



**OFFICE OF AGENCY DIRECTOR**

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June 24, 2023

The Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: ACCEPT THE TIPPING POINT COMMUNITY YOUTH HOMELESSNESS PROJECT FUNDING FROM TIPPING POINT COMMUNITY; APPROVE A CONSULTING AGREEMENT WITH TIPPING POINT COMMUNITY TO PREVENT HOMELESSNESS AMONG TRANSITIONAL AGED YOUTH IN THE AMOUNT OF \$80,000**

Dear Board Members:

**RECOMMENDATIONS**

- A. Accept the Tipping Point Community Youth Homelessness Project funding from Tipping Point Community (TPC) (Principal: Daniel Lurie, Location: San Francisco) to prevent homelessness among transitional aged youth (TAY) for the period of 7/1/23 – 6/30/24, in the amount of \$80,000;
- B. Approve a Consulting Agreement with Tipping Point Community (TPC) (Principal: Daniel Lurie, Location: San Francisco) to prevent homelessness among transitional aged youth (TAY) for the period of 7/1/23 – 6/30/24, in the amount of \$80,000;
- C. Delegate authority to the Health Care Services Agency Director, or designee, to execute the Consulting Agreement with Tipping Point Community, subject to review and approval by County Counsel, and submit an executed agreement to the Clerk of the Board for filing; and
- D. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$80,000

**DISCUSSION/SUMMARY**

Health Care Services Agency (HCSA) requests your Board to accept the Tipping Point Community Youth Homelessness Project funding and approve the Consulting Agreement with Tipping Point Community (TPC) to prevent youth homelessness for the period of 7/1/23 – 6/30/24, in the amount of \$80,000. TPC is a nonprofit in the San Francisco Bay Area that finds, funds, and strengthens the most promising poverty-fighting solutions. TPC's new Youth Homelessness work focuses on preventing and addressing homelessness among transitional aged youth (TAY), ages 18-24. Alameda County will serve as an Anchor Organization for the project and will participate in the TPC's Youth Homelessness Steering Committee. The Office of Homeless Care and Coordination will provide the following services included in the Consulting Agreement:

- Contribute towards the establishment of the Youth Homelessness community of practice (CoP) and provide leadership within and between county teams;

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- Participate in ongoing CoP meetings, Steering Committee meetings, and regional CoP sub-committee meetings to provide feedback on the direction and implementation of the youth homelessness project efforts;
- Represent county teams as the primary point of contact for the youth project;
- Provide in depth knowledge of local landscape to determine needs, gaps, disparities, and possible interventions for the community; and
- Coordinate with local city/county/jurisdictions, departments, and other stakeholders.

HCSA will be reimbursed for the activities and deliverables as outlined in the Consulting Agreement. HCSA requests your Board's approval to approve the Tipping Point Community Consulting Agreement to support increased coordination of youth homelessness prevention and to work toward ending youth homelessness.

### **FINANCING**

Funding for these recommendations (\$80,000) comes from the Tipping Point Community Youth Homelessness Project funding allocated to Alameda County and is not included in the HCSA Fiscal Year 2023-2024 Approved Budget. HCSA requests an increase in appropriation in the amount of \$80,000 with offsetting revenue of the same amount per the attached financial recommendation. Approval of these recommendations will have no impact on net County cost.

### **VISION 2026 GOALS**

Providing services to youth and young adults experiencing homelessness in Alameda County meets the 10X goal pathway of **Eliminating Homelessness** in support of our shared visions of a **Thriving & Resilient Population** and **Safe and Livable Communities**.

Sincerely,

DocuSigned by:  
  
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Colleen Chawla, Director  
Health Care Services Agency

AGENDA DATE:7/11/2023

BOARD LETTER SUBJECT:ACCEPT THE TIPPING POINT COMMUNITY YOUTH HOMELESSNESS PROJECT FUNDING

FROM TIPPING POINT COMMUNITY; APPROVE A CONSULTING AGREEMENT WITH TIPPING POINT COMMUNITY TO PREVENT HOMELESSNESS AMONG TRANSITONAL AGED YOUTH IN THE AMOUNT OF \$80,000

BUDGET YEAR:2024

FUND:10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	470510	00000		\$80,000
ORG TOTAL				\$80,000
Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0
GRAND TOTAL ANTICIPATED REVENUE				\$80,000

The increase (decrease) in appropriations, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	610000	00000		\$80,000
ORG TOTAL				\$80,000
Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0
GRAND TOTAL APPROPRIATION				\$80,000

## FINANCIAL RESOLUTION R-2023-361

PAGE: 1 OF 2  
 FILE NUMBER: 31052  
 MEETING DATE: 7/11/2023  
 ITEM NUMBER: 22  
 BY: 2024 FUND: 10000

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350100	470510	00000		\$80,000
ORG TOTAL				\$80,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$80,000

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350100	610000	00000		\$80,000
ORG TOTAL				\$80,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$80,000

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **11<sup>th</sup>** day of **July 2023**, to wit:

**AYES:** Supervisors Haubert, Márquez, Tam & President Miley – 4

**NOES:** None

**EXCUSED:** Supervisor Carson - 1

*Nate Miley*

**PRESIDENT, BOARD OF SUPERVISORS**

File No: 31052  
Agenda No: 22  
Document No: R-2023-361F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

**ATTEST:**  
Clerk, Board of Supervisors

By: *Mary Beth*

Deputy



## CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") is entered into and effective as of July 1, 2023 by and between the County of Alameda on behalf of its Alameda County Health Care Services Agency ("**Consultant**"), an entity having its principal offices at 1000 San Leandro Boulevard, Suite 300, San Leandro, CA 94577, and Tipping Point Community, a California nonprofit public benefit corporation ("**Tipping Point Community**" or "**TPC**"), having its principal office at 220 Montgomery Street, Suite 850, San Francisco, CA 94104.

The purpose of this Agreement is to set forth the terms and conditions under which Consultant will perform consulting services ("**Services**") for Tipping Point Community.

### A. Consulting Services

1. Consultant agrees to perform Services for Tipping Point Community as agreed by Consultant and Tipping Point Community from July 1, 2023 through June 30, 2024.
2. Services to be performed by Consultant will be as set forth in the attached Statement of Work, which is incorporated into this Agreement by this reference. Consultant agrees to perform Services in a professional manner and to meet schedules established in the applicable Statement of Work. Consultant agrees to promptly notify Tipping Point Community if it will not be able to comply with any provision of a Statement of Work, provided, however, that such notification shall not excuse or otherwise nullify any violation of a term of this Agreement or other breach of a duty or obligation.
3. Consultant shall perform the Services under the general guidance of Tipping Point Community, but Consultant shall determine the manner and means by which the Services are accomplished and Tipping Point Community agrees to abide by reasonable Consultant decisions. Consultant acknowledges that its services will be utilized by Tipping Point Community on an as-needed basis, and Tipping Point Community has no continuing obligation to use its services.
4. Consultant acknowledges that it is an independent contractor of Tipping Point Community, not an employee. In its capacity as an independent contractor, Consultant agrees and represents, that it (i) has the right to control and direct the means and methods of performing the Services; (ii) will supervise all of its personnel assigned to perform the Services; (iii) receives compensation from Tipping Point Community only as set forth in this Agreement and does not participate in benefits of any sort which Company offers to its employees; (iv) is responsible for paying all ordinary and necessary expenses of its employees, except to the extent this Agreement expressly provides for the reimbursement of such expenses; (v) shall, to the extent practical, keep its equipment, materials, drawings and the like separate from any Tipping Point Community property and will not remove any Tipping Point Community property from the premises without the prior written approval of an authorized representative of Tipping Point Community; and (vi) maintains a place of business at a location other than the premises of Tipping Point Community and renders services to other persons.
5. Nothing contained herein shall be construed to create an agency relationship, partnership, or a joint venture between Consultant and Tipping Point Community.

### B. Compensation

1. The rate of compensation to be paid to Consultant will be as set out in the Statement of Work.
2. Consultant shall not be treated as an employee for federal or state tax purposes and accordingly shall be responsible for the payment of any and all taxes due as a result of the Services performed by Consultant.

Consultant shall indemnify and hold harmless Tipping Point Community from any obligation to pay any sales or withholding taxes, social security, unemployment or disability insurance or similar charges including any interest or penalties, in connection with any payments made to Consultant. Tipping Point Community agrees to provide to Consultant a Form 1099-Misc covering payments for Services in January following each calendar year in which Consultant receives compensation from Tipping Point Community.

### **C. Confidentiality and Ownership**

1. Consultant represents and warrants that (i) it is free to enter into this Agreement; (ii) the services and work product it provides under any Statement of Work will be original and no third party shall have any ownership in or rights to such services or work product; (iii) no portion of any services or work product it provides under a Statement of Work, or its use or distribution by a client of Tipping Point Community, will violate or be prohibited by any right, title or interest of any kind of any third party entity; and (iv) it is not bound by any employment agreement, restrictions or obligations which would interfere or be inconsistent with the services it furnishes hereunder or its disclosure or use of any ideas, processes, designs, data, or other information in performing services hereunder.
2. Consultant acknowledges and agrees that any work product it creates under a Statement of Work is proprietary to and the exclusive property of Tipping Point Community, that Tipping Point Community has all right, title and interest in such work product, and that any such work product shall be considered "works made for hire" as such term is defined in the United States Copyright Act. Consultant acknowledges that it will not have or be deemed to have any right, title or interest in such work product under any trade secret, copyright, patent or related laws. Tipping Point Community grants to Consultant a non-transferable, royalty-free, perpetual, non-exclusive, license to use, adapt, perform, and reproduce the Documents and Materials for government, educational, academic, research, or non-commercial purposes.
3. The parties acknowledge that Consultant is a public agency and therefore subject to the California Public Records Act. The parties acknowledge that the California Public Records Act (California Government Code Section 6250 et seq.) and the California Ralph M. Brown Open Meeting Law (California Government Code Section 54950 et seq.) (the "Public Records Laws") govern disclosure and inspection of records and information in the custody, control or possession of a public agency, which include without limitation records that may be the subject of this Agreement.

### **D. Termination**

This Agreement can be terminated by either party upon two weeks' written notice of termination to the other party. The provisions of Section C shall survive any termination of this Agreement.

### **E. General Provisions**

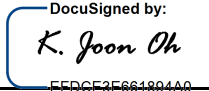
This Agreement shall be governed by the laws of the State of California applicable to contracts made in California between residents of California. No provision in this Agreement shall affect or interfere with Consultant's obligation to comply with all applicable laws and regulations, including without limitation the California Public Records Act.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date herein above written.

Consultant	Tipping Point Community
Signature	Signature DocuSigned by: <i>Liz Bender</i> 423EE151E62C42C...
Collen Chawla	Liz Bender
Director, Health Care Services Agency	Chief Operating Officer
Date	Date 8/2/2023

Approved as to Form: DONNA R. ZIEGLER,  
County Counsel for the County of Alameda

By:   
K. Joon Oh  
Deputy County Counsel



## Statement of Work

Consultant will provide the following services under the terms of Agreement, from July 1, 2023 through June 30, 2024.

### A. Tipping Point Community Contact

Lara Tannenbaum, Senior Program Officer, Regional Housing

### B. Specific Services

Tipping Point Community's new Youth Homelessness work focuses on preventing and addressing homelessness among transitional aged youth (TAY). In its work, TPC selects consultants to serve as Anchor Organizations (AO or Anchor Orgs) for each community funded by the project. The AO will participate in the Tipping Point's Youth Homelessness Steering Committee, contributing towards the establishment and success of various elements of the Youth Homelessness community of practice (CoP) and providing leadership within and between county teams.

The community of practice (CoP) includes representation from all Bay Area communities funded by TPC in service of its Youth Homelessness project. The CoP will comprise representatives from city and county governments, youth homelessness service providers, youth with lived experiences of homelessness or housing instability, and research partners. CoP members receive monetary compensation for staff time and resources devoted to participating in the CoP and will benefit from continuous opportunities to share with their peers, identify, develop, and receive funding for potential joint projects, and contribute to new regional research efforts.

### C. Activities

Participate in ongoing CoP meetings, Steering Committee meetings, and regional CoP sub-committee meetings to provide feedback on the direction and implementation of the youth homelessness project efforts:

- Executive-level participation in ongoing meetings is estimated to be 8-10 hours per quarter.

Represent county team as primary point of contact for the youth project:

- Primary point of contact with Tipping Point staff (minimum of quarterly check-ins), evaluator, facilitator, regional CoP members, and local stakeholders.

Provide in depth knowledge of local landscape:

- As needed, conduct additional community-specific landscape analysis, and create system-wide resource map.
- Lead efforts to obtain and use local data (Point In Time, other data), to determine needs, gaps, disparities, and possible interventions for the community.
- Mentor and support participating agencies from the same county.

Coordinate local city/county/jurisdictions, departments, and other stakeholders:

- Provide ongoing relationship development between the CoP and other ongoing local work to address youth homelessness, connecting efforts when appropriate (e.g., coordinated entry planning, Continuums of Care, existing Youth Advisory Boards, Youth Homeless Demonstration Project (YHDP) efforts).

- Convene regular (ideally monthly, minimally every other month) meetings of local stakeholders to address youth homelessness within the local community (or participate in existing youth homelessness focused meetings) to look at data, set priorities for new funding.
- Build meaningful relationships with stakeholders outside of the traditional homeless response system (e.g., business community, county child welfare and social services staff, McKinney Vento liaisons, youth development organizations, local elected officials) to keep them informed about the youth homelessness project, solicit ideas, and build support.

Lead cross county regional work as a steering committee member:

- Determine core advocacy issues and strategies for regional and/or state advocacy.
- Work with Tipping Point and the evaluation partner to determine research questions and evaluation focus.
- Ensure efforts, both within the county represented and across counties are looked at from an equity perspective (i.e., analyzing who benefits/does not benefit from interventions, supporting efforts to reduce disproportionality for youth of color and LGBTQ youth; ensuring data is disaggregated whenever possible).
- As is feasible, support data sharing efforts within and across participating counties.
- Ensure meaningful inclusion of youth/young adults with lived experience throughout all aspects of the initiative.

Disseminate the initiative's findings and advocacy to the community:

- Share findings with community organizations that work directly with impacted youth.
- As needed, recruit youth to share their testimonies on how current policies impact them.
- Participate in storytelling, advocacy, and broader systems change.

Coordinate potential opportunities through the Visa Foundation for employee engagement throughout the duration of the efforts.

Other activities to-be-determined by Tipping Point Community in conjunction with Anchor Orgs and CoP.

#### D. Deliverables

FY 24

Each of the deliverables described below require further refinement as the work is underway and the exact nature, form, and content of each will be mutually agreed upon with TPC.

- Landscape Analysis:
  - Obtain local data and determine needs, gaps, and possible interventions for the community.
- Systems/Services Mapping:
  - Identify local system wide resources (i.e., what exists to support young people experiencing a housing crisis, who provides the services, what are existing relationships between entities).

- Identify who is not part of this system that also touches youth experiencing a housing crisis (medical, food, education, etc.) who should be included in the youth homelessness efforts.
- Create a network of providers aware of and supporting young people experiencing a housing crisis.
- Community Goal Setting and Support:
  - Use local data to lead regional efforts to:
    - Set specific, measurable, 3-year impact goals for the community (prevention, housing, systems change, etc).
    - Set local advocacy and system change strategies.

Additional deliverables to-be-determined by Tipping Point Community in conjunction with Anchor Orgs and CoP. Some potential projects:

- Support the planning and implementation of at least one funded project that is jointly implemented by two or more local CoP members (or other local partners).
- Support development of region wide advocacy and system change strategy.

#### On-Going

Provide leadership to support each community to:

- Meet target goals for numbers of youth housed and numbers of youth prevented from becoming homeless.
- Achieve at least 1 local advocacy or system change goal.
- Achieve at least 1 multi county/regional/state advocacy and/or system change goal.

#### E. Budget

Anchor Organizations will be reimbursed for the activities and deliverables at the following rates. If an Anchor Org expects to exceed the individual budgeted amount for any activity or deliverable below (e.g., more than 6 CoP Meetings or more than 40 hours on the Data Analysis), they must request permission in writing from Tipping Point before exceeding the total. Payments will be issued upon receipt of invoice for the Activities and Deliverables below.

Flat Rate	Expected Count	Flat Rate	Total
CoP Meeting	6	\$2,000	\$12,000
Steering Committee	4	\$2,000	\$8,000
Regional meetings	Up to 12	\$1,000	\$12,000
		<b>Max Flat Rate Total:</b>	<b>\$32,000</b>
Hourly	Hours Available	Hourly Rate	Total
Data Analysis	40	\$250	\$10,000

Systems/Services Mapping	40	\$250	\$10,000
Community Goal Setting & Support	40	\$250	\$10,000
Additional Projects TBD	56	\$250	\$14,000
		<b>Max Hourly Total:</b>	<b>\$44,000</b>
CoP Incidentals, etc.			
Food/Meeting	NA		\$4,000
		<b>Max Incidentals:</b>	<b>\$4,000</b>
		<b>Total Contract Max Budget:</b>	<b>\$80,000</b>

#### F. Payment

1. Tipping Point Community will pay Consultant up to \$80,000 in year one for the specific services outlined in Section D of this Statement of Work.
2. Invoices are to be submitted on a quarterly basis to Tipping Point, in a format provided by Tipping Point Community, and will delineate flat rate, hourly, and incidental costs.
3. All invoices shall be approved by the TPC contact person above and by his or her supervisor.