Commission funds that constitute the annual service payment provided in the Airline - Airport Lease and Use Agreement in addition to the amount stated in the Annual Appropriation Ordinance.

On the last business day of the fiscal year, unless otherwise directed by the Airport Commission, the Controller is hereby authorized and directed to transfer all moneys remaining in the Airport's Contingency Account to the Airport's Revenue Fund. The Controller is further authorized and directed to return such amounts as were transferred from the Contingency Account, back to the Contingency Account from the Revenue Fund Unappropriated Surplus on the first business day of the succeeding fiscal year, unless otherwise directed by the Airport Commission.

SECTION 18. Pooled Cash, Investments.

The Treasurer and Controller are hereby authorized to transfer available fund balances within pooled cash accounts to meet the cash management of the City, provided that special and non-subsidized enterprise funds shall be credited interest earnings on any funds temporarily borrowed therefrom at the rate of interest earned on the City Pooled Cash Fund. No such cash transfers shall be allowed where the investment of said funds in investments such as the pooled funds of the City and County is restricted by law.

SECTION 19. Matching Funds for Federal or State Programs.

Funds contributed to meet operating deficits and/or to provide matching funds for federal or State aid (e.g. Medicaid under SB 855 or similar legislation for Zuckerberg San Francisco General Hospital) are specifically deemed to be made exclusively from local property and business tax sources.

SECTION 20. Advance Funding of Bond Projects – City Departments.

Whenever the City and County has authorized appropriations for the advance funding of projects which may at a future time be funded from the proceeds of general obligation, revenue, or lease revenue bond issues or other legal obligations of the City and County, the Controller shall recover from bond proceeds or other available sources, when they become available, the amount of any interest earnings foregone by the General Fund as a result of such cash advance to disbursements made pursuant to said appropriations. The Controller shall use the monthly rate of return earned by the Treasurer on City Pooled Cash Fund during the period or periods covered by the advance as the basis for computing the amount of interest foregone which is to be credited to the General Fund.

SECTION 21. Advance Funding of Projects – Transportation Authority.

Whenever the San Francisco County Transportation Authority requests advance funding of the costs of administration or the costs of projects specified in the City and County of San Francisco Transportation Expenditure Plan which will be funded from proceeds of the transactions and use tax as set forth in Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco, the Controller is hereby authorized to make such advance. The Controller shall recover from the proceeds of the transactions and use tax when they become available, the amount of the advance and any interest earnings foregone by the City and County General Fund as a result of such cash advance funding. The Controller shall use the monthly rate of return earned by the Treasurer on General City Pooled Cash funds during the period or periods covered by the advance as the basis for computing the amount of interest foregone which is to be credited to the General Fund.

SECTION 22. Controller to Make Adjustments, Correct Clerical Errors.

The Controller is hereby authorized and directed to adjust interdepartmental appropriations, make transfers to correct objects of expenditures classifications and to correct clerical or computational errors as may be ascertained by the Controller to exist in this ordinance. The Controller shall file with the Clerk of the Board a list of such adjustments, transfers and corrections made pursuant to this Section.

The Controller is hereby authorized to make the necessary transfers to correct objects of expenditure classifications, and corrections in classifications made necessary by changes in the proposed method of expenditure.

SECTION 22.1 Controller to Implement New Financial and Interfacing Subsystems.

In order to further the implementation and adoption of the Financial and Procurement System's modules, the Controller shall have the authority to reclassify departments' appropriations to conform to the accounting and project costing structures established in the new system, as well as reclassify contract authority utilized (expended) balances and unutilized (available) balances to reflect actual spending.

SECTION 23. Transfer of State Revenues.

The Controller is authorized to transfer revenues among City departments to comply with provisions in the State budget.

SECTION 24. Use of Permit Revenues from the Department of Building Inspection.

Permit revenue funds from the Department of Building Inspection that are transferred to other departments as shown in this budget shall be used only to fund the planning, regulatory, enforcement and building design activities that have a demonstrated nexus with the projects that produce the fee revenues.

SECTION 25. Board of Supervisors Official Advertising Charges.

The Board of Supervisors is authorized to collect funds from enterprise departments to place official advertising. The funds collected are automatically appropriated in the budget of the Board of Supervisors as they are received.

SECTION 26. Work Order Appropriations.

The Board of Supervisors directs the Controller to establish work orders pursuant to Board-approved appropriations, including positions needed to perform work order services, and corresponding recoveries for services that are fully cost covered, including but not limited to services provided by one City department to another City department, as well as services provided by City departments to external agencies, including but not limited to the Office of Community Investment and Infrastructure, the Treasure Island Development Authority, the School District, and the Community College. Revenues for services from external agencies shall be appropriated by the Controller in accordance with the terms and conditions established to perform the service.

SECTION 26.1 Property Tax System

In order to minimize new appropriations to the property tax system replacement project, the Controller is authorized and directed to apply operational savings from the offices of the Tax Collector, Assessor, and Controller to the project. No later than June 1, 2018 the Controller shall report to the Budget and Legislative Analyst's Office and Budget and Finance Committee on the specific amount of operational savings, including details on the source of such savings, in the budgets of Tax Collector, Assessor, and Controller that are re-allocated to the Property Tax System Replacement Project

SECTION 27. Revenue Reserves and Deferrals.

The Controller is authorized to establish fee reserve allocations for a given program to the extent that the cost of service exceeds the revenue received in a given fiscal year, including establishment of deferred revenue or reserve accounts. In order to maintain balance between budgeted revenues and expenditures, revenues realized in the fiscal year preceding the year in which they are appropriated shall be considered reserved for the purposes for which they are appropriated.

SECTION 28. Close-Out of Reserved Appropriations.

On an annual basis, the Controller shall report the status of all reserves, their remaining balances, and departments' explanations of why funding has not been requested for release. Continuation of reserves will be subject to consideration and action by the Budget and Finance Committee or Budget and Appropriations Committee. The Controller shall close out reserved appropriations that are no longer required by the department for the purposes for which they were appropriated.

SECTION 28.1. Reserves Placed on Expenditures by Controller.

Consistent with Charter Section 3.105(d), the Controller is authorized to reserve expenditures in the City's budget equal to uncertain revenues, as deemed appropriate by the Controller. The Controller is authorized to remove, transfer, and update reserves to expenditures in the budget as revenue estimates are updated and received in order to maintain City operations.

SECTION 29. Appropriation Control of Capital Improvement Projects and Equipment.

Unless otherwise exempted in another section of the Administrative Code or Annual Appropriation Ordinance, and in accordance with Administrative Code Section 3.18, departments may transfer funds from one Board-approved capital project to another Board-approved capital project. The Controller shall approve transfers only if they do not materially change the size or scope of the original project. Annually, the Controller shall report to the Board of Supervisors on transfers of funds that exceed 10% of the original appropriation to which the transfer is made.

The Controller is authorized to approve substitutions within equipment items purchased to equip capital facilities providing that the total cost is within the Board-approved capital project appropriation.

The Controller is authorized to transfer approved appropriations between departments to correctly account for capitalization of fixed assets.

The Controller is authorized to shift sources among cash and COP-funded capital projects across General Fund departments to ensure the most efficient and cost-effective administration of COP funds, provided there is no net increase or decrease in project budgets.

SECTION 30. Business Improvement Districts.

Proceeds from all special assessments levied on real property included in the property-based business improvement districts in the City and County of San Francisco are hereby

appropriated in the respective amounts actually received by the City and County in such fiscal year for each such district.

The Controller is authorized to disburse the assessment revenues appropriated by this section to the respective Owners' Associations (as defined in Section 36614.5 of the Streets and Highways Code) for such districts as provided in the management district plans, resolutions establishing the districts, annual budgets and management agreements, as approved by the Board of Supervisors for each such district, for the purposes authorized therein. The Tourism Improvement District and Moscone Expansion Business Improvement District assessments are levied on gross hotel room revenue and are collected and distributed by the Tax Collector's Office.

SECTION 31. Infrastructure Financing and Infrastructure Revitalization Financing Districts.

Pursuant to California Government Code Section 53395 et seq. (IFD Law), the Board of Supervisors has formed Infrastructure Financing (IFD) and Infrastructure Revitalization Financing (IRFD) Districts within the City and County of San Francisco. The Board of Supervisors hereby authorizes the Controller to transfer funds and appropriation authority between and within accounts related to City and County of San Francisco IFDs and IRFDs to serve accounting and State requirements, the latest approved Infrastructure Financing Plan for a District, and applicable bond covenants.

When 100% of the portion of property tax increment normally appropriated to the City and County of San Francisco's General Fund or Special Revenue Fund or to the County's Educational Revenue Augmentation Fund (ERAF) is instead pledged, based on Board of Supervisors Ordinance, the Controller may increase or decrease appropriations to match actual revenues realized for the IFD or IRFD. Any increases to appropriations would be consistent with the Financing Plan previously approved by the Board of Supervisors.

IFD/IRFD No / Title	Ordinance	Estimated Tax Increment *	
		FY 2023-24	FY 2024-25
IFD 2 Port Infrastructure Financing District Subproject Area Pier 70 G-1 Historic Core	27-16	\$ 779,000	\$ 794,000
IFD 2 Port Infrastructure Financing District Subproject Areas Pier 70 G-2, G-3, and G-4	220-18	\$ 2,283,000	\$ 4,323,000
IFD 2 Port Infrastructure Financing District Subproject Area I (Mission Rock)	34-18	\$ 5,103,000	\$ 5,305,000
IRFD 1 Treasure Island Infrastructure and Revitalization Financing District	21-17	\$ 8,897,000	\$ 11,612,000
IRFD 2 Hoedown Yard Infrastructure and Revitalization Financing District	348-18	\$ -	\$ 1,830,000

*Estimated tax increment per approved Infrastructure Financing Plans.

SECTION 32. Community Facilities and Special Tax Districts.

Pursuant to California Government Code 53311 et seq. (the Mello-Roos Community Facilities Act of 1982) and Chapter 43, Article X of the San Francisco Administrative Code, which incorporates the Mello-Roos Community Facilities Act of 1982, the Board of

Supervisors has formed Community Facilities Districts (CFDs) and Special Tax Districts (STDs) within the City. Proceeds from special taxes levied on property in the CFDs/STDs are hereby appropriated in the respective amounts actually received by the City in such fiscal year for each such district.

The Controller is authorized to disburse the special tax revenues appropriated by this section as provided in the Joint Community Facilities Agreements, Development Agreements, Disposition and Development Agreements, and Ordinances levying special taxes, as approved by the Board of Supervisors for each such district for the purposes authorized therein.

The Controller may transfer funds and appropriation authority between and within accounts related to CFDs and STDs to serve accounting requirements, the Board of Supervisors approved CFD/STD Report for each district (as approved in the referenced Ordinances), and applicable bond covenants.

The table below provides estimated special tax revenues for informational purposes; only amounts actually received by the City and County of San Francisco for each district in any given fiscal year are authorized to be expended.

CFD/STD No / Title	Ordinance	Estimated Special Tax Revenues	
		(FY 2023-24)	(FY 2024-25)
CFD No. 2014-1 (Transbay) (1)	001-15	\$ 32,711,674	\$ 33,365,908
CFD No. 2016-1 (T.I.) - IA No. 1 (2)(3)	022-17	\$ 2,890,444	\$ 2,948,253
CFD No. 2016-1 (T.I.) - IA No. 2 (2)(3)	022-17	\$ 2,330,136	\$ 2,376,739
CFD No. 2016-1 (T.I.) - IA No. 3 (4)	022-17	\$ -	\$ 1,293,535
STD No. 2018-1 (Central SoMa)	021-19	\$ -	\$ -
STD No. 2019-1 (P70 Condos) (5)	027-20	\$ 1,180,912	\$ 1,204,530
STD No. 2019-2 (P70 Leased) (6)	028-20	\$ 562,094	\$ 573,336
STD No. 2020-1 (Mission Rock) (7)	079-20	\$ 8,843,065	\$ 9,019,927
STD No. 2022-1 (Power Station)	061-22	\$ -	\$ -

*Preliminary, subject to change

Notes:

- (1) Special tax projection are subject to change if additional properties issue a COO as of the fiscal year cut-off date.
- (2) Based on building permits issued as of April 10, 2023.
- (3) Special tax projections are subject to change if additional parcels issue building permits prior to the June 30th cut-off date.
- (4) Assumes the building permit for Sub-Block C3.5 is issued by September 2023. Special tax estimates based on Attachment 3 of the RMA.
- (5) "Based on VDDA Execution Dates and COOs as of "8/1/23". PKN is the only property that has had a VDDA Execution Date, no property has issued a COO. Special tax estimates based on Attachment 3 of the RMA.
- (6) "Based on VDDA Execution Dates and COOs as of "8/1/23". Building 12 is the only property that has had a VDDA Execution Date and issued a COO.
- (7) "Based on Parcel Lease Execution Dates as of "8/1/23". Parcel G was Developed as of FY 2022-23 and the remaining T. Zone 1 parcels are Developed as of FY 2023-24.

SECTION 32.1. Exclusion of Projected Unassigned Fund Balance from Budget Stabilization Reserve.

Eighty-one million, one hundred and ninety thousand dollars (\$81,190,000) of projected but unbudgeted, unassigned fund balance from fiscal year 2022-23 is designated for balancing future budget shortfalls in FY 2024-25 and after. This amount shall not be included in the calculations of deposits to the Budget Stabilization Reserve described in Administrative Code Section 10.60 (c).

SECTION 32.2. Federal and State Emergency Revenue Revisions.

The Controller is authorized to revise approved revenue budgets for federal and state emergency-related revenues to manage timing differences and cash flow needs driven by changing granting agencies' guidance and approvals, provided that such adjustments shall not change cumulative total revenue budgets in a given fund for the period from fiscal years 2020-21 through 2024-25. Such revisions shall not change approved expenditure authority. The Controller shall report any such revisions to the Mayor and Board within 30 days of their enactment.

SECTION 33. Federal, State and Local Match Sources & Uses Accounting for COVID-19 Emergency.

The Controller is authorized to adjust federal and state sources appropriations to reflect eligible costs by authorized spending category, to ensure cost reimbursement recovery revenues are maximized, and to align eligible costs to the appropriate federal or state fund, provided there is no net increase or decrease to COVID-19 emergency response revenues or expenditures. Adjustments may be made across fiscal years.

SECTION 34. Transbay Joint Powers Authority Financing.

Sources received for purposes of payment of debt service for the approved and issued Transbay Community Facilities District special tax bonds and the approved and drawn City bridge loan to the Transbay Joint Powers Authority are hereby appropriated.

SECTION 35. Police Department Overtime Reporting.

The Police Department shall provide a quarterly report of overtime spending to the Board of Supervisors, including the types of activities performed on overtime.

**STATEMENT OF BOND REDEMPTION
AND INTEREST**

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
Fiscal Years 2023-2024 and 2024-2025

Summary

	FY 2023-2024				FY 2024-2025			
	Principal	Interest	Adm Expense	Total	Principal	Interest	Adm Expense	Total
GENERAL OBLIGATION BONDS								
CITY AND COUNTY OF SAN FRANCISCO	\$ 310,776,206	\$ 107,834,186	\$ 500	\$ 418,610,892	\$ 185,916,476	\$ 106,152,522	\$ 500	\$ 292,069,498
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT	24,880,000	14,232,727	-	39,112,727	19,430,000	13,145,418	-	32,575,418
SAN FRANCISCO UNIFIED SCHOOL DISTRICT	95,715,000	45,472,178	-	141,187,178	77,190,000	40,909,772	-	118,099,772
BAY AREA RAPID TRANSIT DISTRICT	13,296,086	34,262,005	-	47,558,091	18,656,083	33,528,393	-	52,184,476
SUB-TOTAL GENERAL OBLIGATIONS - FROM AD VALOREM PROPERTY TAXES	\$ 444,667,292	\$ 201,801,096	\$ 500	\$ 646,468,888	\$ 301,192,559	\$ 193,736,105	\$ 500	\$ 494,929,164
OTHER DEBTS - GOVERNMENTAL ACTIVITIES	\$ 55,806,464	\$ 45,145,397	\$ -	\$ 100,951,861	\$ 61,964,136	\$ 70,371,984	\$ -	\$ 132,336,120
ADD FISCAL CHARGES	-	6,110,203	-	6,110,203	-	7,886,149	-	7,886,149
SUB-TOTAL OTHER DEBTS - GOVERNMENTAL ACTIVITIES	\$ 55,806,464	\$ 51,255,600	\$ -	\$ 107,062,064	\$ 61,964,136	\$ 78,258,133	\$ -	\$ 140,222,269
PUBLIC SERVICE ENTERPRISE - REV BONDS, CERTICATES OF PARTICIPATION AND LOANS	\$ 375,506,822	\$ 739,076,439	\$ -	\$ 1,114,583,261	\$ 395,648,861	\$ 708,253,081	\$ -	\$ 1,103,901,942
TOTAL DEBT PAYMENTS	\$ 875,980,578	\$ 992,133,135	\$ 500	\$ 1,868,114,213	\$ 758,805,556	\$ 980,247,319	\$ 500	\$ 1,739,053,375

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
General Obligation
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024				FY 2024-2025			
	Principal	Interest	Adm Expense	Total	Principal	Interest	Adm Expense	Total
GENERAL CITY								
1992 UMB Program - Seismic Safety, Series 2007A - Drawdown 1-7	\$ 1,826,206	\$ 584,548	\$ -	\$ 2,410,754	\$ 1,916,476	\$ 494,278	\$ -	\$ 2,410,754
2016 Preservation and Seismic Safety, Series 2019A	990,000	2,757,171	-	3,747,171	1,020,000	2,729,243	-	3,749,243
2016 Preservation and Seismic Safety, Series 2020C	1,665,000	2,469,558	-	4,134,558	1,675,000	2,459,302	-	4,134,302
2008 Clean and Safe Neighborhood Parks, BAB Series 2010D ⁽¹⁾	3,100,000	1,398,815	-	4,498,815	3,205,000	1,234,515	-	4,439,515
2008 Clean and Safe Neighborhood Parks, Series 2016A	410,000	163,750	-	573,750	420,000	155,550	-	575,550
2012 Clean and Safe Neighborhood Parks, Series 2016B	1,335,000	531,650	-	1,866,650	1,360,000	504,950	-	1,864,950
2012 Clean and Safe Neighborhood Parks, Series 2018A	2,080,000	1,293,963	-	3,373,963	2,185,000	1,189,963	-	3,374,963
2008 San Francisco General Hospital Improvement, BAB Series 2010C ⁽¹⁾	15,110,000	6,820,657	-	21,930,657	15,630,000	6,019,827	-	21,649,827
2010 Earthquake Safety & Emergency Response Series 2016C	1,195,000	529,325	-	1,724,325	1,255,000	469,575	-	1,724,575
2014 Earthquake Safety & Emergency Response Series 2016D	4,035,000	1,786,013	-	5,821,013	4,235,000	1,584,263	-	5,819,263
2014 Earthquake Safety & Emergency Response Series 2018C	5,905,000	4,248,150	-	10,153,150	6,200,000	3,952,900	-	10,152,900
2020 Earthquake Safety & Emergency Response Series 2021-B1	1,670,000	2,686,900	-	4,356,900	1,750,000	2,603,400	-	4,353,400
2020 Earthquake Safety & Emergency Response, Series 2021E-1	1,545,000	2,485,750	-	4,030,750	1,620,000	2,408,500	-	4,028,500
2011 Road Repaving and Street Safety, Series 2016E	2,090,000	926,650	-	3,016,650	2,195,000	822,150	-	3,017,150
2014 Transportation & Road Improvements Series 2015B	2,295,000	1,158,881	-	3,453,881	2,410,000	1,044,131	-	3,454,131
2014 Transportation & Road Improvements Series 2018B	4,730,000	2,942,588	-	7,672,588	4,970,000	2,706,088	-	7,676,088
2014 Transportation & Road Improvements Series 2020B	5,020,000	2,009,000	-	7,029,000	5,120,000	1,908,600	-	7,028,600
2014 Transportation & Road Improvements Series 2021C-1	2,160,000	3,476,050	-	5,636,050	2,265,000	3,368,050	-	5,633,050
2015 Affordable Housing Series 2016F	2,550,000	1,087,180	-	3,637,180	2,605,000	1,031,335	-	3,636,335
2015 Affordable Housing Series 2018D	4,370,000	3,275,393	-	7,645,393	4,520,000	3,122,443	-	7,642,443
2015 Affordable Housing, Series 2019C	1,165,000	499,720	-	1,664,720	1,185,000	479,915	-	1,664,915
2019 Affordable Housing, Series 2021A	6,000,000	3,764,313	-	9,764,313	6,020,000	3,740,553	-	9,760,553
2016 Public Health and Safety, Series 2017A	5,775,000	3,746,050	-	9,521,050	6,065,000	3,457,300	-	9,522,300
2016 Public Health and Safety, Series 2018E	1,555,000	1,095,188	-	2,650,188	1,635,000	1,017,438	-	2,652,438
2016 Public Health and Safety, Series 2020D-1	2,265,000	3,285,100	-	5,550,100	2,360,000	3,171,850	-	5,531,850
2020 Health and Recovery, Series 2021D-1	4,265,000	6,865,800	-	11,130,800	4,475,000	6,652,550	-	11,127,550
2020 Health and Recovery, Series 2023A	1,760,000	1,320,750	-	3,080,750	1,760,000	1,232,750	-	2,992,750
2019 Affordable Housing, Series 2023C	2,865,000	5,492,878	-	8,357,878	2,215,000	5,320,978	-	7,535,978
General Obligation Bond Refunding, Series 2015 R1 ⁽²⁾	23,985,000	7,569,250	-	31,554,250	21,955,000	6,370,000	-	28,325,000
General Obligation Bond Refunding, Series 2020 R1	14,525,000	7,487,200	500	22,012,700	18,570,000	6,760,950	500	25,331,450
General Obligation Bond Refunding, Series 2021 R1	8,445,000	3,717,300	-	12,162,300	8,870,000	3,295,050	-	12,165,050
General Obligation Bond Refunding, Series 2021 R2 ⁽²⁾	18,380,000	2,179,250	-	20,559,250	13,955,000	1,260,250	-	15,215,250
General Obligation Bond Refunding, Series 2022-R1	24,615,000	15,103,000	-	39,718,000	25,835,000	13,872,250	-	39,707,250
2016 Preservation and Seismic Safety, Series 2024A (estimated)	415,000	974,610	-	1,389,610	2,400,000	5,542,225	-	7,942,225
2020 Health and Recovery, Series 2024B (estimated)	130,680,000	2,101,785	-	132,781,785	2,060,000	4,169,400	-	6,229,400
TOTAL BEFORE OFFSET FOR FEDERAL SUBSIDY, NET BID PREMIUM & TOBACCO SETTLEMENT REVENUE								
	\$ 310,776,206	\$ 107,834,186	\$ 500	\$ 418,610,892	\$ 185,916,476	\$ 106,152,522	\$ 500	\$ 292,069,498
NET BID PREMIUM, FEDERAL SUBSIDY & TSR								
2020 Health and Recovery, Series 2023A	-	(1,320,750)	-	(1,320,750)	-	(1,232,750)	-	(1,232,750)
2019 Affordable Housing, Series 2023C	-	(814,243)	-	(814,243)	-	-	-	-
2008 San Francisco General Hospital Improvement, BAB Series 2010C ⁽¹⁾	-	(2,251,158)	-	(2,251,158)	-	(1,986,844)	-	(1,986,844)
2008 Clean and Safe Neighborhood Parks, BAB Series 2010D ⁽¹⁾	-	(461,679)	-	(461,679)	-	(407,452)	-	(407,452)
Tobacco Settlement Revenue Reimbursement ⁽²⁾	(13,755,236)	(4,648,326)	-	(18,403,562)	(14,436,265)	(3,960,563)	-	(18,396,828)
PASS Loan Repayments	-	(3,098,070)	-	(3,098,070)	(2,192,394)	(5,188,545)	-	(7,380,939)
GENERAL CITY, NET OF FEDERAL SUBSIDY, BID PREMIUM & TSR								
	\$ 297,020,970	\$ 95,239,960	\$ 500	\$ 392,261,430	\$ 169,287,817	\$ 93,376,368	\$ 500	\$ 262,664,685

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
General Obligation
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024				FY 2024-2025			
	Principal	Interest	Adm Expense	Total	Principal	Interest	Adm Expense	Total
OUTSIDE CITY BUDGET								
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT (SFCCD), PROP 39								
2015 Community College District Refunding Bonds	\$ 19,775,000	\$ 5,697,750	\$ -	\$ 25,472,750	\$ 13,790,000	\$ 4,709,000	\$ -	\$ 18,499,000
2020 Community College District Refunding Bonds	1,360,000	922,450	-	2,282,450	1,430,000	854,450	-	2,284,450
2020 Community College District, 2020 Series A	-	2,979,450	-	2,979,450	-	2,979,450	-	2,979,450
2020 Community College District, 2020 Series A-1	3,745,000	4,633,077	-	8,378,077	4,210,000	4,602,518	-	8,812,518
SF COMMUNITY COLLEGE DISTRICT TOTAL	\$ 24,880,000	\$ 14,232,727	\$ -	\$ 39,112,727	\$ 19,430,000	\$ 13,145,418	\$ -	\$ 32,575,418
SAN FRANCISCO UNIFIED SCHOOL DISTRICT (SFUSD) PROP 39								
2006 Unified School District, 2010 Series C (QSCBs) ⁽¹⁾	\$ -	\$ 742,969	\$ -	\$ 742,969	\$ -	\$ 742,969	\$ -	\$ 742,969
2006 Unified School District, 2010 Series D (BABs) ⁽¹⁾	10,715,000	4,150,420	-	14,865,420	11,325,000	3,535,914	-	14,860,914
2006 Unified School District, 2015 Series F	685,000	430,713	-	1,115,713	720,000	396,463	-	1,116,463
2011 Unified School District, 2015 Series C	9,650,000	6,055,363	-	15,705,363	10,130,000	5,572,863	-	15,702,863
2015 Unified School District Refunding Bonds	3,110,000	320,550	-	3,430,550	3,265,000	165,050	-	3,430,050
2016 Unified School District, Series A	6,290,000	4,826,363	-	11,116,363	6,605,000	4,511,863	-	11,116,863
2017 Unified School District Refunding Bonds	11,710,000	585,500	-	12,295,500	-	-	-	-
2016 Unified School District, Series B	8,595,000	7,396,950	-	15,991,950	8,940,000	7,053,150	-	15,993,150
2020 General Obligation Refunding Bonds	21,615,000	3,645,600	-	25,260,600	18,945,000	2,781,000	-	21,726,000
2016 Unified School District, Series C	14,300,000	11,630,500	-	25,930,500	7,760,000	10,915,500	-	18,675,500
2022 General Obligation Refunding Bonds	9,045,000	5,687,250	-	14,732,250	9,500,000	5,235,000	-	14,735,000
TOTAL BEFORE OFFSET FOR FEDERAL SUBSIDY	\$ 95,715,000	\$ 45,472,178	\$ -	\$ 141,187,178	\$ 77,190,000	\$ 40,909,772	\$ -	\$ 118,099,772
FEDERAL SUBSIDY								
2006 Unified School District, 2010 Series C (QSCBs) ⁽¹⁾	-	(662,138)	-	(662,138)	-	(662,138)	-	(662,138)
2006 Unified School District, 2010 Series D (BABs) ⁽¹⁾	-	(1,369,846)	-	(1,369,846)	-	(1,369,846)	-	(1,369,846)
SF UNIFIED SCHOOL DISTRICT, NET OF FEDERAL SUBSIDY	\$ 95,715,000	\$ 43,440,194	\$ -	\$ 139,155,194	\$ 77,190,000	\$ 38,877,788	\$ -	\$ 116,067,788
BAY AREA RAPID TRANSIT DISTRICT (BART)								
2004 BART Earthquake Safety Bonds 2013 Series C	\$ 3,718,164	\$ 951,713	\$ -	\$ 4,669,877	\$ 3,654,621	\$ 772,940	\$ -	\$ 4,427,561
2004 BART Gen Obligation Bonds Refunding 2015 Series D	3,500,055	3,951,215	-	7,451,270	3,917,382	3,785,366	-	7,702,748
2004 BART Gen Obligation Bonds Refunding 2017 Series E	-	1,060,853	-	1,060,853	-	1,060,853	-	1,060,853
2004 BART Gen Obligation Bonds 2019 Series F-1	2,177,659	2,759,805	-	4,937,464	2,287,573	2,659,612	-	4,947,185
2004 BART Gen Obligation Bonds Refunding 2019 Series G	-	421,928	-	421,928	-	421,928	-	421,928
2016 BART General Obligation Bonds 2017 Series A	1,908,028	3,833,590	-	5,741,618	1,945,811	3,765,865	-	5,711,676
2016 BART General Obligation Bonds 2019 Series B-1	1,992,180	3,953,946	-	5,946,126	2,091,789	3,851,846	-	5,943,635
2016 BART General Obligation Bonds 2020 Series C	-	7,006,395	-	7,006,395	3,283,663	6,924,304	-	10,207,967
2016 BART General Obligation Bonds 2022 Series D	-	10,322,560	-	10,322,560	1,475,244	10,285,679	-	11,760,923
TOTAL BART	\$ 13,296,086	\$ 34,262,005	\$ -	\$ 47,558,091	\$ 18,656,083	\$ 33,528,393	\$ -	\$ 52,184,476
SUB-TOTAL SFCCD, SFUSD AND BART	\$ 133,891,086	\$ 93,966,910	\$ -	\$ 227,857,996	\$ 115,276,083	\$ 87,583,583	\$ -	\$ 202,859,666
TOTAL GEN OBLIGATION - GENERAL CITY, SFCCD, SFUSD AND BART ⁽³⁾	\$ 444,667,292	\$ 201,801,096	\$ 500	\$ 646,468,888	\$ 301,192,559	\$ 193,736,105	\$ 500	\$ 494,929,164

(1) Interest payment will be offset in part by available federal subsidies of interest.

(2) Debt service will be offset by available tobacco settlement revenues (TSR). The offset assumes that TSR will be available to cover GOBs debt service with respect to Laguna Honda Hospital Series 2008-R3 and Laguna Honda Hospital Series 2005A & 2005I. Series 2005A & 2005I were refunded by GOB Refunding Series 2011-R1 and Series 2008-R3 by GOB Refunding Series 2015-R1. GOB Refunding Series 2011-R1 was subsequently refunded by GOB Series 2021-R2.

(3) For AAO purpose, the totals in the summary are gross of net bid premium, federal subsidies and tobacco settlement revenue.

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
Other Debt Service
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024					FY 2024-2025				
	Principal	Interest	Total Debt Service	Other Fiscal Charges	Total ⁽⁴⁾	Principal	Interest	Total Debt Service	Other Fiscal Charges	Total ⁽⁴⁾
CERTIFICATES OF PARTICIPATION ⁽⁵⁾										
Moscone Center South Refunding Project, Series 2011A	\$ 2,200,000	\$ 143,066	\$ 2,343,066	\$ 666,270	\$ 3,009,336	\$ 2,340,000	\$ 58,500	\$ 2,398,500	\$ 787,680	\$ 3,186,180
Multiple Capital Improvement Projects, Series 2012A	1,720,000	1,127,125	2,847,125	262,411	3,109,536	1,770,000	1,058,325	2,828,325	309,107	3,137,432
Refunding Certificate of Participation Series 2014-R2 (Juvenile Hall Proj)	1,665,000	732,163	2,397,163	97,250	2,494,413	1,705,000	690,538	2,395,538	113,373	2,508,911
War Memorial Veterans Building Improvement Series 2015A, B	3,080,000	4,697,819	7,777,819	492,625	8,270,444	3,225,000	4,556,300	7,781,300	581,726	8,363,026
Refunding Certificate of Participation Series 2015-R1 (City office Bldgs.)	3,785,000	4,231,875	8,016,875	229,595	8,246,470	3,970,000	4,038,000	8,008,000	270,128	8,278,128
War Memorial Veterans Building Improvement Series 2016A	975,000	305,425	1,280,425	14,793	1,295,218	1,000,000	295,335	1,295,335	15,587	1,310,922
Hope SF Series 2017A	660,000	891,321	1,551,321	68,431	1,619,752	685,000	908,143	1,593,143	79,149	1,672,292
Moscone Expansion Project Series 2017B ⁽⁶⁾	12,515,000	14,679,713	27,194,713	805,973	28,000,686	13,140,000	14,053,963	27,193,963	953,042	28,147,005
Less: MED Assessments	(12,515,000)	(5,979,638)	(18,494,638)	-	(18,494,638)	(13,140,000)	(5,215,776)	(18,355,776)	-	(18,355,776)
Net City Contribution:	-	8,700,075	8,700,075	805,973	9,506,048	-	8,838,187	8,838,187	953,042	9,791,229
Refunding Certificate of Participation Series 2019-R1	1,435,000	735,163	2,170,163	260,661	2,430,824	1,510,000	663,413	2,173,413	307,357	2,480,770
Refunding Certificate of Participation Series 2020-R1 (Multipl Capital Impr.)	4,850,000	2,366,450	7,216,450	419,093	7,635,543	4,680,000	2,128,200	6,808,200	494,307	7,302,507
49 South Van Ness Project, Series 2019A	3,730,000	9,761,950	13,491,950	232,200	13,724,150	4,590,000	9,575,450	14,165,450	273,261	14,438,711
Animal Care and Control, Series 2020	1,660,000	1,831,100	3,491,100	89,354	3,580,454	1,740,000	1,748,100	3,488,100	103,988	3,592,088
Multiple Capital Improvement Projects, Series 2021A	2,710,000	3,056,800	5,766,800	11,000	5,777,800	2,850,000	3,022,650	5,872,650	11,000	5,883,650
Approved Department of Public Health Facilities	3,855,000	2,025,495	5,880,495	200,000	6,080,495	4,105,000	9,471,800	13,576,800	200,000	13,776,800
Proposed Affordable Housing/Community Development	2,345,000	464,654	2,809,654	200,000	3,009,654	3,375,000	6,769,204	10,144,204	400,000	10,544,204
Approved Critical Repairs	1,425,000	245,700	1,670,700	200,000	1,870,700	3,030,000	5,406,213	8,436,213	400,000	8,836,213
Approved Economic Recovery Stimulus	305,000	52,731	357,731	200,000	557,731	1,215,000	1,874,600	3,089,600	400,000	3,489,600
Approved Street Repaving Program	-	-	-	-	-	915,000	1,153,263	2,068,263	200,000	2,268,263
Proposed 170 Otis Exit Project	-	-	-	-	-	1,060,000	1,340,463	2,400,463	200,000	2,600,463
Approved HOPE SF COPs	715,000	342,067	1,057,067	200,000	1,257,067	770,000	2,202,550	2,972,550	200,000	3,172,550
TOTAL CERTIFICATES OF PARTICIPATION	\$ 37,115,000	\$ 41,710,979	\$ 78,825,979	\$ 4,649,656	\$ 83,475,635	\$ 44,535,000	\$ 65,799,234	\$ 110,334,234	\$ 6,299,705	\$ 116,633,939
LOANS AND LEASES										
San Francisco Marina-West Harbor Loan	\$ 542,055	\$ 915,965	\$ 1,458,020	\$ -	\$ 1,458,020	\$ 564,508	\$ 893,512	\$ 1,458,020	\$ -	\$ 1,458,020
Citywide Emergency Radio Replacement Project	3,529,409	199,463	3,728,872	161,790	3,890,662	3,589,628	139,244	3,728,872	189,686	3,918,558
TOTAL LOANS AND LEASES	\$ 4,071,464	\$ 1,115,428	\$ 5,186,892	\$ 161,790	\$ 5,348,682	\$ 4,154,136	\$ 1,032,756	\$ 5,186,892	\$ 189,686	\$ 5,376,578
SAN FRANCISCO FINANCE CORP LEASE REVENUE BONDS										
EMERGENCY COMMUNICATION SYSTEM										
LRB Refinancing Series 2010-R1	\$ 1,985,000	\$ (1,945,300)	\$ 39,700	\$ 64,635	\$ 104,335	\$ -	\$ -	\$ -	\$ -	\$ -
OPEN SPACE FUND (VARIOUS PARK PROJECTS)										
LRB Refunding Open Space Fund Series 2018A	\$ 3,485,000	\$ 980,000	\$ 4,465,000	\$ 281,306	\$ 4,746,306	\$ 3,655,000	\$ 805,750	\$ 4,460,750	\$ 330,222	\$ 4,790,972
MOSCONE CENTER EXPANSION PROJECT										
LR Refunding Bonds Series 2008 -1, 2	\$ 7,800,000	\$ 2,975,590	\$ 10,775,590	\$ 847,701	\$ 11,623,291	\$ 8,200,000	\$ 2,493,044	\$ 10,693,044	\$ 945,717	\$ 11,638,761
LIBRARY PRESERVATION FUND										
LRB Refunding Series 2018B	\$ 1,350,000	\$ 308,700	\$ 1,658,700	\$ 105,115	\$ 1,763,815	\$ 1,420,000	\$ 241,200	\$ 1,661,200	\$ 120,819	\$ 1,782,019
TOTAL OTHER DEBT SERVICE	\$ 55,806,464	\$ 45,145,397	\$ 100,951,861	\$ 6,110,203	\$ 107,062,064	\$ 61,964,136	\$ 70,371,984	\$ 132,336,120	\$ 7,886,149	\$ 140,222,269

(4) A portion or all debt service payment is payable from non-general fund revenue.

(5) Does not include budgeted optional paydowns for commercial paper, including for Housing Trust Fund and Police Vehicle Acquisition.

(6) "Other Fiscal Charges" for Series 2017B Moscone include the cost of the 2017B COPs property insurance premiums in the amount of \$794,973 for FY24 and \$942,042 for FY25.

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
Public Service Enterprise Revenue Bonds, Certificates of Participation and Loans
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024			FY 2024-2025		
	Principal	Interest	Total	Principal	Interest	Total
HETCH HETCHY WATER & POWER ENTERPRISE						
2011 Qualified Energy Conservation Bonds	\$ 561,938	\$ 115,769	\$ 677,707	\$ 568,690	\$ 89,053	\$ 657,743
2015 New Clean Renewable Energy Bonds	147,859	67,166	215,025	149,916	60,311	210,227
2015 Power Revenue Bonds Series A (Green)	-	1,592,950	1,592,950	-	1,592,950	1,592,950
2015 Power Revenue Bonds Series B	850,000	123,600	973,600	910,000	62,000	972,000
2021 Power Revenue Bonds Series A	-	-	-	1,385,000	3,050,425	4,435,425
2021 Power Revenue Bonds Series B	-	-	-	585,000	2,030,375	2,615,375
SRF Loan:						
Mt. Tunnel Improvements Project	-	300,000	300,000	-	450,000	450,000
COP 525 Golden Gate Office Space, Series 2009 D	444,708	798,329	1,243,037	463,176	769,450	1,232,626
Trustee and Arbitrage Computation Fee (COPs 9.72%)	-	369	369	-	923	923
Trustee and Arbitrage Computation Fee (Power Bonds)	-	53,850	53,850	-	56,542	56,542
TOTAL HETCH HETCHY WATER & POWER BEFORE OFFSET	<u>\$ 2,004,505</u>	<u>\$ 3,052,033</u>	<u>\$ 5,056,538</u>	<u>\$ 4,061,782</u>	<u>\$ 8,162,029</u>	<u>\$ 12,223,811</u>
Federal Offsets						
2011 Qualified Energy Conservation Bonds Federal Offset	-	(81,578)	(81,578)	-	(66,545)	(66,545)
2015 New Clean Renewable Energy Bonds Federal Offset	-	(44,336)	(44,336)	-	(42,218)	(42,218)
COP 525 Golden Gate Office Space, Series 2009 Federal Offset	-	(263,489)	(263,489)	-	(253,946)	(253,946)
TOTAL HETCH HETCHY WATER & POWER	<u>\$ 2,004,505</u>	<u>\$ 2,662,630</u>	<u>\$ 4,667,136</u>	<u>\$ 4,061,782</u>	<u>\$ 7,799,320</u>	<u>\$ 11,861,102</u>
LAGUNA HONDA HOSPITAL ⁽⁷⁾						
COP Refunding Series 2019-R1	\$ 6,690,000	\$ 2,551,750	\$ 9,241,750	\$ 7,025,000	\$ 2,217,250	\$ 9,242,250
Other Fiscal Charges: Non-Insurance	-	8,250	8,250	-	8,250	8,250
Other Fiscal Charges: Insurance	-	889,495	889,495	-	1,054,052	1,054,052
Other Fiscal Charges	-	897,745	897,745	-	1,062,302	1,062,302
TOTAL BEFORE REIMBURSEMENT OFFSET	<u>\$ 6,690,000</u>	<u>\$ 3,449,495</u>	<u>\$ 10,139,495</u>	<u>\$ 7,025,000</u>	<u>\$ 3,279,552</u>	<u>\$ 10,304,552</u>
SB 1128 Reimbursement Offset	<u>(6,690,000)</u>	<u>(958,345)</u>	<u>(7,648,345)</u>	<u>(7,025,000)</u>	<u>(623,759)</u>	<u>(7,648,759)</u>
TOTAL LAGUNA HONDA HOSPITAL	<u>\$ -</u>	<u>\$ 2,491,150</u>	<u>\$ 2,491,150</u>	<u>\$ -</u>	<u>\$ 2,655,793</u>	<u>\$ 2,655,793</u>
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY						
SFMTA 2017 Series Revenue Bonds	\$ 3,880,000	\$ 6,111,371	\$ 9,991,371	\$ 4,070,000	\$ 5,914,204	\$ 9,984,204
SFMTA 2021 Series A Refunding Revenue Bonds	10,065,000	3,019,089	13,084,089	10,110,000	2,970,947	13,080,947
SFMTA 2021 Series B Revenue Bonds	-	179,200	179,200	-	179,200	179,200
SFMTA 2021 Series C Revenue Bonds	-	4,596,100	4,596,100	-	4,596,100	4,596,100
TOTAL SF MUNICIPAL TRANSPORTATION AGENCY	<u>\$ 13,945,000</u>	<u>\$ 13,905,760</u>	<u>\$ 27,850,760</u>	<u>\$ 14,180,000</u>	<u>\$ 13,660,451</u>	<u>\$ 27,840,451</u>
PORT OF SAN FRANCISCO						
Hyde Street Harbor Loan	\$ 177,969	\$ 53,791	\$ 231,760	\$ 185,977	\$ 45,783	\$ 231,760
Refunding Revenue Bonds, Series 2020A/B	1,245,000	692,697	1,937,697	1,275,000	670,361	1,945,361
Revenue Bonds, Series 2014A/B	540,000	789,631	1,329,631	565,000	762,631	1,327,631
COP Port Facilities Project Series 2013 B & C	740,000	1,253,338	1,993,338	780,000	1,216,338	1,996,338
SBH - CalBoating Loan - \$400K	13,221	11,260	24,481	13,816	10,665	24,481
SBH - CalBoating Loan - \$3.1M	119,717	92,444	212,161	125,104	87,057	212,161
SBH - CalBoating Loan - \$4.5M	176,494	122,819	299,313	184,437	114,876	299,313
Other Fiscal Charges	-	460,210	460,210	-	446,497	446,497
TOTAL PORT OF SAN FRANCISCO	<u>\$ 3,012,401</u>	<u>\$ 3,476,190</u>	<u>\$ 6,488,591</u>	<u>\$ 3,129,334</u>	<u>\$ 3,354,208</u>	<u>\$ 6,483,542</u>

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
Public Service Enterprise Revenue Bonds, Certificates of Participation and Loans
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024			FY 2024-2025		
	Principal	Interest	Total	Principal	Interest	Total
SAN FRANCISCO GENERAL HOSPITAL						
Capital Lease - Emergency Back-up Generators	\$ 2,067,093	\$ 270,738	\$ 2,337,831	\$ 2,183,409	\$ 154,422	\$ 2,337,831
Other Fiscal Charges	-	68,689	68,689	-	79,639	79,639
TOTAL SAN FRANCISCO GENERAL HOSPITAL	<u>\$ 2,067,093</u>	<u>\$ 339,427</u>	<u>\$ 2,406,520</u>	<u>\$ 2,183,409</u>	<u>\$ 234,061</u>	<u>\$ 2,417,470</u>
SAN FRANCISCO INTERNATIONAL AIRPORT						
2009 Airport 2nd Series Revenue Refunding Bonds Series 2009D	\$ 1,022,500	\$ 1,739,000	\$ 2,761,500	\$ 1,022,500	\$ 1,739,000	\$ 2,761,500
2013 Airport 2nd Series Revenue Bonds Series 2013A/B/C	-	12,866,475	12,866,475	-	12,866,475	12,866,475
2014 Airport 2nd Series Revenue Bonds Series 2014	-	23,680,000	23,680,000	-	23,680,000	23,680,000
2016 Airport 2nd Series Revenue Refunding Bonds Series 2016A	20,771,667	6,396,875	27,168,542	20,771,667	6,396,875	27,168,542
2016 Airport 2nd Series Revenue Bonds Series 2016B/C	-	37,006,250	37,006,250	-	37,006,250	37,006,250
2016 Airport 2nd Series Revenue Refunding Bonds Series 2016D	27,910,833	4,793,417	32,704,250	27,910,833	4,793,417	32,704,250
2017 Airport 2nd Series Revenue Bonds Series 2017A	-	17,129,300	17,129,300	-	17,129,300	17,129,300
2017 Airport 2nd Series Revenue Bonds Series 2017B	-	11,599,250	11,599,250	-	11,599,250	11,599,250
2017 Airport 2nd Series Revenue Refunding Bonds Series 2017D	25,664,167	3,388,750	29,052,917	25,664,167	3,388,750	29,052,917
2018 Airport 2nd Series Variable Rate Revenue Bonds Series 2018B/C	-	19,586,141	19,586,141	-	19,586,141	19,586,141
2018 Airport 2nd Series Revenue Bonds Series 2018D	-	36,640,000	36,640,000	-	36,640,000	36,640,000
2018 Airport 2nd Series Revenue Bonds Series 2018E	-	5,813,750	5,813,750	-	5,813,750	5,813,750
2018 Airport 2nd Series Revenue Bonds Series 2018F	-	266,950	266,950	-	266,950	266,950
2018 Airport 2nd Series Revenue Refunding Bonds Series 2018G	-	1,783,000	1,783,000	-	1,783,000	1,783,000
2019 Airport 2nd Series Revenue Bonds Series 2019A	-	57,560,750	57,560,750	-	57,560,750	57,560,750
2019 Airport 2nd Series Revenue Bonds Series 2019B	-	4,564,000	4,564,000	-	4,564,000	4,564,000
2019 Airport 2nd Series Revenue Bonds Series 2019C	-	281,471	281,471	-	281,471	281,471
2019 Airport 2nd Series Revenue Refunding Bonds Series 2019D	27,026,667	19,865,583	46,892,250	27,026,667	19,865,583	46,892,250
2019 Airport 2nd Series Revenue Bonds Series 2019E	-	37,673,750	37,673,750	-	37,673,750	37,673,750
2019 Airport 2nd Series Revenue Bonds Series 2019F	-	5,346,250	5,346,250	-	5,346,250	5,346,250
2019 Airport 2nd Series Revenue Bonds Series 2019G	2,396,667	261,273	2,657,940	2,396,667	261,273	2,657,940
2019 Airport 2nd Series Revenue Refunding Bonds Series 2019H	5,843,333	7,409,750	13,253,083	5,843,333	7,409,750	13,253,083
2020 Airport 2nd Series Revenue Refunding Bonds Series 2020A	-	5,224,350	5,224,350	-	5,224,350	5,224,350
2020 Airport 2nd Series Revenue Refunding Bonds Series 2020B	-	2,063,000	2,063,000	-	2,063,000	2,063,000
2020 Airport 2nd Series Revenue Refunding Bonds Series 2020C	-	3,850,724	3,850,724	-	3,850,724	3,850,724
2021 Airport 2nd Series Revenue Refunding Bonds Series 2021A	-	9,761,250	9,761,250	-	9,761,250	9,761,250
2021 Airport 2nd Series Revenue Refunding Bonds Series 2021B	-	6,453,500	6,453,500	-	6,453,500	6,453,500
2021 Airport 2nd Series Revenue Refunding Bonds Series 2021C	-	7,452,995	7,452,995	-	7,452,995	7,452,995
2022 Airport 2nd Series Revenue and Refunding Bonds Series 2022A	3,728,333	12,022,509	15,750,842	3,728,333	12,022,509	15,750,842
2022 Airport 2nd Series Revenue and Refunding Bonds Series 2022B	-	11,223,160	11,223,160	-	11,223,160	11,223,160
2022 Airport 2nd Series Revenue and Refunding Bonds Series 2022C	-	4,999,363	4,999,363	-	4,999,363	4,999,363
2023 Airport 2nd Series Revenue and Refunding Bonds Series 2023A	10,030,000	7,975,333	18,005,333	10,030,000	7,975,333	18,005,333
2023 Airport 2nd Series Revenue and Refunding Bonds Series 2023B	-	3,975,500	3,975,500	-	3,975,500	3,975,500
Proposed Series 2023A-2	-	6,408,611	6,408,611	-	6,408,611	6,408,611
Proposed Series 2024A	-	-	-	-	-	-
Swap Payments	-	-	-	-	-	-
Commercial Paper Interest	42,526,180	-	42,526,180	42,526,180	-	42,526,180
Letter of Credit Fees	-	-	-	-	-	-
LOC Fees for VRDBs	4,226,148	-	4,226,148	4,226,148	-	4,226,148
LOC Fees for Commercial Paper	6,543,490	-	6,543,490	6,543,490	-	6,543,490
Remarketing Fees	276,909	-	276,909	276,909	-	276,909
TOTAL SAN FRANCISCO INTERNATIONAL AIRPORT	<u>\$ 177,966,894</u>	<u>\$ 397,062,280</u>	<u>\$ 575,029,174</u>	<u>\$ 177,966,894</u>	<u>\$ 397,062,280</u>	<u>\$ 575,029,174</u>

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
Public Service Enterprise Revenue Bonds, Certificates of Participation and Loans
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024			FY 2024-2025		
	Principal	Interest	Total	Principal	Interest	Total
WASTEWATER ENTERPRISE						
2010 Wastewater Revenue Bonds, Series B BABs	\$ 7,505,000	\$ 10,168,662	\$ 17,673,662	\$ 7,745,000	\$ 9,800,666	\$ 17,545,666
2013 Wastewater Revenue Bonds, Series A	575,000	14,375	589,375	-	-	-
2013 Wastewater Revenue Bonds, Series B	-	7,346,600	7,346,600	-	3,723,800	3,723,800
2016 Wastewater Revenue Bonds, Series A	5,475,000	10,508,875	15,983,875	5,760,000	10,228,000	15,988,000
2016 Wastewater Revenue Bonds, Series B	1,545,000	2,962,425	4,507,425	1,625,000	2,883,175	4,508,175
2018 Wastewater Revenue Bonds, Series A	7,160,000	10,179,100	17,339,100	6,580,000	9,835,600	16,415,600
2018 Wastewater Revenue Bonds, Series B	5,810,000	8,839,250	14,649,250	5,335,000	8,560,625	13,895,625
2018 Wastewater Revenue Bonds, Series C	-	5,486,316	5,486,316	-	-	-
2021 Wastewater Revenue Notes, Series A	-	2,183,550	2,183,550	-	2,183,550	2,183,550
2021 Wastewater Revenue Notes, Series B	-	1,291,100	1,291,100	-	1,291,100	1,291,100
2021 Wastewater Revenue Bonds, Series A	-	-	-	-	10,000,638	10,000,638
2021 Wastewater Revenue Bonds, Series B	-	-	-	-	1,615,574	1,615,574
2022 Wastewater Revenue Bonds, Series B	-	6,854,000	6,854,000	8,325,000	6,645,875	14,970,875
2023 Wastewater Revenue Bonds, Series A*	-	44,335,752	44,335,752	-	-	-
2023 Wastewater Revenue Bonds, Series B*	-	-	-	-	3,553,250	3,553,250
2023 Wastewater Revenue Bonds, Series C*	-	-	-	-	6,626,400	6,626,400
SRF Loans:						
North Point Facility Outfall Rehabilitation	487,794	274,164	761,958	496,574	265,383	761,957
SEP Primary/Secondary Clarifier Upgrades	808,772	454,569	1,263,341	823,330	440,011	1,263,341
SEP 521/522 and Disinfection Upgrades	1,059,110	655,365	1,714,475	1,078,174	636,301	1,714,474
Lake Merced Green Infrastructure OSP Gas Utilization	169,961	95,117	265,078	172,681	92,397	265,078
OSP Gas Utilization	-	-	-	1,363,061	705,431	2,068,492
SEP Headworks Project	-	-	-	3,011,799	1,067,150	4,078,949
WIFIA Construction Period Loan Servicing Fee (BDFP)	-	27,050	27,050	-	28,800	28,800
WIFIA Construction Period Loan Servicing Fee (SEP Headworks)	-	27,050	27,050	-	28,800	28,800
WIFIA Construction Period Loan Servicing Fee (Master Agreement)	-	-	-	-	31,752	31,752
COP 525 Golden Gate Office Space, Series 2009 D	863,732	1,550,553	2,414,285	899,603	1,494,461	2,394,064
Trustee and Arbitrage Computation Fee (COPs 18.88%)	-	719	719	-	1,793	1,793
Trustee and Arbitrage Computation Fee (Wastewater Revenue Bonds)	-	75,500	75,500	-	79,275	79,275
TOTAL WASTEWATER ENTERPRISE BEFORE OFFSET	\$ 31,459,369	\$ 113,330,092	\$ 144,789,461	\$ 43,215,222	\$ 81,819,807	\$ 125,035,029
Federal Offsets						
2010 Wastewater Revenue Bonds, Series B BABs Federal Offset	-	(3,356,167)	(3,356,167)	-	(3,430,233)	(3,430,233)
COP 525 Golden Gate Office Space, Series 2009	-	(511,760)	(511,760)	-	(493,262)	(493,262)
TOTAL WASTEWATER ENTERPRISE	\$ 31,459,369	\$ 109,462,165	\$ 140,921,534	\$ 43,215,222	\$ 77,896,312	\$ 121,111,534
WATER ENTERPRISE						
2010 Water Revenue Bonds, Series B BABs	\$ 13,245,000	\$ 19,613,188	\$ 32,858,188	\$ 13,725,000	\$ 18,871,513	\$ 32,596,513
2010 Water Revenue Bonds, Series E BABs	13,165,000	19,104,076	32,269,076	13,610,000	18,417,800	32,027,800
2010 Water Revenue Bonds, Series G BABs	-	24,427,165	24,427,165	-	24,427,165	24,427,165
2015 Water Revenue Bonds, Series A	28,070,000	16,642,944	44,712,944	29,485,000	15,221,569	44,706,569
2016 Water Revenue Bonds, Series A	23,590,000	31,366,250	54,956,250	24,800,000	30,156,500	54,956,500

CITY AND COUNTY OF SAN FRANCISCO
Statement of Bond Redemption and Interest
Public Service Enterprise Revenue Bonds, Certificates of Participation and Loans
Fiscal Years 2023-2024 and 2024-2025

	FY 2023-2024			FY 2024-2025		
	Principal	Interest	Total	Principal	Interest	Total
2016 Water Revenue Bonds, Series B	13,175,000	2,098,625	15,273,625	13,720,000	1,569,150	15,289,150
2016 Water Revenue Bonds, Series C	6,105,000	8,463,314	14,568,314	6,275,000	8,297,667	14,572,667
2017 Water Revenue Bonds, Series A	2,445,000	1,172,625	3,617,625	2,570,000	1,047,250	3,617,250
2017 Water Revenue Bonds, Series B	2,985,000	1,430,125	4,415,125	3,135,000	1,277,125	4,412,125
2017 Water Revenue Bonds, Series C	1,425,000	684,125	2,109,125	1,500,000	611,000	2,111,000
2017 Water Revenue Bonds, Series D	1,270,000	17,130,550	18,400,550	10,230,000	16,843,050	27,073,050
2017 Water Revenue Bonds, Series E	795,000	2,337,125	3,132,125	835,000	2,296,375	3,131,375
2017 Water Revenue Bonds, Series F	735,000	381,875	1,116,875	770,000	344,250	1,114,250
2017 Water Revenue Bonds, Series G	13,665,000	343,558	14,008,558	5,225,000	75,919	5,300,919
2019 Water Revenue Bonds, Series A	3,565,000	19,258,348	22,823,348	3,640,000	19,185,126	22,825,126
2019 Water Revenue Bonds, Series B	70,000	555,618	625,618	75,000	553,332	628,332
2019 Water Revenue Bonds, Series C	80,000	605,268	685,268	80,000	602,746	682,746
2020 Water Revenue Bonds, Series A	-	7,294,750	7,294,750	-	7,294,750	7,294,750
2020 Water Revenue Bonds, Series B	-	3,066,500	3,066,500	-	3,066,500	3,066,500
2020 Water Revenue Bonds, Series C	-	3,413,400	3,413,400	-	3,413,400	3,413,400
2020 Water Revenue Bonds, Series D	-	1,476,000	1,476,000	-	1,476,000	1,476,000
2020 Water Revenue Bonds, Series E	1,530,000	9,492,844	11,022,844	1,575,000	9,448,985	11,023,985
2020 Water Revenue Bonds, Series F	1,430,000	3,594,021	5,024,021	1,440,000	3,585,240	5,025,240
2020 Water Revenue Bonds, Series G	7,065,000	1,808,725	8,873,725	7,105,000	1,765,378	8,870,378
2020 Water Revenue Bonds, Series H	685,000	1,719,591	2,404,591	690,000	1,715,384	2,405,384
2023 Water Revenue Bonds*	-	-	-	-	1,751,735	1,751,735
SRF Loan:						
Mt. Tunnel Improvements Project	-	1,000,000	1,000,000	-	1,587,615	1,587,615
COP 525 Golden Gate Office Space, Series 2009 D BAB	3,266,560	5,864,057	9,130,617	3,402,220	5,651,923	9,054,144
Trustee and Arbitrage Computation Fee (COPs 71.40%)	-	2,720	2,720	-	6,783	6,783
Trustee and Arbitrage Computation Fee (Water Revenue Bonds)	-	113,775	113,775	-	119,463	119,463
TOTAL WATER ENTERPRISE BEFORE OFFSET	\$ 138,361,560	\$ 204,461,162	\$ 342,822,722	\$ 143,887,220	\$ 200,680,693	\$ 344,567,914
Federal Offsets						
2010 Water Revenue Bonds, Series B BABs Federal Offset	-	(6,473,333)	(6,473,333)	-	(6,314,552)	(6,314,552)
2010 Water Revenue Bonds, Series E BABs Federal Offset	-	(6,305,300)	(6,305,300)	-	(6,151,595)	(6,151,595)
2010 Water Revenue Bonds, Series G BABs Federal Offset	-	(8,062,186)	(8,062,186)	-	(7,883,005)	(7,883,005)
COP 525 Golden Gate Office Space, Series 2009 Federal Offset	-	(1,935,432)	(1,935,432)	-	(1,865,411)	(1,865,411)
TOTAL WATER ENTERPRISE	\$ 138,361,560	\$ 181,684,911	\$ 320,046,471	\$ 143,887,220	\$ 178,466,130	\$ 322,353,351
TOTAL PUBLIC SERVICE ENTERPRISES	\$ 375,506,822	\$ 739,076,439	\$ 1,114,583,261	\$ 395,648,861	\$ 708,253,081	\$ 1,103,901,943

(7) Debt service related to construction cost of Laguna Honda Hospital is offset by SB 1128 sinking fund. The information assumes that SB 1128 reimbursement will be available to partially cover the Certificates of Participation Refunding Bond, Series 2019-R1 LHH debt service.

Other Fiscal Charges include insurance, trustees and arbitrage rebate computation fees.

The Hetch Hetchy Water and Power Enterprise and Wastewater Enterprise and Water Enterprise are on a fixed two-year budget (FY 2022-2023 and FY 2023-2024). The debt service schedules for FY 2023-2024 and FY 2024-2025 for these departments were updated in this AAO.

The Airport is on a fixed two-year budget and the FY 2024-2025 debt service figures will be updated in the next year's AAO.

*Debt Service for the 2023 Wastewater Revenue Bonds and 2023 Water Revenue Bonds not available for FY 2024 Budget submission. Debt Service for the FY 2025 Budget Submission is preliminary and subject to change.

AMENDED AT THE FULL BOARD 7-18-23

Board of Supervisors Spending Plan Fiscal Years 2023-2024 and 2024-2025

7.17.23

						Total FY 23-24				Total FY 24-25				Both years Total		
Seq uent ial #	Original Item number	Item ID	Description	Dept	Category	FY24 GFS	FY24 NGFS	"X" if One Time	TOTAL FY24 ALL FUNDS	FY25 GFS	FY 25 NGFS	"X" if One Time	TOTAL FY25 ALL FUNDS	GFS	NGFS	All funds
RUNNING TOTAL						42,184,805	-		42,184,805	33,257,135	-		33,257,135	75,441,940	-	75,441,940
2	C-2	A-2	Human trafficking prevention	MYR WOM	Continuing	50,000	-		50,000	50,000			50,000	100,000	-	100,000
6	C-6	A-7	Culturally competent and language accessible service center in the Richmond and cultural events by youth	MYR CHF	Restoration	150,000	-		150,000	150,000			150,000	300,000	-	300,000
9	C-9	A-10	Cultural programming to showcase Chinatown and Manilatown	ECN MYR	Continuing	75,000	-	x	75,000				-	75,000	-	75,000
11	C-11	A-13	Small business development, training and technical assistance for family child care	ECN MYR	Continuing	150,000	-	x	150,000				-	150,000	-	150,000
23	C-24	B-16	Monthly housing subsidies for low-income seniors, people with disabilities, <u>marginalized communities</u> , and people living with HIV at \$1,500/ month.	MYR	Expansion	1,250,000	-		1,250,000	500,000			500,000	1,750,000	-	1,750,000
57	C-59	D-21	Activations at Noe Valley Town Square and corridor beautification	ECN REG	Continuing	112,000		x	112,000	-			-	112,000	-	112,000
71	C-76	E-15	Gender-Based Violence direct-services restoration	WOM DPH	Restoration	1,250,000	-		1,250,000	1,250,000			1,250,000	2,500,000	-	2,500,000
74	C-79	E-20	Establish Safe Parking Site to relocate westside RVs	HSH MYR	Expansion	585,000	-		585,000	500,000			500,000	1,085,000	-	1,085,000
91	C-97	F-8	Indigenous cultural practices and cultural workshops	ART MYR	Continuing	100,000		x	100,000	-			-	100,000	-	100,000
92	C-98	F-9	Integrated healing and youth centered trauma-informed and culturally competent mental health and wellness services, urban arts/multimedia, workforce/employment and gender-affirming services	CHF DPH	Continuing	300,000		x	300,000				-	300,000	-	300,000

Board of Supervisors Spending Plan Fiscal Years 2023-2024 and 2024-2025

6/29/2023

8:49:27 AM

Seq uent ial #	Original Item number	Item ID	Description	Dept	Category	Total FY 23-24				Total FY 24-25				Both years Total		
						FY24 GFS	FY24 NGFS	"X" if One Time	TOTAL FY24 ALL FUNDS	FY25 GFS	FY 25 NGFS	"X" if One Time	TOTAL FY25 ALL FUNDS	GFS	NGFS	All funds
1	C-1	A-1	Capacity building for nonprofits with an experience serving Asian American Pacific Islander communities	ADM/ OCEIA	Continuing	105,000	-		105,000	105,000			105,000	210,000	-	210,000
2	C-2	A-2	Human trafficking prevention	MYR WOM	Continuing	50,000	-		50,000	50,000			50,000	100,000	-	100,000
3	C-3	A-3	Supporting Japantown small business and anti-hate services	ECN	Continuing	150,000	-		150,000	150,000			150,000	300,000	-	300,000
4	C-4	A-4	Annual youth media workshop	ECN	Continuing	25,000	-	x	25,000	-			-	25,000	-	25,000
5	C-5	A-6	Chinatown Artist-in-resident initiative	ECN	Continuing	125,000	-		125,000	125,000			125,000	250,000	-	250,000
6	C-6	A-7	Culturally competent and language accessible service center in the Richmond and cultural events by youth	MYR CHF	Restoration	150,000	-		150,000	150,000			150,000	300,000	-	300,000
7	C-7	A-8	Art and culture programming uplifting the Japanese diaspora	ART	Continuing	30,000	-	x	30,000	-			-	30,000	-	30,000
8	C-8	A-9	Hub uplifting Filipino-American arts and assisting with economic sustainability	MYR	Continuing	75,000	-	x	75,000	-			-	75,000	-	75,000
9	C-9	A-10	Cultural programming to showcase Chinatown and Manilatown	ECN MYR	Continuing	75,000	-	x	75,000	-			-	75,000	-	75,000
10	C-10	A-12	Adult Day Services for frail seniors	HSA	Continuing	75,000	-		75,000	75,000			75,000	150,000	-	150,000
11	C-11	A-13	Small business development, training and technical assistance for family child care	ECN MYR	Continuing	150,000	-	x	150,000	-			-	150,000	-	150,000
12	C-12	A-14	Workers Rights Community Collaborative	ADM/ OLSE	Restoration	400,000	-		400,000	400,000			400,000	800,000	-	800,000
13	C-13	A-15	Restoring cut to neighborhood immigrant community garden funding	ADM	Restoration	115,000	-	x	115,000	-			-	115,000	-	115,000
14	C-14	A-16	SRO Collaboratives and Code Enforcement Outreach Program	DBI	Restoration	4,800,000	-		4,800,000	4,800,000			4,800,000	9,600,000	-	9,600,000
15	C-15	A-17	Immigrant civic participation	ADM/ OCEIA	Restoration	250,000	-		250,000	250,000			250,000	500,000	-	500,000
16	C-16	A-18	Chinatown Promotion and Small Business Assistance Program	ECN	Expansion	250,000	-		250,000	250,000			250,000	500,000	-	500,000
17	C-18	B-10	Quality of life improvements in permanent supportive housing sites	HSH	Expansion	1,000,000	-	x	1,000,000	-			-	1,000,000	-	1,000,000
18	C-19	B-11	Peer-led overdose response in permanent supportive housing sites	DPH	Expansion	250,000	-		250,000	250,000			250,000	500,000	-	500,000
19	C-20	B-12	0.75% increase for cost of doing business for workers in community based organizations	GEN	Expansion	6,700,000	-		6,700,000	6,700,000			6,700,000	13,400,000	-	13,400,000
20	C-21	B-13	Community/labor meeting and event space - staff, rent, tech equipment, support services, supplies	MYR	Expansion	100,000	-	x	100,000	-			-	100,000	-	100,000

Sequential #	Original Item number	Item ID	Description	Dept	Category	FY24 GFS	FY24 NGFS	"X" if One Time	TOTAL FY24 ALL FUNDS	FY25 GFS	FY 25 NGFS	"X" if One Time	TOTAL FY25 ALL FUNDS	GFS	NGFS	All funds
21	C-22	B-14	Community Connector program for Chinese-speaking seniors and people with disabilities	HSA/DAS	Expansion	85,000	-		85,000	85,000			85,000	170,000	-	170,000
22	C-23	B-15	Legal assistance or ongoing representation to veterans with disabilities to access veterans benefits	MYR	Expansion	200,000	-		200,000	200,000			200,000	400,000	-	400,000
23	C-24	B-16	Monthly housing subsidies for low-income seniors, people with disabilities, <u>marginalized communities</u> , and people living with HIV at \$1,500/ month.	MYR	Expansion	1,250,000	-		1,250,000	500,000			500,000	1,750,000	-	1,750,000
24	C-25	B-17	Workforce support and assistance for homeless single adults	ECN	Expansion	400,000	-		400,000	400,000			400,000	800,000	-	800,000
25	C-26	B-18	Funding for neighborhood immigrant community garden on City owned farm/land	ADM/OCEIA	Expansion	115,000	-	x	115,000				-	115,000	-	115,000
26	C-27	B-19	Youth civic engagement outreach to register voters ages 16-34	ADM/OCEIA	Expansion	50,000	-	x	50,000				-	50,000	-	50,000
27	C-28	B-20	Advocates to connect foster care clients to resources	CHF	Expansion	175,000	-	x	175,000	-			-	175,000	-	175,000
28	C-29	B-22	Free general family law legal services to low-income San Franciscans	MYR	Expansion	100,000	-	x	100,000				-	100,000	-	100,000
29	C-30	B-23	24/7 drop-in center for cis and trans women and gender nonconforming individuals	DPH	Continuing	2,000,000	-		2,000,000	2,000,000			2,000,000	4,000,000	-	4,000,000
30	C-31	B-24	Food Security for transitional aged youth	HSH	Expansion	200,000		x	200,000				-	200,000	-	200,000
31	C-32	C-2	Wellness services for formerly incarcerated Transgender community members	MYR	Continuing	200,000	-	x	200,000	-			-	200,000	-	200,000
32	C-33	C-3	LGBTQ Enhanced I&R, Community Building, and Cultural Programs	MYR	Continuing	400,000	-	x	400,000	-			-	400,000	-	400,000
33	C-34	C-6	Transgender/ Gender-Nonconforming Community Film Festival	ECN	Continuing	75,000	-		75,000	75,000			75,000	150,000	-	150,000
34	C-35	C-8	Leadership Development for Transgender and Gender Non-Binary people, including but not limited to those who identify as Asian and Pacific Islander	MYR	Continuing	75,000	-		75,000	75,000			75,000	150,000	-	150,000
35	C-36	C-11	Primary care, gynecological care, and mental health services for transgender, gender nonconforming and intersex people, and LGBTQ women	DPH	Expansion	500,000	-		500,000	500,000			500,000	1,000,000	-	1,000,000
36	C-37	C-12	Violence Prevention Program for Spanish-speaking monolingual transgender immigrants	HRC	Expansion	17,000	-		17,000	67,000			67,000	84,000	-	84,000
37	C-39	C-14	Asylum immigration legal services for TGNC immigrants	ADM	Expansion	25,000	-		25,000	150,000			150,000	175,000	-	175,000
38	C-40	C-15	Transgender and Gender-Nonconforming Community year-round arts programs, events, arts education, artist commissions, and artist services	ECN	Expansion	100,000	-		100,000	100,000			100,000	200,000	-	200,000
39	C-41	C-17	LGBT Museum and Archives Programming	MYR	Expansion	200,000	-	x	200,000				-	200,000	-	200,000
40	C-42	C-20	Cost of doing business adjustment for parity between City-funded grants and Ryan White funded programs	GEN	Expansion	500,000		x	500,000				-	500,000	-	500,000
41	C-43	D-4	Capacity building for workforce development in the Outer Mission/Excelsior	MYR	Expansion	100,000	-		100,000	100,000			100,000	200,000	-	200,000
42	C-44	D-5	District and community events in Castro District	ECN	Continuing	250,000	-	x	250,000	-			-	250,000	-	250,000
43	C-45	D-6	Accessible mental health services for mono-lingual spanish speaking population in District 11	DPH	Continuing	100,000	-		100,000	100,000			100,000	200,000	-	200,000

Seq uent ial #	Original Item number	Item ID	Description	Dept	Category	FY24 GFS	FY24 NGFS	"X" if One Time	TOTAL FY24 ALL FUNDS	FY25 GFS	FY 25 NGFS	"X" if One Time	TOTAL FY25 ALL FUNDS	GFS	NGFS	All funds
44	C-46	D-7	Street cleaning in the Mission	ECN	Continuing	225,000	-		225,000	225,000			225,000	450,000	-	450,000
45	C-47	D-8	Security improvements for Mission-district based childhood development center	DEC	Continuing	20,000	-	x	20,000	-			-	20,000	-	20,000
46	C-48	D-9	Bernal Heights neighborhood greening and ADA compliant portable pitstop	DPW	Expansion	350,000	-		350,000	300,000			300,000	650,000	-	650,000
47	C-49	D-10	Portola neighborhood greening and beautification construction costs	DPW	Expansion	100,000	-		100,000	100,000			100,000	200,000	-	200,000
48	C-50	D-11	District 10 safety implementation	HRC	Continuing	500,000	-		500,000	500,000			500,000	1,000,000	-	1,000,000
49	C-51	D-12	Instruction and support group facilitation for HIV Health Services	DPH	Continuing	25,000	-		25,000	25,000			25,000	50,000	-	50,000
50	C-52	D-13	QTAPI Week Activations	ECN	Expansion	30,000	-		30,000	30,000			30,000	60,000	-	60,000
51	C-53	D-15	Expanded activation and events at Jerry Garcia Amphitheater	ECN	Expansion	250,000	-		250,000	250,000			250,000	500,000	-	500,000
52	C-54	D-16	Capital funding for core and shell construction for health clinic in City owned facility	ADM/ RED	Expansion	250,000	-	x	250,000	-			-	250,000	-	250,000
53	C-55	D-17	Expanded after-school and summer programing in Oceanview, Merced Heights and Ingleside	CHF	Expansion	75,000	-	x	75,000				-	75,000	-	75,000
54	C-56	D-18	Commercial corridor vacancy support and capital support for community events in the Outer Mission and Excelsior	ECN	Continuing	150,000	-		150,000	150,000			150,000	300,000	-	300,000
55	C-57	D-19	Nature programming at Stow Lake in Golden Gate Park	RPD	Restoration	15,000	-		15,000	15,000			15,000	30,000	-	30,000
56	C-58	D-20	Richmond District neighborhood and commercial corridor activation	ECN	Restoration	110,000	-		110,000	110,000			110,000	220,000	-	220,000
57	C-59	D-21	Activations at Noe Valley Town Square and corridor beautification	ECN REG	Continuing	112,000		x	112,000	-			-	112,000	-	112,000
58	C-60	D-22	Urban rest and sleep center in the Tenderloin to combat homelessness to provide a safe and comfortable place to sleep, shower, eat and access support services	HSH	Expansion	350,000		x	350,000	-			-	350,000	-	350,000
59	C-61	D-23	Skill building classes for SF youth and afterschool and summer camp programs for SFUSD students at community theater	CHF	Continuing	50,000		x	50,000	-			-	50,000	-	50,000
60	C-62	D-25	Violence Prevention and Health & wellness activities for youth and families and create opportunities for safe, nurturing, and confidential spaces for youth in the Fillmore	ECN	Expansion	150,000			150,000	150,000			150,000	300,000	-	300,000
61	C-63	D-26	Food security/access for non-English speaking seniors and people with disabilities in the Ocean View/Merced Heights/Ingleside	HSA/DAS	Continuing	100,000			100,000	100,000			100,000	200,000	-	200,000
62	C-64	D-27	Supporting case management, service connections, and programs for low income immigrant families in the Outer Mission/Excelsior/Crocker Amazon	MYR	Continuing	75,000			75,000	75,000			75,000	150,000	-	150,000
63	C-65	D-28	Expansion of Lower Polk TAY navigation center	HSH	Restoration	1,000,000		x	1,000,000				-	1,000,000	-	1,000,000
64	C-67	E-3	Legal and social services for communities affected by criminal trial backlog	PDR	Expansion	1,765,012	-		1,765,012	2,351,247			2,351,247	4,116,259	-	4,116,259
65	C-70	E-7	Investing in communities in the Southeast quarter of the City, including but not limited to the Pacific Islander community, and neighborhood mural	ECN	Expansion	300,000	-		300,000	250,000			250,000	550,000	-	550,000
66	C-71	E-8	Connect unhoused individuals in District 10 to services	ECN	Continuing	200,000	-		200,000	200,000			200,000	400,000	-	400,000

Seq uent ial #	Original Item number	Item ID	Description	Dept	Category	FY24 GFS	FY24 NGFS	"X" if One Time	TOTAL FY24 ALL FUNDS	FY25 GFS	FY25 NGFS	"X" if One Time	TOTAL FY25 ALL FUNDS	GFS	NGFS	All funds
67	C-72	E-11	Staffing and administrative costs related to establishment of the Office of Reparations	HRC	Expansion	2,000,000	-		2,000,000	2,000,000			2,000,000	4,000,000	-	4,000,000
68	C-73	E-12	Mission neighborhood based daytime sleeping program for homeless individuals	DPH	Continuing	150,000	-		150,000	150,000			150,000	300,000	-	300,000
69	C-74	E-13	Paraeducator workforce pipeline and workforce development support	CHF	Expansion	250,000	-	x	250,000				-	250,000	-	250,000
70	C-75	E-14	Trainings, mentorship, mental health services and healing for labor and postpartum doulas	DPH	Expansion	175,000	-		175,000	175,000			175,000	350,000	-	350,000
71	C-76	E-15	Gender-Based Violence direct-services restoration	WOM DPH	Restoration	1,250,000	-		1,250,000	1,250,000			1,250,000	2,500,000	-	2,500,000
72	C-77	E-16	SFUSD queer youth theatre program	ART	Continuing	100,000	-	x	100,000				-	100,000	-	100,000
73	C-78	E-17	Buyback program for public to eliminate gas powered small engines	ENV	Expansion	375,000	-		375,000	100,000			100,000	475,000	-	475,000
74	C-79	E-20	Establish Safe Parking Site to relocate westside RVs	HSJ MYR	Expansion	585,000	-		585,000	500,000			500,000	1,085,000	-	1,085,000
75	C-80	E-22	LBE Program Evaluation Study	ADM	Expansion	300,000	-	x	300,000	-			-	300,000	-	300,000
76	C-81	E-23	Neighborhood Projects Permit Program (2 FTEs)	DPW	Expansion	223,574	-		223,574	368,252			368,252	591,826	-	591,826
77	C-82	E-24	Expansion of recovery focused transitional housing and infrastructure support for individuals who have completed residential treatment	DPH	Expansion	1,800,000	-		1,800,000	1,800,000			1,800,000	3,600,000	-	3,600,000
78	C-83	E-25	Restore community development funding	MYR	Restoration	1,600,000	-	x	1,600,000				-	1,600,000	-	1,600,000
79	C-84	E-26	Capacity building for a community land trust that advances limited equity housing cooperative ownership and owns and operates on existing LHEC to act on Community Opportunity	MYR	Continuing	250,000	-	x	250,000	-			-	250,000	-	250,000
80	C-85	E-27	Ethics Commission compliance and enforcement	ETH	Restoration	310,000			310,000	1,990,000			1,990,000	2,300,000	-	2,300,000
81	C-86	E-28	Board of Supervisors staffing and operations: 2.0 new FTEs and 2.0 FTE substitutions for the Board of Supervisors and 1.0 new FTE for LAFCO.	BOS	Restoration	442,219			442,219	485,636			485,636	927,855	-	927,855
82	C-87	E-29	Gun Violence Restraining Order Outreach	CAT	Restoration	200,000		x	200,000				-	200,000	-	200,000
83	C-88	E-30	Climate Equity Hub to support electrification retrofits	ENV	Restoration	-			-	250,000		x	250,000	250,000	-	250,000
84	C-90	F-1	Business services independent contractor program for Spanish-speaking entrepreneurs over 50	ECN	Continuing	75,000	-		75,000	75,000			75,000	150,000	-	150,000
85	C-91	F-2	Support for vulnerable Spanish-speaking small businesses and vendors	ECN	Continuing	175,000	-		175,000	175,000			175,000	350,000	-	350,000
86	C-92	F-3	Hospitality Dislocated Worker program	ECN	Continuing	200,000	-		200,000	200,000			200,000	400,000	-	400,000
87	C-93	F-4	Training initiative and employment placement for underemployed individuals	ECN	Continuing	500,000	-		500,000	500,000			500,000	1,000,000	-	1,000,000
88	C-94	F-5	Economic vitality and tech assistance funding to support small business and vendors obtain permits and technical assistance for economic support and recovery	ECN	Continuing	250,000	-		250,000	250,000			250,000	500,000	-	500,000
89	C-95	F-6	Case Management and services for transitional age youth impacted by violence and caught in the criminal/immigration court system	CHF	Continuing	125,000		x	125,000				-	125,000	-	125,000

Sequential #	Original Item number	Item ID	Description	Dept	Category	FY24 GFS	FY24 NGFS	"X" if One Time	TOTAL FY24 ALL FUNDS	FY25 GFS	FY 25 NGFS	"X" if One Time	TOTAL FY25 ALL FUNDS	GFS	NGFS	All funds
90	C-96	F-7	Recovery hubs in Mission, Excelsior, Visitacion Valley, and Bayview	ECN	Continuing	2,000,000	-		2,000,000	500,000			500,000	2,500,000	-	2,500,000
91	C-97	F-8	Indigenous cultural practices and cultural workshops	ART MWR	Continuing	100,000		x	100,000	-			-	100,000	-	100,000
92	C-98	F-9	Integrated healing and youth centered trauma-informed and culturally competent mental health and wellness services, urban arts/multimedia, workforce/employment and gender-affirming services	CHE DPH	Continuing	300,000		x	300,000				-	300,000	-	300,000



City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 230644

Date Passed: July 25, 2023

Budget and Appropriation Ordinance appropriating all estimated receipts and all estimated expenditures for Departments of the City and County of San Francisco as of June 1, 2023, for the Fiscal Years (FYs) ending June 30, 2024, and June 30, 2025.

June 16, 2023 Budget and Appropriations Committee - CONTINUED

June 15, 2023 Budget and Appropriations Committee - CONTINUED

June 14, 2023 Budget and Appropriations Committee - CONTINUED

June 28, 2023 Budget and Appropriations Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

June 28, 2023 Budget and Appropriations Committee - RECOMMENDED AS AMENDED

July 11, 2023 Board of Supervisors - CONTINUED ON FIRST READING

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Safai, Stefani and Walton
Excused: 1 - Ronen

July 18, 2023 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

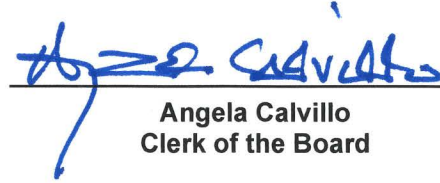
July 18, 2023 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Ronen, Safai, Stefani and Walton
Noes: 1 - Preston

July 25, 2023 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Ronen, Safai, Stefani and Walton
Noes: 1 - Preston

I hereby certify that the foregoing
Ordinance was **FINALLY PASSED** on
7/25/2023 by the Board of Supervisors of the
City and County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor

7/27/23
Date Approved



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 251145

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Gregory Wong	628-206-7378
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	greg.wong@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR CalMHSA	TELEPHONE NUMBER (888) 210-2515
STREET ADDRESS (including City, State and Zip Code) 1610 Arden Way, Suite 175, Sacramento, CA 95815	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 251145
DESCRIPTION OF AMOUNT OF CONTRACT \$7,431,615		
NATURE OF THE CONTRACT (Please describe) On behalf of DPH, CalMHSA will manage the distribution of state Community Care Expansion (CCE) Preservation grant funds to existing independent licensed Board & Care operators towards the repair/renovation and operating costs of their adult residential care facilities and residential care facilities for the elderly that serve low-income residents who receive Supplemental Security Income (SSI) or Cash Assistance Program for Immigrants (CAPI).		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Miller	Amie	Other Principal Officer
2	Avetissian	David	CFO
3	Eggers	Karri	COO
4	Franklin	Brandon	Other Principal Officer
5	Wagner	Andrew	Other Principal Officer
6	Caceres	Ryan	Other Principal Officer
7	Jakowski	Karleen	Other Principal Officer
8	Kaiser	Dawn	Other Principal Officer
9	Moloughney	Terence	Other Principal Officer
10	Robles	Lucero	Other Principal Officer
11	Vallejo	Courtney	Other Principal Officer
12	Wilson	Jeremy	Other Principal Officer
13	Tribble	Karyn	Board of Directors
14	Cranfill	Melissa	Board of Directors
15	Vaughn	Karen	Board of Directors
16	Buell	Jeffrey	Board of Directors
17	Klatt	Karen	Board of Directors
18	Burns	Leeann	Board of Directors
19	Hobson	Tony	Board of Directors

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Holt	Susan	Board of Directors
21	Hallett	Joe	Board of Directors
22	Botzler-Rodgers	Emi	Board of Directors
23	Scott	Anna	Board of Directors
24	Burrowes	Alison	Board of Directors
25	Jones	Elise	Board of Directors
26	Armstrong	Tiffany	Board of Directors
27	Schrimer	Todd	Board of Directors
28	Main	Galen	Board of Directors
29	Lovato	Karen	Board of Directors
30	Vang	Kimiko	Board of Directors
31	Roberts	Robin	Board of Directors
32	Esalami	Cassandra	Board of Directors
33	Bell	Phebe	Board of Directors
34	Ellis	Amy	Board of Directors
35	Haynes	Amy	Board of Directors
36	Jacobs	Brandon	Board of Directors
37	Quist	Ryan	Board of Directors
38	Edgull	Dana	Board of Directors

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39	Espinosa	Marina	Board of Directors
40	Bergmann	Luke	Board of Directors
41	Vieira	Fay	Board of Directors
42	Graber	Star	Board of Directors
43	Africa	Jei	Board of Directors
44	Huthsing	Jamie	Board of Directors
45	Sandoval	Marni	Board of Directors
46	Cogger	Bailey	Board of Directors
47	Collard	Sarah	Board of Directors
48	Cobaleda-Kegler	Jan	Board of Directors
49	Lyon	Travis	Board of Directors
50	Placide	Ontson	Board of Directors
☒	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 251145

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Supplemental	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Lily Conover	415-602-6258
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	lily.conover@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR CALMHSA	TELEPHONE NUMBER 888-210-2515
STREET ADDRESS (including City, State and Zip Code) 1610 Arden Way, Suite 175 Sacramento, CA 95815	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 251145
DESCRIPTION OF AMOUNT OF CONTRACT \$7,431,615		
NATURE OF THE CONTRACT (Please describe) The Community Care Expansion (CCE) Preservation grant funds will be distributed by the county to existing independent licensed Board & Care operators towards the repair/renovation and operating costs of their adult-residential-care-facilities and residential-care-facilities-for-the-elderly, so that they are able to continue operating the Board & Care beds to serve low-income, frail clients.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Gay	Jennifer	Other Principal Officer
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	DATE SIGNED
---	--------------------



Daniel L. Lurie
Mayor

Daniel Tsai
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Daniel Tsai
Director of Health

DATE: 11/19/2025

SUBJECT: Resolution approving agreement between the City and
Count of San Francisco and the California Department of
Social Services

GRANT TITLE: Community Care Expansion Preservation Program -
\$7,431,615

Attached please find the original and 1 copy of each of the following:

- ☒ Proposed grant resolution, original signed by Department
- ☐ Grant information form, including disability checklist
- ☐ Budget and Budget Justification
- ☐ Grant application: Not Applicable. No application submitted.
- ☒ Agreement / Award Letter
- ☐ Other (Explain): Ethics Form 126 forms, Legislative file #230644.

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Gregory Wong (greg.wong@sfdph.org) Phone: 554-2521

Interoffice Mail Address: Dept. of Public Health, 101 Grove St # 108

Certified copy required Yes ☐

No ☒

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Grant Agreement - California Department of Social Services - Community Care Expansion
Preservation Projects - Anticipated Revenue to the City of \$7,431,615
DATE: November 18, 2025

Resolution approving an agreement between the City and County of San Francisco, acting by and through its Department of Public Health, and the California Department of Social Services and its third-party administrator BDO Government Services, LLC, having anticipated revenue to the City of \$7,431,615; and authorizing DPH to enter into amendments or modifications to the agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement or this Resolution.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org