



TIPPING POINT
COMMUNITY

ONE-TIME GRANT AWARD AGREEMENT

The board of directors of Tipping Point Community ("Tipping Point") has authorized Tipping Point to award a \$612,000 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 April 12, 2017. 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 to fund an additional 34 respite beds for clients who have chronic medical needs that cannot be safely addressed in an emergency shelter setting.

The Grant will be capital support to expand the existing respite shelter at 1171 Mission Street by 34 beds to complete the scope of work in Exhibit A to this agreement. No funding received through this grant will supplant any existing City and County funding.

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 a term to commence on April 12, 2017 (the "Initial Term") and conclude on July 31, 2017. 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 May 11, 2017, the Agreement shall be deemed null and void.

3. PAYMENT OF THE GRANT

(a) The Grant is payable in a single installment to be paid in accordance with Section 3(b) and Section 12, and except as otherwise specified by the Agreement.

(b) Tipping Point will release a single installment of up to \$612,000 upon completion of the project (when beds become accessible to clients) and submission of an invoice of actual expenditures.

(c) No funds used by this grant will be used to supplant existing county funds.

4. REPORTING

Grantee shall provide a written report after three months of the respite beds being accessible to clients providing information on clients served including: number served, demographics, and health status.

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 partners and/or supporters, 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. Grantee shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity including but not limited to press releases and other reports, without the prior written consent of Tipping Point.

7. LEGAL REQUIREMENTS

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

(a) to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of sections 4945(d)(1) and 4945(e) of the Code);

- (b) 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);
- (c) 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;
- (d) 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;
- (e) for unreasonable administrative expenses or for other excessive expenses (as determined in Tipping Point's sole discretion);
- (f) 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);
- (g) to hire or recruit or refer for a fee for employment, or to continue to employ in the United States an alien, knowing that the alien is an unauthorized alien (as defined in 8 U.S.C. §1324a(h)(3) with respect to such employment, as provided under 8 U.S.C. §1324a(a)(1) and (2)); or
- (h) to engage in any illegal, fraudulent or morally reprehensible (as determined in Tipping Point's sole discretion) behavior.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

Department of Public Health

By: *Barbara Garcia* _____
Barbara Garcia
Director

Address for Notices:
City and County of San Francisco
Department of Public Health
101 Grove Street, 3rd Floor
San Francisco, CA 94102

Tipping Point Community

By: *Annie Ulevitch* _____
Annie Ulevitch
COO

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

EXHIBIT A

Reference Medical Respite Expansion (next page).



Edwin M. Lee
Mayor

San Francisco Department of Public Health

Medical Respite Expansion

Draft Proposal

Updated October 4, 2016

Background

San Francisco has over 10,000 homeless people living in shelters and on the streets, according to the DPH-CCMS in 2015. In addition to being homeless, many of these individuals have Mental Health and/or Substance Use Disorders and/or medical issues. Many of them receive services for those issues through DPH.

Homeless people with complex needs represent about 15% of the homeless population. In spite of frequent outreach efforts, many homeless people with complex needs remain on the streets and are very visible. There are few facilities serving this part of the homeless population. Emergency shelters turn homeless people with high needs away, because they cannot be served in that setting. The shelters don't have the right amount of staffing, personnel with the needed qualifications or the space.

The current Medical Respite has 45 beds and is very successful in treating people released from SFGH inpatient units, who need time to recover further. This program always has a long wait list of hospital referrals. Homeless people with the complex needs described above, do not usually have these kind of distinct and acute presenting problems. But, without the appropriate care, they are likely on the way to urgent and emergent settings.

Purpose of Respite Expansion

- Provide medical and psychosocial services in a shelter-like environment to homeless clients with chronic medical needs that cannot be addressed in the current emergency shelter system.
- Decrease 911 calls and EMT utilization, originating from shelters unable to address the presenting problems of homeless clients with chronic medical needs.
- Create safe non-emergency transfer/discharge options from the shelter system for homeless patients with chronic medical needs.

Services at Respite Expansion

Provide 34 beds for clients who have chronic medical needs that can not be safely addressed in an emergency shelter setting. This may include medically frail clients and those who need help with chronic health management, medication adherence, and direct social services, but do not have acute medical needs. The goal is to reduce exacerbation of illness and subsequent hospitalization.

The Respite Expansion will serve clients of or rejected by the emergency shelter system because of their needs. Assessment and referral will be provided by the DPH Emergency Shelter Nursing Team.

Services provided include:

- 22 male beds; some will be designed to meet additional accessibility needs
- 12 female beds; some will be designed to meet additional accessibility needs
- Dormitory style temporary housing
- Group meals, three times a day
- Hygiene (access to toilets, showers and washing machines)
- Nursing care

- Some Assistance with Activities of Daily Living (ADL)
- Case management and care coordination for ongoing psycho-social needs
- Hospitality, support services and safety monitoring
- Medication management, storage, safety, and coordination with outpatient pharmacies
- Transportation and escorts to key appointments; including, primary care, benefits and housing
- Discharge coordination with outside providers

Respite Expansion Site

Lease and rehabilitate the building at 1189 Mission Street to create a 30 Bed congregate facility with appropriate community space and staffing for this population. The lease start date is 5/1/2015 to gain site control and allow for construction start-up as soon as possible. The Department of Public Works (DPW) will be responsible for the construction. DPW has been assisted with building assessments, space development and construction cost analysis.

Facility Requirements include:

- Two separate dormitories; one for 22 beds with partitions for male clients and one for 12 beds with partitions for female clients
- Storage for clients' belongings (either bedside or lockers)
- Toilets (some ADA accessible; some urinals for men's area) and Showers (all with safety bars; at least one must be roll-in) in each dormitories
- Living/Group/Dining area; including couches, tables and chairs
- Staff offices and break room
- Staff bathroom
- Exam/interview room with a sink
- Supply and storage areas in the basement; including for additional client belongings
- Kitchen area for snacks and small meal prep; full meals will be prepared at the Medical Respite commercial kitchen next door

Staffing at Respite Expansion

A Community Based Organization (CBO) will be providing 24/7 staffing, general operations and custodial services via a contract with the Health Department.

DPH will be hiring a total of 2.0 FTE Registered Nurses (RN) and 1.0 FTE Licensed Clinical Social Workers (LCS) to provide the clinical care. Both operations/case management and clinical services will benefit from some staff efficiencies via the Medical Respite next door.