

File No. 200116

Committee Item No. J

Board Item No. 7

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date March 11, 2020

Board of Supervisors Meeting

Date March 17, 2020

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Linda Wong Date February 28, 2020  
 Completed by: Linda Wong Date March 13, 2020

1 [Accept and Expend Grant - Retroactive - Tipping Point Community - HB MH1921 HMM104  
2 Hummingbird Place - Tipping Point - \$3,000,000]

3 **Resolution retroactively authorizing the Department of Public Health to accept and**  
4 **expend a grant in the amount of \$3,000,000 from the Tipping Point Community to**  
5 **participate in a program, entitled "HB MH1921 HMM104 Hummingbird Place - Tipping**  
6 **Point," for the creation of a new psychiatric respite center, for a two year period**  
7 **beginning January 16, 2020, through January 15, 2022.**

8  
9 WHEREAS, The Tipping Point Community (TPC) has agreed to fund the Department of  
10 Public Health (DPH) in the amount of \$3,000,000 for the period of January 16, 2020, through  
11 January 15, 2022; and

12 WHEREAS, DPH will create a new "Hummingbird Place" psychiatric respite center; and

13 WHEREAS, DPH will aim to serve at least three hundred unique individuals through  
14 overnight stays and day programs; and

15 WHEREAS, The target client population will include pre-contemplative individuals with  
16 behavioral health needs who are experiencing homelessness in San Francisco; and

17 WHEREAS, The programming at this center will include low-barrier access, day  
18 programming, overnight beds, and unlimited length of overnight stays to facilitate transition to  
19 more stable housing or continued treatment; and

20 WHEREAS, The programming at this center will also include voluntary client  
21 participation, professional clinicians, peer counselors, and use of evidence-based practices  
22 such as motivational interviewing; and

23 WHEREAS, DPH will contract with a community-based organization who will run the  
24 site and provide services; and

1           WHEREAS, DPH will work to establish referral pathways from hospitals, law  
2 enforcement (including the San Francisco Jail), and the community; and

3           WHEREAS, A request for retroactive approval is being sought because DPH received  
4 the full award letter on December 19, 2019, for a project start date of January 16, 2020; and

5           WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

6           WHEREAS, The Department proposes to maximize use of available grant funds on  
7 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

8           RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in  
9 the grant budget; and, be it

10          FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
11 expend a grant in the amount of \$3,000,000 from the TPC; and, be it

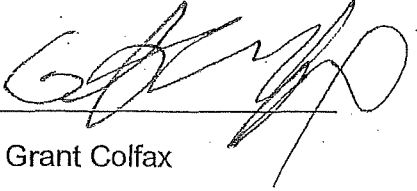
12          FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and  
13 expend the grant funds pursuant to the Administrative Code, Section 10.170-1; and, be it

14          FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
15 Agreement on behalf of the City; and, be it

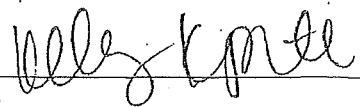
16          FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully  
17 executed by all parties, the Director of Health shall provide a copy to the Clerk of the Board of  
18 Supervisors for inclusion in the official file.

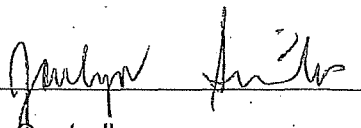
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Recommended:



Dr. Grant Colfax  
Director of Health

Approved:   
for Mayor

Approved:   
for Controller

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **HB MH1921 HMM104 Hummingbird Place – Tipping Point**
2. Department: **Department of Public Health**
3. Contact Person: **Kelly Hiramoto** Telephone: **415-206-4168**
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$3,000,000**
- 6a. Matching Funds Required: **\$0**  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: **Tipping Point Community**  
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: **The creation of a new “Hummingbird Place” Behavioral Health respite center site in San Francisco**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: **1/16/2020**                      End-Date: **1/15/2022**
- 10a. Amount budgeted for contractual services: **\$3,000,000**  
b. Will contractual services be put out to bid? **No**  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **N/A**  
d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**
- 11a. Does the budget include indirect costs?                       Yes                       No  
b1. If yes, how much? \$  
b2. How was the amount calculated?  
c1. If no, why are indirect costs not included?  
 Not allowed by granting agency                       To maximize use of grant funds on direct services  
 Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **25% of Salaries and fringe benefits.**

12. Any other significant grant requirements or comments:

**We respectfully request for approval to accept and expend these funds retroactive to Jan 16, 2020. The Department received the grant award letter on December 19, 2019,**

**This grant does not require an ASO amendment. No position to be funded by the grant.**

Proposal ID: **CTR00001593**

Version ID: **V101**

Project ID: **10035627**

Activity ID: **0001**

Fund ID: **11580**

Dept ID: **251984**

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)           |   |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:


Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Toni Rucker, PhD  
(Name)

DPH ADA Coordinator  
(Title)

Date Reviewed: 12-11-19


  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Dr. Grant Colfax  
(Name)

Director of Health  
(Title)

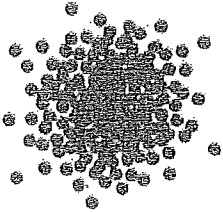
Date Reviewed: 12/13/19

  
(Signature Required)

San Francisco Department of Public Health  
 Tipping Point - New Hummingbird Site  
 Budget Justification for 24 months (1/16/2020 to 1/15/2022)

	Total Amount	
	1/16/20	1/15/22
<b>A. Personnel</b>	\$	-
<b>B. Fringe Benefits</b>	\$	-
<b>C. Travel</b>	\$	-
<b>D. Equipment</b>	\$	-
<b>E. Materials &amp; Supplies</b>	\$	-
<b>F. Contractual</b>		
Baker Place		
The Department has identified Baker Places, Inc. as the recipient of these grant funds. This program represents an expansion of existing services authorized under RFP 33-2018 Behavioral Health Respite Center to Baker Places, Inc.		
Salaries & Benefits, 19.66 FTEs	\$	1,425,000
Operating Expenses		
Occupancy - Utilities, Building Repair/Maintenance	\$	200,000
Materials & Supplies		
Office Supplies, Computer Supplies, Program Supplies, Medical and Household Supplies, Photocopying	\$	220,000
Local Travel	\$	20,000
Subcontractor		
Wipfli LLP/HFS Consultants - Contractor, Staff Training	\$	25,000
Carol Ferguson, Contractor, Medical Professional Service	\$	140,000
Class A Networks, LLC - Computer Services	\$	20,000
Other		
Client Food (Project Open Hand Lunch & Dinner)	\$	230,000
Client Furniture (frame, mattress, box spring, night stand)	\$	32,000
Staff Furniture	\$	6,000
Common Area Furniture (group room and living room)	\$	9,000
Client Transportation (taxi vouchers)	\$	10,000
Indirect Cost	\$	285,000
Contingency funds if renovations are needed for site operation	\$	378,000
	Total Contractual	\$ 3,000,000
<b>G. Construction</b>	\$	-
<b>H. Others</b>	\$	-
<b>I. Total Direct Charges</b>	\$	3,000,000
<b>J. Indirect cost</b>	\$	-
<b>Total Request</b>	\$	3,000,000





**TIPPING POINT**  
COMMUNITY

December 19, 2019

To whom it may concern,

This letter serves as confirmation that the board of Tipping Point Community, a California nonprofit public benefit corporation, has approved a grant of up to \$3 million to the San Francisco Department of Public Health (DPH) to support the creation of a second Hummingbird psychiatric respite site.

The gift will include funding related to siting, renovations, start-up costs, and operating costs for the new site for 18 months, as agreed upon with DPH.

Sincerely,

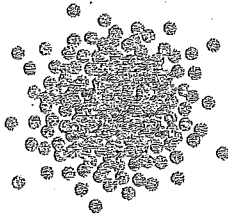
Liz Bender

Chief Operating Officer

220 Montgomery Street  
Suite 850  
San Francisco, CA 94104

P 415 348 1240  
F 415 348 1237

**MAKE POVERTY PREVENTABLE**



**TIPPING POINT  
COMMUNITY**

## **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**

*[Signature Page to One-Time Grant Award Agreement]*

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.





London N. Breed  
Mayor

Greg Wagner  
Acting Director of Health

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Dr. Grant Colfax  
Director of Health

**DATE:** 12/23/2019

**SUBJECT:** Grant Accept and Expend

**GRANT TITLE:** Accept and Expend Grant – HB MH1921 HMM104  
Hummingbird Place – Tipping Point - \$3,000,000

---

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):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Gregory Wong (greg.wong@sfdph.org) Phone: 554-2547

Interoffice Mail Address: Dept. of Public Health, Grants Administration for  
Community Programs, 101 Grove St # 108

Certified copy required Yes  No

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

*board of supervisors*  
2020 FEB -4 P 4: 30  
*received by gks*

*SK*

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Sophia Kittler  
RE: Accept and Expend Grant - Retroactive - HB MH1921 HMM104  
Hummingbird Place - Tipping Point - \$3,000,000  
DATE: Tuesday, February 4, 2020

---

**Resolution retroactively authorizing the Department of Public Health to accept and expend a grant in the amount of \$3,000,000 from the Tipping Point Community (TPC) to participate in a program, entitled "HB MH1921 HMM104 Hummingbird Place - Tipping Point," for the period of January 16, 2020, to January 15, 2022.**

Please note that Supervisor Mandelman is co-sponsor of this legislation.

Should you have any questions, please contact Sophia Kittler at 415-554-6153.



**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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #:  
200116

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

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

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

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT  Kelly Hiramoto	DEPARTMENT CONTACT TELEPHONE NUMBER  415-554-2828
FULL DEPARTMENT NAME  DPH DEPARTMENT OF HEALTH	DEPARTMENT CONTACT EMAIL  kelly.hiramoto@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR PRC/Baker Places Hummingbird Place	TELEPHONE NUMBER (415) 255-6544
STREET ADDRESS (including City, State and Zip Code) 1000 Brannan St., #401, San Francisco, CA 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (if applicable) 200116
DESCRIPTION OF AMOUNT OF CONTRACT \$3,000,000		
NATURE OF THE CONTRACT (Please describe) Hummingbird Place is a behavioral health respite facility, operated by PRC-Baker Places, Inc. The facility offers respite services to homeless clients referred by Psychiatric Emergency Services, as well as a variety of other medical and non medical sites.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	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	BROWNING	DOUG	Board of Directors
2	LUNNEN-ALEKS	LARRY	Board of Directors
3	JUSTUS	SCOTT	Board of Directors
4	MATHESON	BILL	Board of Directors
5	MICHAELS	JACQUES	Board of Directors
6	ROGER	KENT M.	Board of Directors
7	TREASTER	MERREDITH	Board of Directors
8	ANDREWS	BRETT	CEO
9	CHU	ANDY	Other Principal officer
10	TUOHY	JOE	COO
11	FOSTEL	JOHN	Other Principal officer
12	FITZSIMMONS	HELEN	CFO
13			
14			
15			
16			
17			
18			
19			

**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
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

**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
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

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
--	-------------

