

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
KINGDOM CAUSES, INC. DBA CITY NET FOR
STREET OUTREACH AND ENGAGEMENT SERVICES**

THIS STREET OUTREACH AND ENGAGEMENT AGREEMENT (“Agreement”) is made and entered into on this 6th day of December, 2022, by and between Kingdom Causes, Inc., dba City Net, a California nonprofit corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. In April, 2021, the City released Request for Proposals #21-061 (“RFP”) for the Homeless Outreach – Street Outreach and Engagement pilot program in the City of Santa Ana, which is service delivery for the specific purpose of reaching out to unsheltered homeless neighbors; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. The RFP allowed for selection of vendor to provide services for up to two (2) years with extensions.
- B. On October 6, 2021, the Parties entered into Agreement #A-2021-096 for said services and included the RFP as an exhibit to the Agreement #A-2021-096. On July 19, 2022, City Council approved a six-month amendment to extend Agreement #A-2021-096 with City Net through December 31, 2022.
- C. City seeks a Contractor which is qualified by experience, preparation, organization, staffing and management to operate programs on behalf of homeless individuals and is familiar with existing homeless services in the City. The City finds that the pilot program with City net was successful. Therefore, under the scope of the RFP, and by the services provided under Agreement #A-2021-096, the City seeks to engage Contractor to continue its Street Outreach and Engagement services in the City of Santa Ana consistent with requirements and term provided in the RFP.
- D. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform during the term of this Agreement, the tasks and obligations, including all labor, materials, tools, equipment, and incidental customary work, required to fully and adequately complete the services described and set forth in the Scope of Work attached hereto as **Exhibit A**.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges detailed in the Budget attached hereto as **Exhibit B**. The total sum to be expended during the term of this Agreement shall not exceed **\$2,801,700.10**, including any extension periods exercised under Section 3.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made, or shall be refunded, for work that fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.
- c. The compensation required pursuant to this Agreement will be paid by City to Contractor from multiple federal, state, and local funding sources (each individually a "Funding Source" and cumulatively the "Funding Sources"), including, but not limited to, the following:
 - i. HHAP
 - ii. ARPA

Contractor will be required to enter into a separate funding agreement for each Funding Source. Contractor will be required to comply with all requirements of each Funding Source, as detailed in the separate funding agreements. The total amount of compensation in said funding agreements shall count toward the total amount due and owing from City to Contractor under this Agreement, not compensation in addition to the total amount of this Agreement. If Contractor does not execute any of the separate funding agreements, Contractor will forfeit that amount of funding from that Funding Source, and City will have the option to terminate this Agreement pursuant to the terms of Section 15, below. Additionally, in the event any Funding Source is reduced by 25% or more, City will have the option to terminate this Agreement pursuant to the terms of Section 15, below.

3. TERM

This Agreement shall commence on January 1, 2023, and continue through December 31, 2023, unless terminated earlier in accordance with Section 15 below. The term of this Agreement may be extended up to three (3) additional one (1) year terms upon a writing executed by the City Manager and City Attorney.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall

it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

- a. **MINIMUM SCOPE AND LIMIT OF INSURANCE** Coverage shall be at least as broad as:
 1. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Not required if an automobile is not required to fulfill services.)

3. *Workers' Compensation*: insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable.)
 5. *Sexual Abuse or Molestation (SAM) Liability*: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
 6. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- b. Other Insurance Provisions – The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. *Additional Insured Status*: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later edition is used).
 2. *Primary Coverage*: For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. *Notice of Cancellation*: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 4. *Waiver of Subrogation*: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 5. *Self-Insured Retentions*: Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage

with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. *Acceptability of Insurers:* Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. *Claims Made Policies:* If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
8. *Verification of Coverage:* Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
9. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. *Special Risks or Circumstances:* City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and

hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

9. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

10. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential Information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that: (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor, disclosed in a publicly available source; (c) is in rightful possession of the

Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or, (e) is independently developed by the Contractor without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988

Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director
Community Development Agency
City of Santa Ana
20 Civic Center Plaza (M-25)
P.O. Box 1988
Santa Ana, California 92702
Fax:

To City Net:

Brad Fieldhouse
Executive Director
City Net
PO Box 90243
Long Beach, CA 90809
323-485-8881

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CITY NET:

By: Jose Montoya
Jose Montoya
Assistant City Attorney

Brad Fieldhouse
Brad Fieldhouse
Executive Director

RECOMMENDED FOR APPROVAL:

Michael Garcia
Executive Director
Community Development Agency

EXHIBIT A

Scope of Work



City Net

**2023 Santa Ana SMART
Scope of Work**

Project Overview

City Net respectfully proposes to continue the innovative response to traditional street outreach and engagement in the form of the Santa Ana Multi-Disciplinary Response Teams (SMART).

SMART provides an immediate response to calls for service to the city and to the Santa Ana Police Department (SAPD) that deal with quality-of-life issues that do not rise to the level of criminal activity or public safety. These calls for service generally regard homelessness, individuals dealing with mental health concerns and substance abuse.

The city of Santa Ana will divert calls from SAPD and from other city agencies to SMART teams to provide street outreach and engagement services that were previously provided by SAPD. The goal is to transition calls to subject matter experts who are highly trained in their profession of homeless services, crisis intervention, mental health, addiction and medical services in order to provide the best response to those in need. These experts rely on trauma informed techniques to de-escalate situations and bring them to a non-violent resolution. SMART teams only request the SAPD to respond if the situation presents criminal activity or public safety concerns.

Multi-disciplinary teams consist of homeless services outreach workers and a dedicated live call center with trained dispatchers. Outreach teams have direct access to professionals in the fields of medical health, mental health and behavioral health to provide specialized interventions in the field as needed without the need for an additional call. Teams will work across the city seven days a week from 7:00 am-9:00 pm responding to the community's needs for homeless services interventions.

Goals

1. Exit homeless neighbors from the streets of Santa Ana.
2. Divert homeless services calls that do not rise to the level of criminal activity or public safety from the city and from SAPD to multi-disciplinary team of homeless services professionals.
3. Provide safe COVID information and interventions to vulnerable homeless neighbors.
4. Develop a pilot for a regional response to homelessness that connects homeless neighbors to housing solutions throughout the region, through full participation in the Orange County Continuum of Care (CoC).

Compensation Tied to Performance

The city of Santa Ana will withhold ten percent of the total contract value pending a quarterly evaluation of performance to ensure City Net is meeting overall objectives, with particular emphasis on street exits. As City Net achieves quarterly street exit goals (see below), the city will reimburse 2.5% of the value of the contract per quarter. If goals are not met, this money will be withheld pending comprehensive performance review.



**2023 Santa Ana SMART
Scope of Work**

Deliverables (see endnotes for descriptions of terms below)

City Net will provide street outreach and engagement services to 5,250 (duplicated) homeless neighbors in Santa Ana, with 600 (unduplicated) persons linked to shelter and housing:

	Quarterly Goal	Annual Goal
Street Exits ⁱ	150	600
Outreach Contacts ⁱⁱ	1,312	5,250
COVID-19 Engagements ⁱⁱⁱ	125	500
Calls Dispatched ^{iv}	1,750	7,000
Case Management ^v	200	800

Program Performance Outcomes Matrix

2023 Santa Ana SMART		Regional Director	Program Supervisors	Dispatch Staff	Case Managers	MSW Clinicians	Data Analyst	Executive Leadership
Performance Outcome	Outcome Metric							
Street Exits	150 street exits/quarter	C	A	I	R		I	I
Outreach Contacts	1,312 Outreach Contacts/quarter	C	A	I	R	I	I	I
COVID Engagements	500 COVID engagements/quarter	C	A	I	R		I	I
Case management	200/quarter	C	A	I	R	I	I	I
Calls dispatched	1,750 calls dispatched/quarter	C	A	R	I		I	I
Mental Health Assessments	10 mental health assessments/quarter	C	A	I	C	R	I	I
Data Quality (HMIS)	100% complete/timely data	C	A		C		R	I

Key

Responsible (R): Those who do the work to achieve the task.

Accountable (A): The one ultimately accountable for the correct and thorough completion of the deliverable or task, and the one to whom Responsible staff are accountable. There is only one person accountable for each task or deliverable.

Consulted (C): Those whose opinions are sought; and with whom there is two-way communication.

Informed (I): Those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication.



City Net

**2023 Santa Ana SMART
Scope of Work**

Types of Services

City Net street outreach services include services in the following categories: engagement services, case management, emergency health, emergency mental health, transportation, services for special populations, and COVID-19 services.

These activities are intended to help homeless neighbors obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living. Supportive services may include providing access to and assistance in obtaining:

- Medicaid/Medi-Cal
- Women, Infants and Children (WIC)
- Food Stamps/Cal-Fresh/EBT
- Federal-State Unemployment Insurance Program
- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI)
- General Relief (GR)
- Other mainstream resources such as housing, health, social services, employment, education services and youth programs that an individual or family may be eligible to receive.

Engagement Services

Engagement Services are activities to locate, identify, and build relationships with unsheltered homeless individuals to offer immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and other housing programs. Specific activities include:

- Conducting an initial assessment of client needs and eligibility
- Providing informal crisis counseling
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
- Actively connecting and providing information and referrals to needed services.

Case Management

Case management activities to assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Specific activities include:

- Assessment and intake using HMIS
- Conducting initial evaluations including, verifying and documenting eligibility
- Counseling
- Developing/securing/coordinating services
- Helping obtain Federal, State, and local benefits
- Monitoring and evaluating program participant progress in particular programs
- Providing information and referrals to other providers

City Net – Local Field Office: 611 W. Civic Center Drive, Suite 400, Santa Ana, CA 92705



City Net

2023 Santa Ana SMART Scope of Work

- Developing an individualized housing stabilization plan that leads to the attainment of stable permanent housing.

Emergency Health

City Net will refer homeless neighbors to emergency health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. An example of emergency health services to which City Net will refer homeless neighbors is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility. City Net may assist healthcare professionals in the case management aspects of the following activities:

- Assessing health problems and developing treatment plans
- Assistance in understanding health needs
- Providing directly or assisting to obtain appropriate emergency medical treatment
- Providing medication and follow-up services.

Emergency Mental Health

City Net will refer homeless neighbors to emergency mental health services to the extent that other customary emergency mental health services and treatments are unavailable or inaccessible to the homeless neighbor. An example of emergency health services to which City Net will refer homeless neighbors is outpatient treatment of urgent mental health conditions by licensed professionals in community-based setting (e.g., streets, parks, and campgrounds) to those eligible participants unable or unwilling to access emergency shelter or an appropriate mental health care facility. City Net may assist mental healthcare professionals in the case management aspects of the following activities:

- Crisis intervention
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems.

Transportation

Occasionally, City Net may engage in transportation activities, including:

- Transporting unsheltered people to emergency shelters, emergency health, emergency mental health, or other service facilities
- Provision of public transportation for participants
- Transportation costs (bus tickets, gas, minor car repairs, etc.) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there.
- Assisting program participants to use public transportation.

Services for Special Populations

City Net – Local Field Office: 611 W. Civic Center Drive, Suite 400, Santa Ana, CA 92705



City Net

**2023 Santa Ana SMART
Scope of Work**

Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including connections to services offered by rape crisis centers, domestic violence shelters, and other organizations that serve persons who meet the HUD homeless definition and have special needs.

Food and Emergency Services

Food and other emergency services will be given to clients primarily as they first move into housing and for emergency circumstances. During the duration of their tenancy, clients will be connected to food banks and service agencies in the community as their primary resource for emergency needs.

COVID-19 Services

COVID-19 has caused widespread concern for the health and safety of those experiencing homelessness, as well as concern for the environment and safety of greater community members and visitors. Living unsheltered may allow people to increase physical distance between themselves and others. However, sleeping outdoors does not provide protection from the environment, personal safety, adequate access to hygiene and sanitation facilities, or connection to services and healthcare.

During the pandemic, City Net's street outreach and engagement staff are ensuring that unsheltered homeless neighbors have access to services and updated information about COVID-19, by working to:

- Provide information to educate people about COVID-19: where they can get tested, how it spreads, health impacts, common symptoms, and other features of the disease.
- Use health messages and materials developed by credible public health sources, such as local and state public health departments or the Centers for Disease Control and Prevention (CDC).
- Provide educational materials about COVID-19 for non-English speakers, those with low literacy or intellectual disabilities, and people who are hearing or vision impaired.
- Ensure communication with clients about changes in homeless services policies and/or changes in physical location of services such as food, water, hygiene facilities, regular healthcare, and behavioral health resources.
- Provide health and hygiene interventions:
 - Recommend that all clients wear masks any time they are around other people, noting exceptions such as young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.
 - Provide clients with hygiene materials including items such as hand sanitizer, soap, shampoo, cleansing wipes, socks, blankets, non-perishable snacks, bottled water, sunscreen, gloves, toothbrush, toothpaste, and other items depending on client needs.
 - Discourage clients from spending time in crowded places or gathering in large groups, for example at locations where food, water, or hygiene supplies are being distributed.



City Net

2023 Santa Ana SMART Scope of Work

- If it is not possible for clients and staff to avoid crowded places, encourage spreading out (at least 6 feet between people) to the extent possible.
- Encourage proper waste disposal to prevent spread of disease and minimize risk.
- Continue providing linkages to homeless services, housing, medical, mental health, and substance use treatment, including provision of medication-assisted therapies.
- Maintain up-to-date contact information and areas frequented for each person.
- Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness.
- Engage individuals and families not yet working with a CES Partner Agency, with a primary focus on unsheltered families and individuals in encampments.
- Conduct frequent visits to encampments known to have persons experiencing homelessness throughout the city.

General Approach

City Net engages in street outreach services for homeless neighbors as described below.

Housing First

All City Net programs are informed by and consistent with Housing First principals. Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income. Under the Housing First approach, anyone experiencing homelessness is connected to a permanent home as quickly as possible, and programs remove barriers to accessing the housing, like requirements for sobriety or absence of criminal history. It is based on Maslow's hierarchy of needs: people must access necessities—like a safe place to live and food to eat—before being able to achieve quality of life or pursue personal goals. Finally, Housing First values choice not only in where to live, but whether to participate in services.

Trauma-Informed Care

City Net assumes that individuals and families who are homeless have been exposed to trauma. Research has shown that individuals who are homeless are likely to have experienced some form of previous trauma; homelessness itself can be viewed as a traumatic experience; and being homeless increases the risk of further victimization and retraumatization.

Therefore, our programs, policies and procedures are designed not only to respond to the immediate crisis of homelessness, but also to contribute to the longer-term healing of homeless individuals. Trauma-Informed Care (TIC) offers a framework for providing services to traumatized individuals within a variety of service settings, including homelessness service settings.

Since trauma also influences how people approach and respond to services, City Net strives to recognize



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trauma symptoms, acknowledge the role that trauma has played in clients' lives, and better understand and address the needs of those with trauma histories. The goal of this approach is to avoid retraumatization and exacerbation of trauma symptoms.

This change in understanding can be illustrated by the difference between the questions “What’s wrong with you?” vs. “What has happened to you?” While the terms violence, trauma, abuse, and post-traumatic stress disorder (PTSD) are frequently used interchangeably, it is useful to think of trauma as a response to violence or other overpowering negative experience such as abuse. Trauma refers to both the event and the particular response to an event. PTSD is one type of disorder resulting from trauma. Becoming “traumatized” varies greatly among individuals, and not everyone exposed to a potential traumatic event will be traumatized. Trauma begins with an event or experience that overwhelms normal coping mechanisms. There are physical and psychological reactions—which are normal—in response. Retraumatization refers to the psychological and/or physiological experience of being “triggered,” i.e., when an environmental cue related to the trauma—such as a smell or a sound—triggers a full fight-or-flight response. Although environmental triggers cannot be eliminated, City Net seeks to create an environment—both a physical environment, and a framework of compassionate understanding in which the trauma survivor feels safe.

Motivational Interviewing

City Net employs Motivational Interviewing (MI) techniques in its programs. MI is a counseling method that helps people resolve ambivalent feelings and insecurities to find the internal motivation they need to change their behavior. It is a practical, empathetic, and short-term process that takes into consideration how difficult it is to make life changes.

The core components of MI are to:

- Express and show empathy towards clients
- Support and articulate discrepancies between clients’ goals and choices that take them away from goals
- Deal with resistance without confrontation
- Support self-efficacy
- Support client autonomy

Continuum of Care Participation

Since the inception of our work in Santa Ana in 2016 (when we were contracted to offer meals, supportive services and case management at the Courtyard in a county contract), City Net has been a full participant in the Orange County Continuum of Care (CoC).

City Net staff are regular participants in CoC Coordinated Entry System (CES) case conferencing meetings, data committee meetings, street outreach and engagement committee meetings, among



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others.

In addition, City Net Chief Program Officer Jessica Bruce co-chairs the CoC Street Outreach Committee, and City Net Executive Vice President Matt Bates is an elected member of the CoC Board of Directors, and an appointee to the Systems, Policies and Procedures committee and is a CoC Board of Directors representative on the Commission to End Homelessness.

HMIS

All clients in this proposed project will be entered into/screened through the Orange County Homeless Management Information System (HMIS) and, as appropriate for prospective candidates, the Coordinated Entry System (CES). City Net staff are trained in these systems, and our written policies and procedures state their work must be coordinated through these systems.

In addition to assuring that resources flow to the most vulnerable homeless individuals (through CES), these systems also provide a safeguard against duplication of services because we can see in HMIS what other services and benefits the client is receiving, as well as the agency who may be providing these services. Our case managers and housing navigators are trained to reach out to their counterparts at these other agencies to confirm provision of services, to case conference, and to clarify any questions around potential duplication.

Of relevance to this proposal, in Orange County, City Net has provided assessments and intakes to thousands of clients in partnership with the county, including in the following projects:

- Orange County Flood Control Channel (outreach, engagement, bridge housing)
- Courtyard Transitional Center (case management, connections to housing)
- HEAP/HDAP (outreach and engagement, assessments, housing)
- Santa Ana Armory (shelter operations, case management)

Permanent Housing

Case managers link clients to the Coordinated Entry System (CES) to provide ongoing engagement, document collection, and case management services to facilitate a match to an appropriate permanent housing resource. Case managers also provide services in the context of CES, which is voluntary and client-centered, with the goal of identifying strengths and client-directed goals, while promoting health, recognition, and well-being with a focus on linking the client to a permanent housing resource and providing the necessary services needed to promote housing stability.

Client Referral Process

In accordance with our street outreach and engagement policies and procedures, City Net staff record all assessments and subsequent services in the Homeless Management Information System (HMIS), which requires them to enter and maintain timely and complete client data.



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City Net Case Managers and Housing Navigators are oriented to and trained in resources, homeless services, and organizations for collaboration and referral. They are highly trained to connect residents to shelter and housing resources, including in case managing clients from the streets into permanent supportive housing through CES. Staff representatives attend the local CoC meetings-- Homeless Provider Forum, Case Management Forum, Implementation Committees and the like. Resource lists are updated regularly and kept on-site. Protocols for offering and accepting referrals from other agencies are reviewed by staff, updated, shared, and kept in a manual in the City Net offices.

City Net will refer homeless neighbors to emergency health and/or emergency mental health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. A referral example is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.



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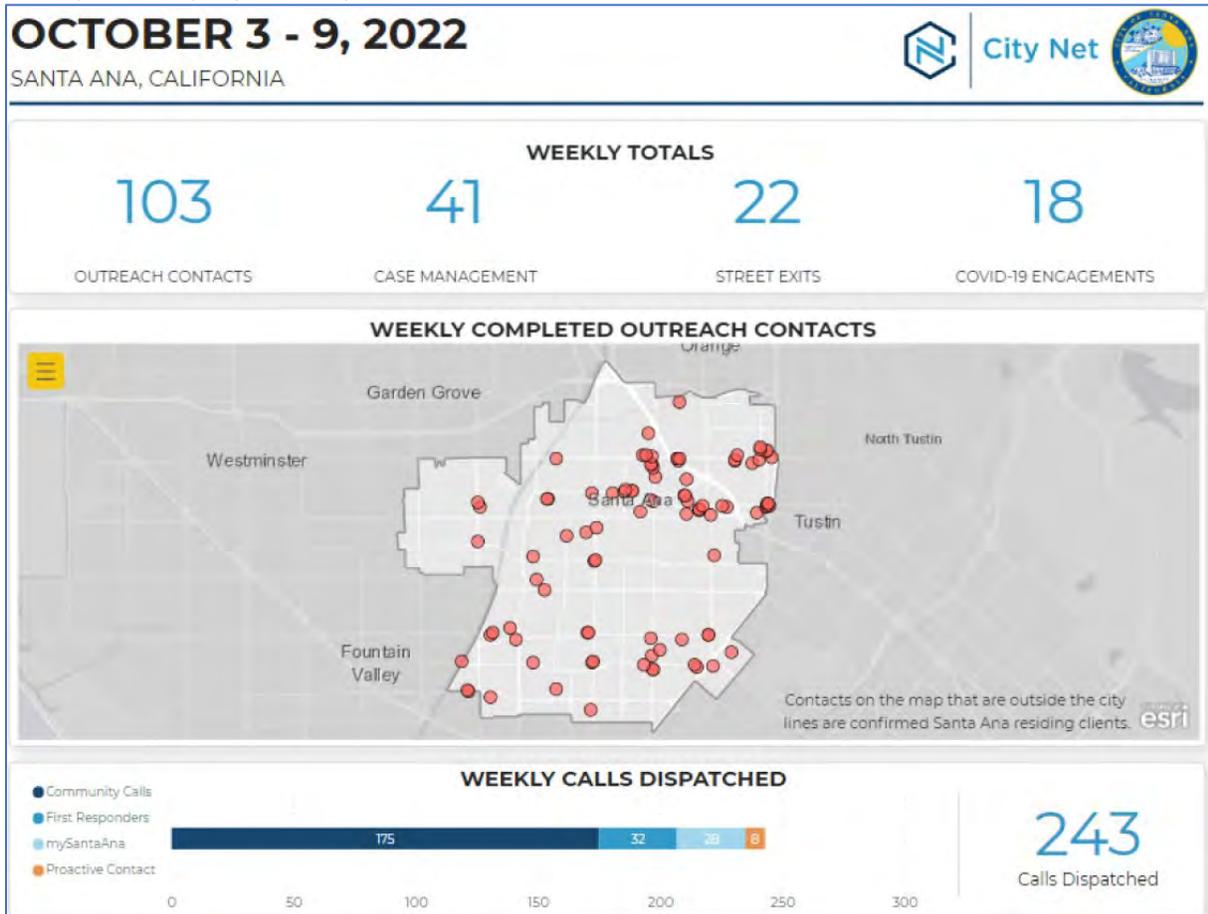
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Reporting

City Net will submit weekly dashboard reports that provide totals from the previous week and cumulative totals from project inception. Monthly, quarterly, and Project-to-Date reports, with cumulative data will be produced periodically and upon request. The following data elements will be included:

- Outreach Contacts
- Case Management
- Street Exits
- COVID-19 Engagements
- Calls Dispatched

A sample weekly report is copied here:



City Net – Local Field Office: 611 W. Civic Center Drive, Suite 400, Santa Ana, CA 92705



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- ⁱ Street Exits are defined by HUD and enumerated in the HUD systems performance report, and City Net uses these designations for all street exits achieved through the efforts of two or more agencies working together within the context of the homeless collaborative in the city. HUD designates some of these street exits as “temporary” and some as “permanent”, and City Net exercises discretion to count as exited those homeless neighbors who have a reasonable plan in place to move from temporary shelter to permanent housing. Street exits may also reflect duplicated numbers as individuals may enter, then exit, then reenter shelter/housing multiple times during the reporting period, and HUD guidelines require that City Net count these as multiple street exits even when referring to a single individual.
- ⁱⁱ Outreach Contacts reflect the number of interactions for the specific purpose of reaching out to unsheltered homeless neighbors in a process of building trust and offering support toward the long-term goal of connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. These activities are intended to help homeless neighbors to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; housing stability case management; and other Federal, State, local, or private assistance available to assist the program participant in obtaining housing stability. This number can include multiple contacts with a single individual within any given reporting period.
- ⁱⁱⁱ COVID-19 Engagements reflect the number of interactions by City Net’s street outreach and engagement staff to ensure that unsheltered homeless neighbors have access to services and updated information about COVID-19, by working to:
- Provide information to educate people about COVID-19: where they can get tested, how it spreads, health impacts, common symptoms, and other features of the disease.
 - Use health messages and materials developed by credible public health sources, such as local and state public health departments or the Centers for Disease Control and Prevention (CDC).
 - Provide educational materials about COVID-19 for non-English speakers, those with low literacy or intellectual disabilities, and people who are hearing or vision impaired.
 - Ensure communication with clients about changes in homeless services policies and/or changes in physical location of services such as food, water, hygiene facilities, regular healthcare, and behavioral health resources.
 - Provide health and hygiene interventions:
 - o Recommend that all clients wear masks any time they are around other people, noting exceptions such as young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.
 - o Provide clients with hygiene materials including items such as hand sanitizer, soap, shampoo, cleansing wipes, socks, blankets, non-perishable snacks, bottled water, sunscreen, gloves, toothbrush, toothpaste, and other items depending on client needs.
 - o Discourage clients from spending time in crowded places or gathering in large groups, for example at locations where food, water, or hygiene supplies are being distributed.
 - o If it is not possible for clients and staff to avoid crowded places, encourage spreading out (at least 6 feet between people) to the extent possible.
 - Encourage proper waste disposal to prevent spread of disease and minimize risk.
 - Continue providing linkages to homeless services, housing, medical, mental health, and substance use treatment, including provision of medication-assisted therapies.
 - Maintain up-to-date contact information and areas frequented for each person.
 - Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness.

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- Engage individuals and families not yet working with a CES Partner Agency, with a primary focus on unsheltered families and individuals in encampments.
 - Conduct frequent visits to encampments known to have persons experiencing homelessness throughout the city.
 - Record all assessments and subsequent services in the Homeless Management Information System (HMIS). Enter and maintain timely and complete client data.
 - Link clients to the Coordinated Entry System (CES) to provide ongoing engagement, document collection, and case management services to facilitate a match to an appropriate housing resource.
 - Case Management in the context of CES, which is voluntary and client-centered, with the goal of identifying strengths and client-directed goals, while promoting health, recognition, and well-being with a focus on linking the client to a permanent housing resource and providing the necessary services needed to promote housing stability.

This number can include multiple contacts with a single individual within any given reporting period.

^{iv} Calls Dispatched refers to the volume of calls that are received and handled by City Net Dispatch. These calls are received from the following sources: Santa Ana First Responders (SAPD, Santa Ana Fire and Rescue, Santa Ana city staff, etc.), Community Calls, and mySantaAna app/web referrals, as well as proactive calls that SMART teams log as they conduct street outreach and engagement on the streets of Santa Ana. Calls Dispatched do not translate 1:1 to Outreach Contacts because SMART may receive multiple calls for a single individual, and, in other cases, teams may arrive on scene but not connect to the individual because the individual has vacated the premises while the team was en route. This number can include multiple contacts with a single individual within any given reporting period.

^v Case Management reflects the number of homeless neighbors who voluntarily engage in a formal, written case management relationship with City Net. Clients sign permission to allow City Net case managers to work with them to achieve progress on a mutually agreed upon plan to attain housing and supportive services. Case managers follow-up with housed clients for up to 6 months after housing to ensure a successful placement. Active cases are engaged once a week on average and are considered inactive after 90 days of no contact. This is an unduplicated number that changes over time as former clients exit case management and new clients enroll.

EXHIBIT B

Budget



Santa Ana SMART Multidisciplinary Street Outreach
and Engagement with Live Dispatch
Cost Proposal

Santa Ana SMART, Jan 1, 2023 - Dec 31, 2023
Live phone response, 7 days/week, 9:00am to 9:00pm
2-3 teams, M-F 7:00am to 9:00pm, 1 team Sa-Su, 9:00am to 9:00pm

Labor						
Title/Role	Description	Fully Loaded Compensation	Hrs/week	Wks	FTE	TOTAL
Regional Director	Project compliance with management, operations and public safety standards to achieve programmatic outcomes	\$52.08	8	52.00	0.20	\$21,665.28
Program Supervisor	Project supervision, staff management	\$43.21	40	52.00	2.00	\$179,753.60
Dispatch Supervisor	Call center supervisor	\$38.29	20	52.00	0.50	\$159,269.55
Lead Dispatch	Live call response leader	\$32.17	20	52.00	0.50	\$33,459.11
Dispatch Staff	Live call response	\$27.72	40	52.00	4.00	\$230,630.40
Lead Case Managers	Outreach and Engagement (O+E) shift leaders	\$32.17	40	52.00	2.00	\$133,836.46
Case Manager II	O+E, case management	\$29.00	40	52.00	12.00	\$723,840.00
Case Manager I	O+E, case management, safety and peer specialists	\$27.72	40	52.00	4.00	\$230,630.40
MSW Clinicians	O+E, case management	\$40.63	40	52.00	2.00	\$169,012.69
Data Analyst	HMIS data entry, reporting, compliance	\$28.00	30	52.00	0.75	\$43,680.00
Executive leadership	Project oversight, quality control, communications, problem solving	\$79.50	4	52.00	0.10	\$16,536.00
Finance and billing	Payroll, billing	\$29.26	8	52.00	0.20	\$12,172.16
Human resources	Staff recruiting, hiring, training, disputes	\$29.68	4	52.00	0.10	\$6,173.44
Operations	Inventory, purchasing, technical support	\$26.00	4	52.00	0.10	\$5,408.00
Labor Subtotal:					28.45	\$1,966,067.09

Operations and Program Expenses		
Item	Description	TOTAL
Client Services	Client transport (8 vehicles): vehicle lease, gas, vehicle insurance, maintenance	\$192,000.00
Client Services	Rapid rehousing fees	\$40,000.00
Client Services	Emergency Shelter motel vouchers	\$40,000.00
Client Services	Medical services/telemedicine services	\$2,500.00
Client Services	LCSW contract for disabling condition documentation and mental health services	\$50,000.00
Community Engagemen	Resource development, communications, city department liaison	\$50,000.00
Rent	Office space and office equipment/furniture rental	\$102,420.00
Equipment	Phones, computers (hardware and software) and equipment	\$20,484.00
Materials and Supplies	Personal Protective Equipment (PPE) for staff and clients (masks, gloves, face shields, proximity suits, trash bags, etc.) with replacements	\$10,128.00
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.	\$20,484.00
Materials and Supplies	IT support and client management software licenses	\$29,872.50
Materials and Supplies	Financial audit	\$10,242.00
Materials and Supplies	Liability Insurance	\$12,802.50
Administrative Expenses Subtotal:		\$580,933.00

Administration		
Category	Description	TOTAL
Indirect Costs/Performance Reserve	At 10%: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other type of required insurance not listed above, legal, staff development, contingencies, etc.) Payable in quarterly installments upon successful completion of performance objectives.	\$254,700.01
Administration subtotal:		\$254,700.01

Project TOTAL		\$2,801,700.10
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