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

allocation of \$7,431,615 for the purpose of funding Operating Subsidy Payments and Capital

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WHEREAS, The indemnification of BDO GS and CDSS shall survive the expiration or
termination of the Agreement; and
WHEREAS, The Agreement obligates San Francisco to waive any 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
WHEREAS, A draft of the Agreement is on file with the Clerk of the Board of
Supervisors in File No. 251145, which is hereby declared to be a part of this Resolution as if
set forth fully herein; now, therefore, be it
RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health or
the Director's designee to enter into the Agreement, for a performance base period
commencing on execution of the Grant Agreement through June 30, 2029, having anticipated
revenue of \$7,431,615; and, be it
FURTHER RESOLVED, That said Agreement shall include Dispute Resolution
Process clauses that obligate the City to settle disputes under binding arbitration; and the
prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to
costs and reasonable attorneys' fees, the amount of which shall be determined by the
arbitrator, in the event the parties are unable to agree; and, be it
FURTHER RESOLVED, That said Agreement shall include a clause obligating the City
to defend, indemnify, and hold harmless BDO GS, CDSS, and their officers and agents
against Claims arising out of, resulting from, or relating to the City's performance under the
Agreement; and, be it

FURTHER RESOLVED, That said Agreement shall include a clause waiving the City's

right to seek any special, consequential, or punitive damages; indirect, or incidental damages;

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1	or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any
2	way connected with the performance or breach of the Agreement, except as otherwise
3	provided in the Agreement or by applicable law; and, be it
4	FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director
5	of Health or the Director's designee to enter into any amendments or modifications to this
6	agreement, that the Department determines, in consultation with the City Attorney, are in the
7	best interests of the City, do not otherwise materially increase the obligations or liabilities of
8	the City, are necessary or advisable to effectuate the purposes of the agreement, and are in
9	compliance with all applicable laws; and, be it
10	FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully
11	executed by all parties, the Director of Health shall provide the final agreement to the Clerk of
12	the Board for inclusion in File No. 251145.
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15	RECOMMENDED:
16	<u>/s/</u>
17	Daniel Tsai
18	Director of Health
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