



## **ONE-TIME GRANT AWARD AGREEMENT DRAFT**

The board of directors of Tipping Point Community ("Tipping Point") has authorized Tipping Point to award up to \$3,000,000 for a one-time grant (the "Grant") to the San Francisco Department of Public Health (the "Grantee") pursuant to the terms outlined below (the "Agreement"), dated as of January 16, 2020. As a condition of receiving the Grant, the Grantee agrees to the following:

### **1. THE PURPOSE OF THE GRANT**

The Grantee shall use the Grant for: the creation of a new "Hummingbird Place" psychiatric respite center site in San Francisco (the "Purpose").

The Grantee shall also identify a goal or goals that it seeks to use the Grant to accomplish, a description of which it shall include as Exhibit A hereto (the "Goal").

In no event shall the Grant be used for funding or expenses related to any staff solely dedicated to advocacy or to services outside of the San Francisco Bay Area; nor will the Grant be used in any manner that violates the terms of this Agreement. The Grant is not in any way earmarked to support lobbying or voter registration activity.

### **2. THE TERM OF THE GRANT**

(a) The Grant is made for the term of two years to commence on January 16, 2020 (the "Initial Term"). If the Grantee does not fully utilize the Grant during the Initial Term, the Grantee shall notify Tipping Point in writing 30 days prior to the end of the Initial Term to request an extension of the Initial Term (the "Extension Request"). Tipping Point, in its sole discretion, shall determine whether or not to grant the Extension Request on the same terms and conditions as the Agreement (the "Extension"). For the avoidance of doubt, if Tipping Point declines to approve the Extension Request or if the Grantee does not submit such an Extension Request, then the Grantee shall remit any unused portion of the Grant within 30 days of the end of the Initial Term or the end of the Extension, as applicable

(b) If the Agreement is not signed by the Grantee and returned to Tipping Point by February 15, 2020, the Agreement shall be deemed null and void.

### **3. TAX EXEMPT STATUS**

The Grantee confirms that, under the United States Internal Revenue Code of 1986, as amended (the "Code"), the Grantee is exempt from federal income tax under section 501(c)(3) and is not a private foundation within the meaning of section 509(a) of the Code. The Grantee agrees to advise Tipping Point immediately if there is any change in the Grantee's exempt status during the Initial Term or the Extension, as applicable.

#### **4. REPORTS**

Every six months of the grant term, the Grantee shall provide a written report to Tipping Point detailing the progress that the Grantee has made toward reaching the Goal. The Grantee shall also confirm in writing that it has not used the Grant in any way that may violate this Agreement and that there have been no material changes in the Grantee's operations.

At the conclusion of the Initial Term or the Extension, as applicable, the Grantee shall issue a second written report detailing how or if the Goal was achieved.

#### **5. NON-RENEWAL**

The Grant is a one-time grant, not eligible for renewal. While this grant is non-renewable, when considering the Grantee for eligibility for any future grants, Tipping Point will consider the Grantee's success in accomplishing the Goal.

#### **6. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF TIPPING POINT'S NAME AND LOGO**

Tipping Point may include information about the Grant and the Grantee in its periodic reports and may make information about the Grant and the Grantee public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and the Grantee agree that the Grantee may include Tipping Point's name on lists of the Grantee's funders, contributors and/or supporters (the "Grantee Contributor Lists"), and that in each instance in which the Grantee discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. The Grantee Contributor Lists may include information about the amount of the Grant, the goals of the Grant and whether the Grantee is a first-time grantee or a renewal grantee. Grantee shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity other than on the Grantee Contributor Lists, including but not limited to press releases and other reports, without the prior written consent of Tipping Point.

#### **7. RIGHT TO EVALUATION**

Tipping Point has the right to evaluate the Grantee's programs by itself or through the services of an evaluation agency during the Initial Term or the Extension, if applicable, at no extra cost to the Grantee (the "Evaluation Agency"). In either case, Tipping Point and/or the Evaluation Agency, as applicable, shall provide reasonable notice to the Grantee of any proposed evaluation, and any evaluation activities will not unreasonably interfere with Grantee's normal operation of business. The Grantee shall afford to Tipping Point and/or the Evaluation Agency, as applicable, reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grantee's business, properties and personnel as Tipping Point and/or the Evaluation Agency, as applicable, may reasonably request or as may be required by applicable law. The Grantee will not be required to furnish

to either Tipping Point or the Evaluation Agency any confidential documents or information, unless required by law or as protected by appropriate confidentiality agreements.

## **8. LEGAL REQUIREMENTS**

The Grantee agrees not to use any portion of the Grant for any of the following:

- (a) to operate itself in any manner which is not exclusively related to the Purpose or is not within its tax-exempt purpose (as stated in its certificate of incorporation or other comparable documents);
- (b) to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of sections 4945(d)(1) and 4945(e) of the Code);
- (c) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Code);
- (d) for any grant to an individual for travel, study, or other similar purposes (within the meaning of section 4945(d)(3) of the Code), unless such a grant satisfies the requirements of section 4945(g) of the Code;
- (e) for any grant to an organization described in section 4945(d)(4) of the Code unless the requirements of section 4945(h) of the Code (relating to the exercise of expenditure responsibility) are met;
- (f) for unreasonable administrative expenses or for other excessive expenses (as determined in Tipping Point's sole discretion);
- (g) for any purpose which is not exclusively religious, charitable, scientific, literary, or educational, or to foster national or international amateur sports competition (but not for the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Code);
- (h) to engage in any illegal, fraudulent or morally reprehensible (as determined in Tipping Point's sole discretion) behavior.

## **9. POLICY OF NON-DISCRIMINATION**

Tipping Point is making the Grant on the condition that the Grantee has a written anti-discrimination policy in effect and does not discriminate against people seeking either services or employment based on race, sex, religious creed, color, ancestry, age, sexual orientation, gender, national origin, physical disability, mental disability, medical condition or marital status (the "Anti-discrimination Policy"). In the event that the Anti-discrimination Policy is not in effect and enforceable by law at the time of execution of the Agreement or at any time during the Initial Term or the Extension, if applicable, the Agreement shall be deemed null and void and Grantee will be required to remit any portion of the Grant paid to date to Tipping Point within 60 days.

## **10. BOOKS AND RECORDS**

The Grantee will keep its financial and other records in a manner to adequately show the use of the Grant in accordance with the terms and provisions of the Agreement.

## **11. RIGHT TO CANCEL, MODIFY OR REVOKE PAYMENT**

The parties acknowledge and agree that Tipping Point has the right to cancel, modify or withhold any payment under the Agreement or to require a total or partial refund of the payment if Tipping Point, in its sole discretion, determines that:

- (a) the Grantee has used any portion of the Grant other than for the Purpose or has violated any provisions of the Agreement, including but not limited to Section 9, and any other applicable law and regulation;
- (b) the Grantee has failed to make substantial progress on the Goals; or,
- (c) cancellation, modification or revocation is necessary to protect Tipping Point's interests and other charitable activities.

Within 30 days of written notice of Tipping Point's decision to cancel or revoke payment, the Grantee shall remit any portion of the Grant requested by Tipping Point, in its sole discretion.

## **12. NOTIFICATIONS**

The Grantee agrees to notify Tipping Point in writing within two days of any significant changes in the Grantee's operations, organizational leadership, customary expenditures and any other developments that significantly impact Grantee's programs and operations.

## **13. MISCELLANEOUS**

The Agreement constitutes the entire agreement between Tipping Point and Grantee and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Tipping Point and the Grantee have caused the Agreement to be executed as of the date first written above by their authorized signatories.

City and County of San Francisco  
Department of Public Health

Address for Notices:  
101 Grove Street, 3rd Floor  
San Francisco, CA 94102

By: \_\_\_\_\_  
Dr. Grant Colfax  
Director

Tipping Point Community

Address for Notices:  
220 Montgomery Street, Suite 850  
San Francisco, CA 94104

By: \_\_\_\_\_  
Liz Bender  
COO

## EXHIBIT A DESCRIPTION OF GOAL

### OBJECTIVES AND OUTCOMES:

The San Francisco Department of Public Health (DPH) will create a new "Hummingbird Place" psychiatric respite center. Specifically:

- Grant funding will be used toward site identification and start-up costs, and 18 months of operations.
- DPH will identify an appropriate site for service.
- DPH will make appropriate renovations to the identified site as needed to accommodate approximately 15 overnight beds and 20 - 25 day programming slots.
- The target client population will include pre-contemplative individuals with behavioral health needs who are experiencing homelessness in San Francisco.
- DPH will contract with a community-based organization who will run the site and provide services.
- DPH and the community-based organization will work to establish referral pathways from hospitals, law enforcement (including the San Francisco jail), and the community.
- The programming at this center will include the following components: low-barrier access; day programming and overnight beds; unlimited length of overnight stays to facilitate transition to more stable housing or continued treatment; voluntary client participation; professional clinicians and peer counselors; and use of evidence-based practices such as motivational interviewing.
- Over the first 18 months of operation, DPH will aim to serve at least 300 unique individuals served through overnight stays and day programs, and will track and report exits of overnight guests.
- Over the first 18 months of operation, DPH aims that 35% of overnight guests who exit Hummingbird will do so to more stable housing or continued treatment.
- DPH commits to requesting ongoing funding through appropriate avenues, such as its FY21-22 Mayoral budget submission, to maintain the site after this grant terminates.

### PAYMENT OF THE GRANT

(a) The Grant is payable in three installments, to be paid in accordance with the following deliverables:

- A first installment of \$500,000 as described below in section (b), to facilitate site acquisition and start-up costs.
- Up to \$2.2 million to be disbursed when DPH provides written documentation of the following: 1) costs related to leasing and operating the identified site, 2) confirmation of selection of the community-based provider who will run Hummingbird, and 3) a memorandum of understanding or similar document demonstrating the City's commitment to cover ongoing costs at the end of this grant.
- Up to \$300,000 only to be disbursed if needed for renovations and upon provision of an invoice demonstrating costs

(b) Tipping Point will release the first installment of the Grant within 15 days after Tipping Point has received an executed copy of the Agreement signed by a person authorized by the board of directors of the Grantee to accept the Grant on the terms and conditions set forth herein.

(c) No funds may be used for purposes other than site identification, lease, renovations, operating expenses, indirect expenses, or salaries and employee benefits for the community-based organization that will run the new site, absent prior written approval by Tipping Point.