

ATTACHMENT B

Contract Summary

BC 13-065

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1.	Fiscal Year.....	2012-2013
D2.	Budget Unit Number (plus –Ship/Bill codes in parenthesis).....	
D3.	Requisition Number	
D4.	Department Name	Community Services
D5.	Contact Person.....	AJ Quinoveva
D6.	Telephone.....	(805) 560-1090

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Casa Esperanza Subrecipient Agree.
K3.	Original Contract Amount	\$156,763
K4.	Contract Begin Date	July 1, 2012
K5.	Original Contract End Date.....	June 30, 2013
K6.	Amendment History (leave blank if no prior amendments)	
K7.	Department Project Number	

B1.	Is this a Board Contract? (Yes/No)	Yes
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid).....	
B5.	If Board waived bids, show Agenda Date	N/A
	and Agenda Item Number.....	N/A
B7.	Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)	N/A

F1.	Encumbrance Transaction Code	
F2.	Current Year Encumbrance Amount.....	
F3.	Fund Number.....	0001
F4.	Department Number	057
F5.	Division Number (if applicable)	
F6.	Account Number.....	
F7.	Cost Center number (if applicable)	
F8.	Payment Terms	Quarterly

V1.	Vendor Numbers (A=Auditor; P=Purchasing)	
V2.	Payee/Contractor Name.....	Casa Esperanza Homeless Center
V3.	Mailing Address	816 Cacique Street
V4.	City State (two-letter) Zip (include +4 if known).....	Santa Barbara, CA 93103
V5.	Telephone Number	
V7.	Contact Person	Michael Foley, Executive Director
V8.	Workers Comp Insurance Expiration Date.....	
V9.	Liability Insurance Expiration Date[s] (G=Genl; P=Profl).....	
V10.	Professional License Number	
V11.	Verified by (name of county staff)	Dinah Lockhart

V12 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 9-10-12 Authorized Signature: 

ATTACHMENT B

**2012-2013
Supportive Housing Program
Subrecipient Agreement
(\$156,763)**

Between

County of Santa Barbara

and

Casa Esperanza Homeless Center



Casa Esperanza Day Center

Supportive Housing Program

Catalog of Federal Domestic Assistance Number 14.235

Contract Number CA0596B9D031104

COUNTY OF SANTA BARBARA

2012-2013 SUPPORTIVE HOUSING PROGRAM (SHP) SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered by and between the County of Santa Barbara (herein called the "COUNTY") and Casa Esperanza Homeless Center (herein called the "SUBRECIPIENT"),

WITNESSETH THAT

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability for the Continuum of Care Homeless Assistance Competition (NOFA) published on August 30 2011; and

WHEREAS, COUNTY responded to the NOFA by submitting a consolidated application for the County of Santa Barbara; and

WHEREAS, HUD has entered into various grant agreements with COUNTY to implement HUD's Supportive Housing Program (SHP), which includes the Casa Esperanza Day Center (herein called the "SUBRECIPIENT PROGRAM") under Title IV of the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C., § 11301 et seq.), Subtitle C, as amended, hereinafter called the "Act"; and

WHEREAS, SUBRECIPIENT desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"ADMINISTRATIVE COSTS" mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to HUD and/or COUNTY, obtaining program audits, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

"AGREEMENT" means this legally binding contract entered into by and between COUNTY and SUBRECIPIENT.

"COUNTY" means the County of Santa Barbara, a political subdivision of the State of California.

"HOMELESS" is defined in 24 CFR 583.5, as may be amended, and means: (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned

building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C., § 5732a); section 637 of the Head Start Act (42 U.S.C., § 9832); section 41403 of the Violence Against Women Act of 1994 (42 U.S.C., § 14043e-2); section 330(h) of the Public Health Service Act (42 U.S.C., § 254b(h)); section 3 of the Food and Nutrition Act of 2008 (7 U.S.C., § 2012); section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C., § 1786(b)); or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C., § 11434a); all implementing regulations; and, all as may be amended; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

"HOMELESS MANAGEMENT INFORMATION SYSTEMS" ("HMIS") means a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.

"HUD" means the United States Department of Housing and Urban Development.

"OPERATING COSTS" means expenses incurred by SUBRECIPIENT operating Supportive Housing with respect to (A) the administration, maintenance, repair, and security of such housing; (B) utilities, fuel, furnishings, and equipment for such housing; or (C) coordination of services as needed to ensure long-term housing stability.

"OPERATING START DATE" means the date that SUBRECIPIENT can begin incurring eligible Administrative Costs and Supportive Services costs.

"OPERATING YEAR" means the twelve (12)-month period beginning on the Operating Start Date.

"PROGRAM APPLICATION" means the application submitted to HUD for funding to operate SUBRECIPIENT PROGRAM attached hereto as Exhibit B.

"PROGRAM BUDGET" means the budget for activities set forth in Exhibit C to this Agreement and incorporated herein.

"PROGRAM COSTS" means any and all costs, fees or expenses incurred in connection with the SUBRECIPIENT PROGRAM, including Administrative Costs and Supportive Services costs.

"PROGRAM DESCRIPTION" means the overall SUBRECIPIENT PROGRAM funded under this Agreement as set forth in the Program Application and the Program Description attached and incorporated herein by this reference herein as Exhibit A.

"SUPPORTIVE HOUSING PROGRAM" (SHP) means that program designed to promote the development of Supportive Housing and Supportive Services to assist homeless persons in the transition from homelessness and enable them to live as independently as possible.

"SUBRECIPIENT" means Casa Esperanza Homeless Center, a California not-for-profit public benefit corporation.

"SUBRECIPIENT PROGRAM" means the Casa Esperanza Day Center.

"SUPPORTIVE HOUSING" means housing provided by SUBRECIPIENT that meets the requirements of 42 USC §11384, as may be amended.

"SUPPORTIVE SERVICES" means those services as defined in 42 U.S.C., §§ 11385 and 24 CFR 583.120, as may be amended, and provided by SUBRECIPIENT or its designee intended to assist homeless persons in achieving self-sufficiency.

2. CONTRACT ADMINISTRATION

The Santa Barbara County Community Services Department, Housing and Community Development Division, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

SUBRECIPIENT will be responsible for providing Supportive Services during the period of February 1, 2012 to January 31, 2013. Supportive Services will be provided at Casa Esperanza Day Center located at 816 Cacique Street in Santa Barbara, California as set forth in the Program Application, Program Budget, and Program Description.

SUBRECIPIENT will receive funding under this Agreement for the following:

- A. Administrative Costs up to 2.5 percent of the total Program Costs specified in the Program Budget
- B. Supportive Services
 - a. Case management
 - b. Alcohol and drug abuse services
 - c. Health related services
 - d. Education and instruction
 - e. Employment services
 - f. Program Director salaries and benefits
 - g. Direct assistance to clients (rental assistance)

SUBRECIPIENT will administer SUBRECIPIENT PROGRAM and perform the activities undertaken pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, regulations, directives and guidelines governing SUBRECIPIENT PROGRAM, and in a manner satisfactory to the County.

4. TIME OF PERFORMANCE

This Agreement shall begin on February 1, 2012 (“Operating Start Date”) and shall be completed by January 31, 2013, subject to the termination provisions contained herein.

5. LEVELS OF ACCOMPLISHMENT – PERFORMANCE MEASURES

SUBRECIPIENT will meet the following performance measures during the term of this Agreement as specified in the Program Application:

- 1. 215 persons will be provided with case management.
- 2. 20 persons will remain in permanent housing as of January 31, 2013.
- 3. 20 persons will exit to permanent housing during the time of performance.
- 4. 50 persons age 18 and older will maintain or increase their income (from all sources) as of January 31, 2013 or when such persons exit from SUBRECIPIENT PROGRAM.
- 5. Required data will be entered in HMIS in a timely manner for each Homeless person served during the time of performance.

Additionally, SUBRECIPIENT will comply with the submission requirements identified in Exhibit J and the requirements set forth in 24 CFR 583.300.

6. BUDGET AND METHOD OF COMPENSATION

- A. COUNTY will pay SUBRECIPIENT an amount of money not to exceed the sum of One Hundred Fifty Six Thousand Seven Hundred Sixty Three Dollars (\$156,763), which payment shall constitute full and complete compensation for SUBRECIPIENT’s Supportive Services provided hereunder. Funds under this Agreement shall only be spent according to the Program Budget, as specified in Exhibit C to this Agreement. The payments shall be used exclusively for eligible Administrative Costs and Supportive Services.
- B. Funding under this Agreement is subject to revision in accordance with the availability of grant funds provided to COUNTY by HUD. Accordingly, COUNTY reserves the right to

reduce the amount of compensation set forth herein in the event HUD reduces funding available for SUBRECIPIENT PROGRAM.

- C. COUNTY assumes no responsibility to pay for Program Costs not specifically set forth in the Program Budget. Further, SUBRECIPIENT understands that COUNTY makes no commitment to fund SUBRECIPIENT PROGRAM beyond the term of this Agreement.

7. METHOD OF PAYMENT

- A. SUBRECIPIENT shall receive reimbursement for items identified in the Program Budget, subject to availability of funds for SUBRECIPIENT PROGRAM and subject to all other provisions of this Agreement.
- B. Quarterly invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which the costs were incurred.
- C. Upon the submission of the "*Expenditure Summary and Payment Request*" (ESPR) in the form to be provided by COUNTY together with proper support documentation for the services described in Section 3 Scope of Services of this Agreement, SUBRECIPIENT will be reimbursed quarterly. Payments may be contingent upon certification of SUBRECIPIENT's compliance with financial management system requirements in accordance with the standards specified in 24 CFR 84.21.
- D. Expenditures made by SUBRECIPIENT in the performance of this Agreement shall be in strict compliance and conformity with the Program Budget.

8. WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to COUNTY are suspended or terminated, or if the SUBRECIPIENT refuses to accept additional conditions imposed by HUD.
- B. Payments to the SUBRECIPIENT may be withheld by COUNTY if the SUBRECIPIENT fails to comply with any of the provisions of this Agreement.

9. CLOSE-OUTS

SUBRECIPIENT agrees to complete all necessary financial close out procedures required by COUNTY, within a period of not more than forty-five (45) calendar days from the termination or completion of this Agreement ("Financial Close Out Period"). COUNTY is not liable to provide reimbursement for any Administrative Costs or Supportive Services costs incurred by SUBRECIPIENT prior to but not invoiced until after the expiration of the Financial Close Out Period. After the expiration of the Financial Close Out Period, those funds not paid to the SUBRECIPIENT under this Agreement, if any, may be immediately reprogrammed by HUD.

10. FUNDING REDUCTION

- A. COUNTY reserves the right to revise this Agreement in the event that HUD program funding is reduced. In the event of funding reduction, COUNTY may unilaterally reduce the

Program Budget, in whole or as to a cost category, may limit the rate of SUBRECIPIENT's authority to commit and spend funds, and may restrict SUBRECIPIENT's use of both its uncommitted and its unspent funds.

- B. In no event shall COUNTY be responsible for payment of Administrative Costs and Supportive Services costs incurred by SUBRECIPIENT in excess of the funds available resulting from a funding reduction.

11. FISCAL ACCOUNTABILITY

- A. SUBRECIPIENT agrees to manage moneys received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
- B. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with Generally Accepted Accounting Principles and Standards. Further, SUBRECIPIENT must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.
- C. Expenditures shall only be deemed eligible for payment if they are supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at the SUBRECIPIENT's main accounting office.
- D. Invoices shall be accurate and complete in all respects. COUNTY may reject invoices and require SUBRECIPIENT to correct or clarify invoices until deemed acceptable by COUNTY.

12. REVENUE DISCLOSURE REQUIREMENT

Upon request, SUBRECIPIENT shall file with COUNTY a written statement listing all revenues received, or expected to be received, by SUBRECIPIENT from Federal, State, County, or City sources, or other governmental sources for SUBRECIPIENT PROGRAM. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for SUBRECIPIENT PROGRAM, and the full name and address of each governmental agency providing such funding.

13. CASH MATCH AND JOINT FUNDING

- A. In the event that SUBRECIPIENT specified the use of cash match and/or in-kind donations in addition to SHP funds in the Program Application, SUBRECIPIENT shall document all uses of such funds. SUBRECIPIENT shall demonstrate the availability of said resources by the Operating Start Date. Further, at the end of the Operating Year, SUBRECIPIENT must demonstrate that it has met its match requirement which is twenty (20) percent of the total Program Budget.

- B. COUNTY shall not pay for any cost incurred by SUBRECIPIENT that is paid with other funds. If COUNTY determines that it has paid for a cost that has also been paid for with other funds, SUBRECIPIENT shall reimburse those funds to COUNTY.

14. INTEREST EARNED

In the event that SUBRECIPIENT earns or receives interest on funds deposited under this Agreement, SUBRECIPIENT shall remit any and all interest to COUNTY at the end of each program operating year.

15. CLIENT DATA

SUBRECIPIENT shall maintain client data in HMIS. The SUBRECIPIENT shall ensure that all required data elements collected from clients are inputted into HMIS within thirty (30) days of the end of the quarter in which the clients were served. Such information shall be made available to COUNTY or its designees for review upon request. Failure to comply with HMIS reporting requirements may result in COUNTY withholding payment, in accordance with Section 8 of this Agreement.

16. NOTICES

All notices under this Agreement shall be served in writing. The notices to SUBRECIPIENT shall be sent to SUBRECIPIENT representative at the following address or such other address as SUBRECIPIENT designates in writing:

Michael Foley, Executive Director
Casa Esperanza Homeless Shelter
816 Cacique Street
Santa Barbara, CA 93103

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of the Santa Barbara County Community Services Department or his or her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
Housing and Community Development Division
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101

17. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting as independent contractors and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

18. GRIEVANCE PROCEDURES

SUBRECIPIENT shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with the agency staff regarding SUBRECIPIENT PROGRAM. SUBRECIPIENT shall maintain documentation of all grievances. The documentation shall contain a description of the grievance and the resolution or disposition of said grievance. Said documentation shall be retained in a central dispute or grievance file, which file shall be made available to COUNTY upon request.

19. PROGRAM INCOME

SUBRECIPIENT may use any resident rents and fees received through SUBRECIPIENT PROGRAM only in the manner specified in 24 CFR Part 583.315(3)(b) and (c) including any amendments thereto.

20. SUBCONTRACTS

A. For the purpose of this Agreement, any subcontracts under this Agreement must be approved by COUNTY in writing and may include purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts. All subcontracts entered into in the performance of this Agreement shall:

- i) Be in writing.
- ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
- iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY.
- iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
- v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.

B. COUNTY's approval of any subcontracts under this Agreement shall not be construed as SUBRECIPIENT's compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights of COUNTY to challenge such subcontracts. COUNTY's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are allowable. Further, COUNTY's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontracts, nor shall COUNTY's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of SUBRECIPIENT's performance of the terms of such subcontracts.

C. Under no circumstances shall the SUBRECIPIENT enter into subcontracts the compensation for which is on a cost plus percentage basis.

21. PROGRAM EVALUATION

A. SUBRECIPIENT shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to performance of this Agreement to HUD and/or COUNTY.

- B. Program evaluation may include but is not limited to: a review of the effectiveness and impact of the program; a review of the internal systems such as reporting tools, tracking systems and techniques developed by SUBRECIPIENT to serve homeless persons.

22. MONITORING

- A. COUNTY shall monitor SUBRECIPIENT's performance and may conduct program progress reviews at any time during the term of this Agreement. County shall provide written notice to SUBRECIPIENT for all visits, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by the SUBRECIPIENT under this Agreement.
- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. SUBRECIPIENT shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.
- C. Monitoring visits may consist of announced visits focusing on the extent to which the proposed program has been implemented, measurable goals achieved, effectiveness of program administration and management.

23. FISCAL MONITORING

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where SUBRECIPIENT PROGRAM is being conducted, controlled or advanced in any way, tangible or intangible. Said sites may include the home office, any branch office or other locations of the SUBRECIPIENT if such site or the activities performed thereon have any relationship to the SUBRECIPIENT PROGRAM funded herein. COUNTY shall provide written notice to SUBRECIPIENT for all announced visits.
- B. SUBRECIPIENT shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of the SUBRECIPIENT. The SUBRECIPIENT's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the SUBRECIPIENTPROGRAM. A financial audit of SUBRECIPIENT's performance under this Agreement may be conducted at COUNTY's discretion.

24. AUDITS

- A. COUNTY may request a final financial audit for activities performed under this Agreement at or after the expiration of the Financial Close Out Period.
- B. In the event that SUBRECIPIENT spends an aggregate of Five Hundred Thousand Dollars (\$500,000.00) or more of federal funds in a fiscal year, SUBRECIPIENT shall have conducted at its own expense within nine (9) months after the close of SUBRECIPIENT's fiscal year, an audit in accordance with OMB Circular A-133.

- C. SUBRECIPIENT, no later than fifteen days after receipt of the final report resulting from an audit under the foregoing subsection 24.B, shall submit a copy of the audit report to COUNTY.

25. AUDIT FINDINGS

- A. SUBRECIPIENT agrees that in the event that SUBRECIPIENT PROGRAM is audited by independent auditors, COUNTY, or Federal, State, or local agencies, SUBRECIPIENT shall be solely responsible for such finding(s) and complying with any required corrective actions. In the event that said findings have a fiscal impact on COUNTY, SUBRECIPIENT shall fully indemnify, defend and hold harmless COUNTY for the full amount of COUNTY costs resulting from said finding(s).
- B. If in COUNTY's judgment there are indications of misappropriation or misapplication of the funds of this Agreement COUNTY may require a special audit, and the cost of the audit shall be borne by the SUBRECIPIENT and is not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that a fiscal or special audit reveals that County reimbursed SUBRECIPIENT for disallowable costs under this Agreement, COUNTY shall notify and provide SUBRECIPIENT the opportunity to justify said costs prior to making a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, SUBRECIPIENT agrees to repay all said costs to COUNTY within sixty (60) days after issuance of County's final determination.

26. DEOBLIGATION

In the event HUD deobligates COUNTY from all or part of this grant as provided in 24 CFR 583.410 (c), COUNTY may deobligate the SUBRECIPIENT from all or parts of this grant for supportive services and administrative costs. Such event shall relieve the COUNTY of all obligations to provide funding to SUBRECIPIENT under this Agreement.

27. RECORDS

- A. SUBRECIPIENT shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters covered by any subcontract under this Agreement. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by the COUNTY and all agencies that may otherwise require the retention of such records. .
- B. SUBRECIPIENT shall comply with recordkeeping requirements specified in 24 CFR 583.301.
- C. Expenditures shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.

- D. At such times and in such forms as COUNTY may require, SUBRECIPIENT shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by any subcontract.

28. INSURANCE

Insurance coverage as set forth in Exhibit I to this Agreement and incorporated herein must be in full force and effect during the term of this Agreement.

29. INDEMNIFICATION

The SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit I.

30. COMPLIANCE WITH LAWS AND REGULATIONS

- A. All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. SUBRECIPIENT further assures and certifies that it shall comply with all applicable laws, regulations and guidelines as they exist or may be amended.
- B. Applicable laws, regulations, policies, and guidelines subject to the performance of this Agreement include but are not limited to: the Act; 24 CFR Part 583; 24 CFR Part 5; the Flood Disaster Protection Act of 1973 (42 U.S.C., §§ 4001 et seq.); the Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821 et seq.); the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.); and, all implementing regulations; the Conflict of Interest provision in 24 CFR 583.330 (e); and U.S. Office of Management and Budget (OMB) Circular numbers A-110, A-122, A-133; all as may be amended.
- C. SUBRECIPIENT agrees to comply with and be bound by the requirements set forth in Exhibits E, F, G, and H attached hereto.

31. PROPERTY MAINTENANCE STANDARDS

SUBRECIPIENT providing services under this Agreement must ensure that sufficient property maintenance is provided to the facility where services are being provided, as specified in 24 CFR Part 583.300(b) as such may be amended.

32. ASSIGNMENT

This Agreement is not assignable by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.

33. LIMITATION OF CORPORATE ACTS

The SUBRECIPIENT shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. The SUBRECIPIENT shall notify COUNTY within forty-eight (48) hours, in writing of any change in the SUBRECIPIENT's legal name.

34. CONFLICT OF INTEREST

In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, representative, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to Program activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decision-making under 24 CFR 583.300(f) does not constitute a conflict of interest.

35. DISCRIMINATION

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This Agreement is subject to the County's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

36. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

The SUBRECIPIENT shall make every effort to ensure that all programs funded wholly or in part by the funds provided under this Agreement shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, the SUBRECIPIENT shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.

37. NEPOTISM

SUBRECIPIENT shall not hire nor permit the hiring of any person to fill a position funded in part or in whole under this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of SUBRECIPIENT.

38. RELIGIOUS AND POLITICAL ACTIVITIES

SUBRECIPIENT agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, SUBRECIPIENT agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

39. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") 42 U.S.C., § 12101 et seq., and all implementing regulations, all as may be amended, and to ensure that SUBRECIPIENT PROGRAM and facilities in which SUBRECIPIENT PROGRAM is conducted are accessible to and usable by persons with disabilities. SUBRECIPIENT further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. SUBRECIPIENT attests, that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit H and incorporated herein by this reference.

40. CITIZEN PARTICIPATION

SUBRECIPIENT shall promptly provide all program data necessary for COUNTY to provide reports to citizens. SUBRECIPIENT representatives shall be available to respond to questions, attend meetings and receive recommendations when so requested by the Director of the Santa Barbara County Community Services Department or his designee.

41. FEDERAL LOBBYIST REQUIREMENTS

- A. SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and all implementing regulations, including HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents. A Certification Regarding Lobbying is attached hereto as Exhibit E and incorporated herein by this reference.
- B. Failure on the part of SUBRECIPIENT or entities acting on behalf of the SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements may be subject to penalties in addition to default provisions under this Agreement as set forth in Section 51 below.

42. CERTIFICATION REGARDING DEBARMENT

In accordance with Federal regulations regarding debarment and suspension as contained in Executive Order Number 12549 and 2 CFR Part 2424 and any amendment thereto, the SUBRECIPIENT attests, that it has adopted and is enforcing Certification Regarding Debarment, Suspension,

Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions consistent with the form attached hereto as Exhibit D and incorporated herein by this reference.

43. LEAD-BASED PAINT

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq.; the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X"), 42 U.S.C., 4851 et seq.; and "Title IV-Lead Exposure Reduction", 15 U.S.C. 2681 et seq.; and, all implementing regulations, including the regulations at 24 CFR Part 35; and, all as may be amended; by undertaking, or requiring the owner to undertake, to remove, encapsulate, or enclose lead-based paint and lead contaminated dust and soil. SUBRECIPIENT is precluded from leasing, using, or conducting SUBRECIPIENT PROGRAM in structures where lead-based paint exists and abatement has not taken place.

44. ASBESTOS

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the regulation of Asbestos-Containing Material (ACM), in accord with 40 CFR 763, as may be amended, by undertaking, or requiring the owner to undertake, to remove, friable (Category I) and non-friable (Category II) asbestos in any and all facilities used under this Agreement. SUBRECIPIENT is precluded from using structures where asbestos exists and abatement has not taken place. SUBRECIPIENT is further prohibited from sheltering any adult or minor child in a structure where friable asbestos is known to exist.

45. PROGRAM CHANGES

In the event that SUBRECIPIENT wishes to make significant changes to the approved program under this Agreement, COUNTY and HUD written approval is required in accordance with Supportive Housing Program 24 CFR 583.405 and any amendment thereto prior to any and all changes. SUBRECIPIENT shall request all significant changes in writing to COUNTY and HUD. Significant changes include, but are not limited to:

- i) A change in the recipient; or
- ii) A change in the program site, or
- iii) Additions or deletions in the types of activities approved under this Agreement; or
- iv) A shift of more than ten (10) percent of funds from one approved type of activity to another; and
- v) A change in the category of participants to be served.

46. BUDGET LINE ITEM CHANGES

In order to promote flexibility for the SUBRECIPIENT PROGRAM, SUBRECIPIENT may transfer up to ten (10) percent of funds from one SHP activity to another SHP activity. To implement this type of transfer, SUBRECIPIENT must notify COUNTY in writing of the amount of funds to be transferred

and the activities affected. COUNTY will notify the SUBRECIPIENT when the change has been approved by COUNTY.

47. AMENDMENTS

This writing, with attachments, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing and shall be made only if executed by both SUBRECIPIENT and COUNTY. No oral conversation between any officer or agent, or employee of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

48. TIME OF PERFORMANCE MODIFICATIONS

In the event that the SUBRECIPIENT requests a modification regarding the time of performance, the Santa Barbara County Community Services Department may grant time of performance modifications when those modifications:

- i) In aggregate do not exceed twelve (12) calendar months;
- ii) Will not change the program goals or scope of services;
- iii) Are in the best interests of the COUNTY and SUBRECIPIENT in performing the scope of services under this Agreement; and
- iv) Does not alter the amount of compensation under this Agreement.

49. WAIVERS

- A. Waivers of provisions of this Agreement must be in writing and signed by the Director of Santa Barbara County Community Services Department or his designee and SUBRECIPIENT.
- B. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

50. BREACH

In the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

51. DEFAULTS

Should SUBRECIPIENT fail to comply with the terms of this Agreement COUNTY will provide written notice to the SUBRECIPIENT identifying specific items of noncompliance. If SUBRECIPIENT fails to deliver an acceptable written response and work plan within fifteen (15) days, COUNTY reserves the right to:

- i) Reduce the Program Budget;

- ii) Make changes in the scope of services of this Agreement;
- iii) Place SUBRECIPIENT on probation status;
- iv) Suspend program operations; and/or

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

52. SUSPENSION

If SUBRECIPIENT has not complied or is not complying with this Agreement, COUNTY may suspend the operation of this Agreement and/or reduce the funding available to SUBRECIPIENT under this Agreement for up to ninety (90) days upon three (3) days written notice to SUBRECIPIENT of its intention to so act.

53. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination, suspension, or discontinuation of SHP funding for the Supportive Services to be provided under this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.
- C. This Agreement may also be immediately terminated or suspended in COUNTY's sole discretion for actions and behavior by SUBRECIPIENT that undermines the integrity of SUBRECIPIENT PROGRAM, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by SUBRECIPIENT under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that SUBRECIPIENT ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, and in accordance with Section 9, Subsection A above, COUNTY shall determine the total amount of compensation that shall be paid to SUBRECIPIENT for any unreimbursed Administrative Costs and Supportive Services costs set forth in the Program Budget that are reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined.

H. The foregoing subsections B, C, D, E, F, and G shall survive beyond the term expiring upon the date specified in section 4 of this Agreement.

54. NOTICE OF TERMINATION

In the event that this Agreement is terminated, SUBRECIPIENT shall immediately notify all of its employees and SUBRECIPIENT PROGRAM participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

55. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

56. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

57. CONTRACT

This Agreement consists of this document and Exhibits A through HJ which together constitute the entire understanding and agreement of the parties.

58. AUTHORIZATION WARRANTY

SUBRECIPIENT represents and warrants that the signatories to this contract are fully authorized to obligate SUBRECIPIENT hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

59. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

"SUBRECIPIENT:"

Casa Esperanza Homeless Center
a nonprofit public benefit corporation

By: _____
Name: Michael Foley
Title: Executive Director

Date: _____

By: _____
Name: Mark Asman
Title: President

"COUNTY:"

THE COUNTY OF SANTA BARBARA

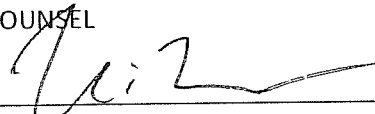
By: _____
Name: Doreen Farr
Title: Chair, County Board of Supervisors

ATTEST:

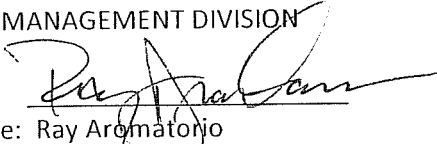
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk

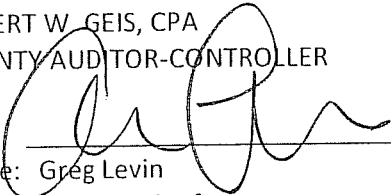
Approved as to Form:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Name: Mike Munoz
Title: Deputy County Counsel

Approved as to Form:
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

By: 
Name: Ray Aromatorjo
Title: Risk Manager

Approved as to Accounting Form:
ROBERT W. GEIS, CPA
COUNTY AUDITOR-CONTROLLER

By: 
Name: Greg Levin
Title: Division Chief

**EXHIBIT A
PROGRAM DESCRIPTION**

SUBRECIPIENT: Casa Esperanza Homeless Center	CONTRACT NUMBER: CA0596B9D031104
PROGRAM TITLE: Casa Esperanza Day Center	
PROGRAM TERM: February 1, 2012 to January 31, 2013	
CONTRACT AMOUNT: \$156,763	
PROGRAM COMPONENT: Program Implementation including payment for delivery of supportive services for individuals who are homeless, including but not limited to case management, alcohol and drug abuse treatment, health related services, education liaison, employment services, Program Director, and direct assistance to clients (rental assistance).	
PROGRAM LOCATION: 816 Cacique Street, Santa Barbara, CA 93103	
CONDITIONS AND/OR ISSUES, ACTIVITIES AND OUTCOMES: Conditions and/or issues, activities and outcomes as described in the grant application submitted by Santa Barbara County Community Services Department to the United States Department of Housing and Urban Development and attached as Exhibit B to this Agreement.	

EXHIBIT B
PROGRAM APPLICATION

Before Starting the Project Application

HUD strongly encourages ALL project applicants to review the following information BEFORE beginning the application.

Things to Remember

- Download and review the detailed instructions within the document on the left menu of this application. Resources are also available online at www.hudhre.info/esnaps, to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at www.hudhre.info/helpdesk.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the CoC competition. For more information see the FY2011 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2011 CoC NOFA and the FY2011 General Section should be read carefully, and all requirements and criteria met.
- All applicants, new and returning, must complete the applicant profile in e-snaps for FY2011 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update application, if it includes data from the FY2010 application. Questions may have been changed, removed, or added, and the imported information may or may not be relevant.
- For S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's FY2011 S+C Grant Inventory Worksheet, as approved by HUD.
- For SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal amount (ARA) listed on the CoC's FY2011 SHP Grant Inventory Worksheet. If the ARA is reduced or eliminated through the CoC's HHN reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the program and application requirements.

1A. Application Type

Instructions:

- 1. Type of Submission - This field is populated the Application option, and cannot be changed.
- 2. Type of Application: (required) - Select 'New Project' or 'Renewal Project' to indicate whether the project is eligible for new or renewal funds during the current competition. Renewal project applications are defined as those HUD McKinney-Vento grants that have received funding in a previous competition and are eligible to renew during the current competition. All other applications are defined as new projects.
- 3. Date Received - No action needed. This field is automatically populated with the date on which the application is submitted. The date populated cannot be edited.
- 4. Applicant Identifier - Leave this field blank.
- 5a. Federal Entity Identifier - Leave this field blank.
- 5b. Federal Award Identifier: (required) - This field may populate with the grant number for the 2010 project that is imported. This field will be blank for any first time renewal application. The correct expiring grant number must be entered. Leave the field blank for all new funding applications.
- 6. Date Received by State - Leave this field blank.
- 7. State Application Identifier - Leave this field blank.

Additional Resources:
 Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

1. Type of Submission:

2. Type of Application: Renewal Project

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/18/2011

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier CA0596B9D031003

(e.g., expiring grant number)

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

8. Applicant Information - The applicant information populated on this form comes from the Applicant Profile, and must reflect the information for the applicant organization that can legal request homeless assistance funding from HUD.

a. Legal Name - The legal name of the applicant organization is populated on this form from the Applicant Profile. It is important that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained online at - <http://esnaps.hudhre.info>.

b. Employer/Taxpayer Number (EIN/TIN) - The EIN/TIN for the applicant organization is populated on this form from the Applicant Profile.

c. Organizational DUNS - The DUNS number for the applicant organization is populated on this form from the Applicant Profile. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>.

d. Address - The physical address of the applicant organization is populated on this form from the Applicant Profile.

e. Organizational Unit - If applicable, the department and division of the applicant organization is populated on this form from the Applicant Profile.

f. Name and contact information of person to be contacted on matters involving this applicant - The alternate point of contact for the applicant organization is populated on this form from the Applicant Profile. This person may or may not be the authorized representative.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

8. Applicant

a. **Legal Name:** County of Santa Barbara

b. **Employer/Taxpayer Identification Number (EIN/TIN):** 95-6002833

	c. Organizational DUNS:	131851004	PL US 4	
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d. Address

Street 1: 105 E. Anapamu, Room 105

Street 2:

City: Santa Barbara

County: Santa Barbara

State: California

Country: United States

Zip / Postal Code: 93101

e. Organizational Unit (optional)

Department Name:

Division Name:

**f. Name and contact information of person to
be
contacted on matters involving this
application**

Prefix: Mr.

First Name: Anacleto

Middle Name: Joseph

Last Name: Quinoveva

Suffix:

Title: Housing Program Specialist

Organizational Affiliation: County of Santa Barbara

Telephone Number: (805) 560-1090

Extension:

Fax Number: (805) 560-1091

Email: aquinoveva@co.santa-barbara.ca.us

1C. Application Details

Instructions:

9. Type of Applicant : (required) - This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

10. Name Of Federal Agency - field populated with the Department of Housing and Urban Development. The field cannot be edited.

11. Catalog Of Federal Domestic Assistance Number/Title: (required) - select the applicable program type - SHP, S+C, or SRO. The selection will automatically populate the CFDA number field on this form, and will drive the list of components available on form 3A. Project Detail of this application.

12. Funding Opportunity Number/Title - This field will automatically populate with the funding opportunity number and title of the opportunity under which assistance is requested, as found in this year's Federal Register announcement.

13. Competition Identification Number/Title - Leave this field blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

9. Type of Applicant: B. County Government

If "Other" please specify:

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance SHP
Title:

CFDA Number: 14.235

12. Funding Opportunity Number: FR-5500-N-34

Title: Continuum of Care Homeless Assistance
Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

14. Areas Affected By Project: (required) - select the state(s) in which the proposed project will operate and serve homeless persons. The state(s) selected will determine the list of geographic areas and congressional districts displayed elsewhere in this application.

15. Descriptive Title of Applicant's Project: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.

16. Congressional District(s):

a. Applicant: This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

b. Project: (required) - Select the congressional district(s) in which the project operates. For new project, select the district(s) in which the project is expected to operate.

17. Proposed Project Start and End Dates: (required) - indicate the operating start and end date for the project. For new project application, indicate the estimated operating start and end date of the project.

18. Estimated Funding: Leave these fields blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

14. Area(s) affected by the project (state(s) only): California
(for multiple selections hold CTRL+Key)

15. Descriptive Title of Applicant's Project: Casa Esperanza Day Center

16. Congressional District(s):

a. Applicant: CA-023, CA-024

b. Project: CA-023

(for multiple selections hold CTRL+Key)

17. Proposed Project

a. Start Date: 02/01/2012

b. End Date: 01/31/2013

18. Estimated Funding (\$)

- a. Federal:
- b. Applicant:
- c. State:
- d. Local:
- e. Other:
- f. Program Income:
- g. TOTAL:

1E. Compliance

Instructions:

19. Is Application Subject to Review By State Executive Order 12372 Process? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

If "YES" is selected enter the date this application was made available to the State for review.

20. Is the Applicant Delinquent on any Federal Debt? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "YES" is selected include an explanation in the space provided on this screen.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

19. Is the Application Subject to Review By State Executive Order 12372 Process? c. Program is not covered by E.O. 12372.

If "YES", enter the date this application was made available to the State for review:

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. Declaration

Instructions:

I Agree: (required) - Select the check next to 'I Agree' to (1) certify to the statements contained in the list of certifications**, (2) certify that the statements herein are true, complete, and accurate to the best of my knowledge, (3) certify that the required assurances** are provided, and (4) agree to comply with any resulting terms if I accept an award. Any false, fictitious, or fraudulent statements or claims may subject the authorized representative and the applicant organization to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**The list of certifications and assurances are contained in the CoC NOFA and in the e-snaps Applicant Profile.

21. Authorized Representative: The information for the authorized representative is populated from the Applicant Profile. A copy of the governing body's authorization for this person to sign this application as the official representative must be on file in the applicant's office.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE:

21. Authorized Representative

Prefix: Ms.

First Name: Sharon

Middle Name:

Last Name: Friedrichsen

Suffix:

Title: Director

Telephone Number: (805) 568-3520
(Format: 123-456-7890)

Fax Number: (805) 560-1091
(Format: 123-456-7890)

Applicant: Santa Barbara County Housing and Community Development
Project: Casa Esperanza Day Center



131851003
046335

Email: sfried@co.santa-barbara.ca.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/18/2011

2A. Project Sponsor(s)

This form lists the sponsor organization(s) for the project. To add a sponsor, select the  icon. To view or update sponsor information already listed, select the view  option.

Organization	Type
Casa Esperanza Homeless Center	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

2A. Project Sponsor Detail

Instructions

1. Sponsor contact information for the each project sponsor.

a. Organization Name: (required) - Enter the legal name of the organization that will serve as the project sponsor.

b. Organization Type: (required) -Enter the type of business organization of the project sponsor. Nonprofit applicant types (both public and private) are required to submit to HUD one of the following sources documenting the nonprofit status: (1) IRS letter or ruling showing 501(c)(3) status; (2) Documentation showing certified United Way agency status; (3) Certification from licensed CPA (see NOFA for conditions); or (4) Letter from authorized state official showing applicant as organized and in good standing as a public nonprofit organization.

If Other, please specify: Enter the other type of business organization of the project sponsor.

c. Tax ID or EIN: (required) - Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.

d. DUNS Number: (required) - Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained at <http://www.dnb.com>.

e. Address: Enter the street address, city, state, and zip code (Required); county, province, and country (Optional). Enter the mailing address, if different from the address entered.

f. Congressional District(s): (required) - select the congressional district(s) in which the sponsor is located.

g. Faith Based Organization: (required) - select Yes or No if the sponsor is a faith based organization.

h. Prior Federal Grant Recipient: (required) - select Yes or No to indicate if the sponsor organization has ever received a federal grant.

i. Contact person: Enter the prefix, first name, last name, and title (required); middle name and suffix (optional). Enter the person's organizational affiliation, if affiliated with an organization other than the sponsor organization. Telephone number and email (required); alternate number, extension, and fax number (optional).

Additional Resources:
Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

a. Organization Name Casa Esperanza Homeless Center
b. Organization Type M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

If "Other" specify:

c. Employer or Tax Identification Number: 77-0502754

	d. Organizational DUNS:	182084462	PL US 4	
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e. Address

Street 1 816 Cacique St.

Street 2

City Santa Barbara

State California

Zip Code 93103

f. Congressional district(s) CA-023

g. Is the sponsor a Faith-Based Organization? No

h. Has the sponsor ever received a federal grant,
either directly from a federal agency or
through a State/local agency? Yes

i. Contact Person

Prefix Mr.

First Name Mike

Middle Name

Last Name Foley

Suffix

Title Executive Director

E-mail Address mikefoley@casa-esperanza.org

Confirm E-mail Address mikefoley@casa-esperanza.org

Phone Number 805-884-0171

Extension

Fax Number

Documentation of the sponsor's nonprofit status is required with the submission of this application.

3A. Project Detail

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: field populates with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.
2. CoC Number and Name: (required) - select the appropriate Continuum of Care (CoC) number and name. The selected CoC will receive the application and determine whether or not to include it with the CoC application submission to HUD.
3. Project Name: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.
4. Project Type: field populates the project type (new or renewal), as selected on form 1A. Application Type of this application.
5. Program Type: field populates the program type -- Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), as selected on form 1C. Application Details of this application.
6. Component Type: (required) - select the one component that appropriately identifies the project. The list of available components will depend on the program type selected.
7. Energy star: (required) - select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.
8. Title V: (required) - select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.
9. Services in connection with another TH or PH project: select Yes or No to indicate whether or not the project is providing (or will provide) supportive services to participants in another permanent housing or transitional housing project.
10. Innovative SHP: (required) - select Yes or No to indicate whether or not the proposed project is to be considered under the Innovative Supportive Housing component. If yes, indicate in the project description (on form 2B of this application) how the project represents a distinctively different approach when viewed within its geographic area, is a sensible model for others, and can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Expiring Grant Number CA0596B9D031003

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2. CoC Number and Name CA-603 - Santa Maria/Santa Barbara County CoC

3. Project Name Casa Esperanza Day Center

4. Project Type Renewal Project

5. Program Type SHP
Content depends on "CFDA Number" selection

6. Component Type SSO
Content depends on "Program Type" selection

7. Is Energy Star used at one or more of the properties within this project? Yes

8. Does this project include one or more Title V properties? No

9. Is the project providing services to participants in another PH or TH project? No

10. Is the proposed project submitted for consideration under the Innovative Supportive Housing component? No

3B. Project Description

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

ALL PROJECTS

1. Project Description: (required) - provide a description of the project that is complete and concise. The description must address the entire scope of the project, including a clear picture of the community/target population(s) to be served, the plan for addressing the identified needs/issues of the CoC community/target population(s), projected outcome(s), and any coordination with other source(s)/partner(s). In cases where the proposed project is expanding an existing facility, service, or HMIS system, document, when applicable, how the requested funds will supplement existing services and resources, increase participants served, or increase the capacity of the CoC's HMIS (if applicable). The narrative is expected to describe the project at full operational capacity and to demonstrate how full capacity will be achieved over the term requested in this application. The description should be consistent with and make reference to other parts of this application. Applicants are encouraged to review the detail instructions available on the left menu, as well applicable program regulations and desk guides available online at <http://esnaps.hudhre.info>.

RENEWAL SHP PROJECTS ONLY

2. Was the original project awarded funding for acquisition, new construction, or rehabilitation? (required) - select Yes or No to indicate whether or not the project previously received SHP funds under the CoC competition for acquisition, new construction, or rehabilitation.

NEW PROJECTS ONLY

2. Description of rehabilitation, acquisition, and new construction activities: (required) - describe the proposed rehabilitation and new construction activities-for the project site(s). The description must detail the entire scope of the development activities, including the portion of activities funded and not funded through this application. If persons currently occupy building(s) to be rehabilitated, describe the planned relocation effort for these persons. Also describe the role of the applicant, sponsor, and other project partners, and the estimated timeframe for completing development.

NEW SHP-HMIS ONLY

2. HMIS Need: (required) - Describe how needs assessment, resource allocation and service coordination will be improved through the new or expanded HMIS project.
3. State/Federal Funding Overlap: (required) - Demonstrate that HUD funds for this project will not replace state or local government funds.

NEW SHP-TH PROJECTS ONLY

3. Maximum length of stay: (required) - indicate the maximum allowable length of occupancy for persons participating in the project.

NEW SHP-PH ONLY

3. More than 16 persons living in one structure: (required) - select Yes or No to indicate if more than 16 persons reside (or will reside) in any one of the structures assisted with SHP funds requested through this application. If there are more than 16 people, then an explanation is required as to how local market conditions necessitate this size, and how neighborhood integration can be achieved for the residents. For more information on the 16-person limit, see Section 424(c) of the McKinney-Vento Act.

NEW S+C-TRA ONLY

3. Housing selection: (required) - select Yes or No to indicate whether or not participants are required to live in particular structures or units during the first year and in a particular area within the locality in subsequent years, or to live in a particular area for the entire period of participation.

Additional resources:
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Provide a description of the project that addresses its entire scope, including the needs of the community/target population.

Casa Esperanza Day Center is the primary day center for the homeless in Santa Barbara. Community agencies provide on-site case management, assistance in securing housing, mental health counseling and referrals, employee training and referral, recovery groups, literacy classes, drug and alcohol counseling, and referral and assistance with legal problems that caused homelessness. Lunch is provided weekdays through the on-site Community Kitchen. The goal of the program is to help the homeless find housing and employment. Open for lunch 7 days a week.

**2. Was the original project awarded funding Yes
for acquisition, new construction, or
rehabilitation?**

4A. Supportive Services for Participants

Instructions:

The information entered into the form fields below should record the capacity of the project to provide supportive services or access to services that participants require.

1. Project policies and practices are consistent with the educational laws: (required) - select Yes or No to indicate whether or not the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with educational laws, including the McKinney-Vento Act.

2. Designated staff person to ensure that the children in the project are enrolled in school and receive educational services, as appropriate: (required) - select Yes or No to indicate whether or not the project has a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution, if 'No' has been selected for either questions 1 or 2.

NEW PROJECTS ONLY

4. Obtain and remain in permanent housing: (required) - describe the supportive services that will be provided to help project participants locate and stabilize in permanent housing, access mainstream resources, and/or obtain employment.

5. Maximizing employment, income, and independent living: (required) - describe the supportive services that will be provided to help project participants locate employment and access mainstream resources for independent living.

6. Specify the frequency of supportive services to be provided to project participants: (required) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) of each basic supportive service provided to participants. Basic supportive services include: outreach, case management, life skills, job training, alcohol and drug abuse services, mental health and counseling, HIV/AIDS services, health/home health services, education and instruction, employment services, child care, and transportation.

Specify Other(s): (optional) - enter up to 3 additional supportive services applicable to the proposed project, and enter the frequency of those additional services.

7. Accessibility of community amenities: (required) - select the level of accessibility of basic community amenities for project participants. Basic community amenities should be accessible to participants via walking, public transportation, driving, or transportation provided by the project.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

2. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Yes

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution.

4B. Supportive Services Only

1. Is this project a street outreach project? No
Click 'Save' to specify performance
measures.

2. Are the project activities, including case Yes
management, related to a Housing Goal?

4C. Homeless Management Information System (HMIS) Participation

Instructions:

All projects must indicate their level of participation in the CoC's HMIS.

1. Participation in the CoC's HMIS: (required) - select Yes or No to indicate whether or not annual data regarding project participants are reported in the CoC's HMIS.

IF PROJECT PARTICIPANT DATA IS REPORTED IN THE HMIS

2a. Indicate total number of clients served: (required) - enter the total number of participants served by the project in calendar year 2010 (1/1/2010 - 12/31/2010).

2b. Indicate the total number of participants reported in the HMIS: (required) - enter the total number of project participants reported in the CoC's HMIS for calendar year 2010 (1/1/2010 - 12/31/2010).

3. Indicate the percentage of HMIS client records with 'null or missing values' or 'unknown values': (required) - for those project participant records that were reported in the HMIS, indicate the percentage of values that were missing ("Null or Missing Values") and/or unknown ("Don't Know or Refused"), for each data element. If there were no unknown values, enter a "0" value in any field within the chart.

IF PROJECT PARTICIPANT DATA IS NOT REPORTED IN THE HMIS

4a. Indicate the reason(s) for nonparticipation - indicate one or more of the four (4) reason(s) for non-participation:

- Federal law prohibits (please cite specific law)
- State law prohibits (please cite specific law)
- New project not yet in operation
- Other

4b. For other or Federal/State prohibitions, cite applicable law - provide an explanation of the other reasons nonparticipation, and cite the applicable federal/state laws that prohibit participation.

Additional resources:

Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

1. Does this project provide client level data to HMIS at least annually? No

Click on the "Save" button below to enter additional information.

2a. Indicate the reason for non-participation in the HMIS Other

2b. For Federal/State prohibition, cite applicable law. For "Other", provide explanation.

The project sponsor maintains its own database and will work with Santa Barbara County Housing and Community Development (HCD) to import data into HMIS. HCD is in the process of changing HMIS software vendors to overcome challenges presented by the current software.

5A. Project Participants - Households with Dependent Children

Instructions:

Identify the demographics of each household with children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households served (or proposed to be served).
2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
4. Disabled children: (in this row) - enter the un-duplicated total number of children with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
5. Non-disabled children: (in this row) - enter the un-duplicated total number of children without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.
7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.
8. Total number of children: (calculated row) - the total number of children served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://esnaps.hudhre.info/training>

1. Total Number of Households	2						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	2		1	2	1		
3. Non-Disabled Adults	2						
4. Disabled Children							

5. Non-Disabled Children	6						
6. Total Persons (click on "Save" to auto-calculate)	10	0	1	2	1	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	4						
8. Total Number of Children (click on "Save" to auto-calculate)	6						

5B. Project Participants - Households without Dependent Children

Instructions:

Identify the demographics of each household without children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households without children served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of unaccompanied youth: (calculated row) - the total number of unaccompanied youth served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Total Number of Households	215						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	159	60	86	80	10		2
3. Non-Disabled Adults	56						1

4. Disabled Unaccompanied Youth (under 18)							
5. Non-Disabled Unaccompanied Youth (under 18)							
6. Total Persons (click on "Save" to auto-calculate)	215	60	86	80	10	0	3
7. Total Number of Adults (click on "Save" to auto-calculate)	215						
8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)	0						

5C. Outreach for Participants

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

1. Where homeless participants are coming from: (required) - enter the percentage (%) related to the places from which project participants are coming, including: street, emergency shelters, safe havens, or transitional housing who came directly from the streets, emergency shelter, or safe haven.

Total of above percentages: (calculated) - the percentages entered will sum in the Total of above percentages field.

2. If total is less than 100%: (optional) - indicate the other places from which homeless persons enter the project, in the text box provided.

3. Outreach plan: (required for new projects) - describe how the applicant/sponsor plans to bring homeless persons into the project. Also describe the contingency plan that the applicant/sponsor will implement if the project experiences difficulty in meeting the Bonus requirements to serve exclusively homeless and disabled individuals and families. The contingency plan may include re-evaluating the intake assessment procedures or outreach plan.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Enter the percentage of homeless person(s) who will be served by the proposed project for each of the following locations.

Note: this includes persons who ordinarily sleep in one of the places listed below but are spending a short time (90 consecutive days or less) in a jail, hospital, or other institution.

52%	Persons who came from the street or other locations not meant for human habitation.
22%	Person who came from Emergency Shelters.
21%	Persons who came from Safe Havens.
5%	Persons in TH who came directly from the street, Emergency Shelters, or Safe Havens.
100%	Total of above percentages

2. If the total is less than 100 percent, identify the other location(s), and how the persons will meet the HUD homeless definition.

6A. Standard Performance Measures

Instructions:

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. All applicants are required to set a housing stability goal and to select at least one other performance measure on which the grantee will report performance in the Annual Performance Report (APR). The "Universe" column specifies the total number of persons about whom the measure is expected to be reported. In the "Target #" column, applicants should specify the number of applicable clients (e.g., the number of persons for whom the goal is relevant) who are expected to achieve the measure within the operating year. The system will calculate a percentage in the "Target %" column. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%".

1. Specify the universe and target for the housing measure.

Housing Measure	Universe (#)	Target (#)	Target (%)
a. Persons remaining in permanent housing as of the end of the operating year and exiting to permanent housing (subsidized or unsubsidized) during the operating year.	20	20	100%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target %

Income Measure	Universe (#)	Target (#)	Target (%)
a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.	50	50	100%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.			0%

6B. Additional Performance Measures

Specify up to three additional measures on which the project will report performance in the Annual Performance Report (APR).

Funding Request

Instructions:

The fields that must be completed on this form will vary based on the project type, program type, and component type.

1a. Operating by September 30, 2013? (required) - select Yes or No to indicate whether or not the grant agreement will be executed and the project will begin operating by September 30, 2013. Unobligated funds will not be available after September 30, 2013.

NEW PROJECTS ONLY:

1b. Are special housing funds being requested for this project? (required) - select Yes or No to indicate whether or not the project is requesting funds under the Permanent Housing Bonus funding category. If yes, then the project will be referred to as a new PH Bonus project. Only permanent housing projects are eligible for PH Bonus funds.

2. Is this project using HHN reallocated funds? (required) - select Yes or No to indicate whether the new project is using HHN reallocated funds.

RENEWAL PROJECTS ONLY:

1b. Is this project a HUD approved consolidation? (required) - select Yes or No to indicate whether or not the project has recently consolidated two or more grants, as approved through HUD's grant amendment process.....

1c. Was the original project awarded funding (in part or whole) under a special housing initiative? (required) - indicate whether or not the project previously received funds under one of the following housing initiatives: Samaritan Housing, Chronic Homeless, Permanent Housing Bonus, or Rapid Rehousing Demonstration. If yes, then the project must continue to meet the requirements of the initiative for the life of the project, in order to continue to receive renewal funding under the CoC competition.

2. Has this project been reduced through the HHN reallocation process? (required) - select Yes or No to indicate whether the renewal project is reduced through the HHN reallocation process.

NEW AND RENEWAL PROJECTS:

3. Grant term: (required) - indicate the number of years for which new or renewal funding is being requested. The number of years that can be selected will vary depending on the project type and program type.

4. Select the activities for which funding is being requested: (required for SHP projects only) - all SHP projects must identify the budget activities for which funding is being requested. Depending on the project type, the following budget activities may be listed: acquisition, new construction, rehabilitation, leasing (units or structures), supportive services, operating, and HMIS. Renewal projects may indicate only those activities listed on the 2011 SHP GIW.

Additional resources:

<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1a. Is it feasible for the project to begin operating/under grant agreement by September 30, 2013? Yes

1b. Is this project a HUD approved consolidation? No

2. Has this project been reduced through the HHN reallocation process? No

3. Grant Term: 1 Year

4. Select the activities for which funding is being requested:

Leasing	<input type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
Operating	<input type="checkbox"/>
HMIS	<input type="checkbox"/>

Supportive Services Budget

Instructions:

For each year of the grant term, enter the quantity and total budget request for each supportive services cost. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

Eligible supportive services: (populated) - the system populates a list of eligible supportive services for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible supportive services activities.

Quantity: (required) - enter or update the quantity (eg. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which SHP funding is being requested.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to providing supportive services to homeless participants. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total: (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Cash Match: (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 20% of the project's total Supportive Service annual budget.

Total SHP Supportive Services Budget: (calculated) - the Total Supportive Services Budget will automatically calculate.

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:
 Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	Total
1. Outreach			\$0
2. Case Management	1.75 FTE	\$73,218	\$73,218
3. Life Skills (outside of case management)		\$0	\$0
4. Alcohol and Drug Abuse Services	0.385 FTE	\$14,295	\$14,295
5. Mental Health and Counseling Services		\$0	\$0
6. HIV/AIDS Services		\$0	\$0
7. Health Related and Home Health Services	1.4 FTE	\$20,718	\$20,718
8. Education and Instruction	0.1 FTE	\$2,709	\$2,709
9. Employment Services	0.25 FTE	\$20,000	\$20,000
10. Child Care		\$0	\$0
11. Transportation		\$0	\$0
13. Other (must specify)			

Program Director	0.13 FTE	\$10,000	\$10,000
Direct Assistance to Clients (Rental Assistance)		\$12,000	\$12,000
		\$0	\$0
14. Total SHP dollars requested		\$152,940	\$152,940
15. Cash Match		\$47,930	\$47,930
16. Total SHP Supportive Services Budget		\$200,870	\$200,870
17. Other resources (cash and in-kind)		\$0	\$0

Supportive Housing Program (SHP) Summary Budget

The following information summarizes the SHP funding request and the available cash match for the total term of the project. However, the appropriate amount of administrative costs must be entered in the field below. Please make sure that the budget amounts requested for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Selected Grant Term 1 Year

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$0		\$0
6. Supportive Services From Supportive Services Budget Chart	\$152,940	\$47,930	\$200,870
7. Operations From Operating Budget Chart	\$0		\$0
8. HMIS From HMIS Budget Chart	\$0	\$0	\$0
9. SHP Request (Subtotal lines 4-8)	\$152,940		
10. Administrative Costs (Up to 5% of line 9)	\$7,645		
	Total SHP Request (Total lines 9 and 10)	Total Cash Match	Total Budget (Total SHP Request + Total Cash Match)
	\$160,585	\$47,930	\$208,515

8A. Attachment(s)

Instructions

1. Sponsor Nonprofit Documentation - Documentation of the sponsor's nonprofit status must be uploaded, if the applicant and project sponsor are different entities, and the sponsor is a nonprofit organization.

2. PHA Certification - Non-PHA Applicants for S+C SRO and Section 8 SRO projects must submit a signed and dated letter from an authorized representative of the local PHA certify that the Applicant is authorized to act on behalf of the PHA. Applicant is authorized to act on behalf of the PHA.

3. Other Attachment(s) - Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

Document Type	Required?	Document Description	Date Attached
1. Sponsor Nonprofit Documentation	No	Casa Esperanza Ho...	10/11/2011
2. PHA Certification Letter	No		
3. Other Attachment	No		

Attachment Details

Document Description: Casa Esperanza Homeless Center 501(c)(3)
Documentation

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For the Supportive Housing (SHP), Shelter Plus Care (S+C), and Single Room Occupancy (SRO) programs:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for S+C:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For SHP Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. For S+C Only. Supportive Services.

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

D. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Name of Authorized Certifying Official Sharon Friedrichsen

Date: 10/18/2011

Title: Director

Applicant Organization: County of Santa Barbara

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

X

**EXHIBIT C
PROGRAM BUDGET**

Casa Esperanza Day Center Activities	February 1, 2012 – January 31, 2013 (Total Program Budget)
Supportive Services includes the following:	
1) Outreach	-
2) Case Management (Salaries & Benefits)	\$73,218
3) Life Skills (outside of case management)	-
4) Alcohol and Drug Abuse Services (S & B)	14,295
5) Mental Health and Counseling Services	-
6) HIV/AIDS Services	-
7) Health Related Services (Salaries & Benefits)	20,718
8) Education and Instruction	2,709
9) Employment Services (Salaries & Benefits)	20,000
10) Child Care	-
11) Transportation	-
12) Program Director Salaries & Benefits (portion)	10,000
13) Direct Assistance (Rental Assistance)	<u>\$12,000</u>
Total Supportive Services	\$152,940
Supportive Services "Cash Match"	47,930
Program Administration (1/2 of 5% Admin)	3,823
TOTAL ACTIVITY	\$204,693

All of the above Supportive Housing Program funds requested for reimbursement cannot be charged to any other funding source. The "Cash Match" cannot be charged to any other Federal funding source.

EXHIBIT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 2424, as all may be amended, Participants' responsibilities.

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person with whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of regulations implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

EXHIBIT D (CONTINUED)
INSTRUCTIONS FOR CERTIFICATION

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SUBRECIPIENT: Casa Esperanza Homeless Center

CONTRACT NUMBER: CA0596B9D031104

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT E
FEDERAL CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The SUBRECIPIENT must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or entities acting on behalf of the SUBRECIPIENT will comply with the Lobbyist Requirements.

Failure on the part of the SUBRECIPIENT or persons and/or entities acting on behalf of the SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT:

Casa Esperanza Homeless Center

CONTRACT NUMBER: CA0596B9D031104

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT F
SUPPORTIVE HOUSING PROGRAM CERTIFICATION

A. Fair Housing and Equal Opportunity

SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to SUBRECIPIENT, this assurance shall obligate SUBRECIPIENT, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

SUBRECIPIENT will comply with the Fair Housing Act (42 U.S.C. 3601 et seq.), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

SUBRECIPIENT will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

SUBRECIPIENT will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Part 60), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. SUBRECIPIENT will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations, all as may be amended.

SUBRECIPIENT will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 et seq.), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

SUBRECIPIENT will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 791 et seq.), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

SUBRECIPIENT will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

SUBRECIPIENT will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, SUBRECIPIENT will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

SUBRECIPIENT will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 791 et seq.), as amended.

B. 1-Year Operation Rule.

SUBRECIPIENT PROGRAM will be operated for the purpose specified in the Program Application for any year for which such assistance is provided.

SUBRECIPIENT: Casa Esperanza Homeless Center

CONTRACT NUMBER: CA0596B9D031104

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT G
CERTIFICATION FOR A DRUG-FREE WORKPLACE

SUBRECIPIENT certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees ---
 1. The dangers of drug abuse in the workplace;
 2. The Applicant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;
- d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

SUBRECIPIENT: Casa Esperanza Homeless Center

CONTRACT NUMBER: CA0596B9D031104

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT H
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

The SUBRECIPIENT (hereinafter SUBRECIPIENT) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations, all as may be amended.

The SUBRECIPIENT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

The SUBRECIPIENT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

The SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

SUBRECIPIENT: Casa Esperanza Homeless Center

CONTRACT NUMBER: CA0596B9D031104

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT I
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

SUBRECIPIENT shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SUBRECIPIENT or its agents or employees or independent contractors ; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

SUBRECIPIENT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

SUBRECIPIENT shall indemnify, defend, and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the SUBRECIPIENT or its agents or employees or independent contractors to the fullest extent allowable by law.

SUBRECIPIENT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the SUBRECIPIENT's indemnification of the COUNTY, SUBRECIPIENT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place SUBRECIPIENT in default. Upon request by the COUNTY, SUBRECIPIENT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all SUBRECIPIENT 's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event SUBRECIPIENT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if SUBRECIPIENT has no employees as defined in California Labor Code Section 3350 et seq. during the entire period of this Agreement and SUBRECIPIENT submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of SUBRECIPIENT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the SUBRECIPIENT in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and SUBRECIPIENT. The automobile liability insurance shall cover all owned, non-owned and hired motor

vehicles that are operated on behalf of SUBRECIPIENT pursuant to SUBRECIPIENT's activities hereunder. SUBRECIPIENTS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the SUBRECIPIENT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of SUBRECIPIENT's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the SUBRECIPIENT is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

SUBRECIPIENT shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the SUBRECIPIENT may be held responsible for payment of damages resulting from SUBRECIPIENT 'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the SUBRECIPIENT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the SUBRECIPIENT'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT J
SUBMISSION SCHEDULE

Invoices and Performance Reports

Invoices and quarterly/annual performance reports are due to County Community Services Department, Housing and Community Development Division, according to the following schedule:

DEADLINE	REPORTING PERIOD	SUBMISSION DOCUMENTS
November 30, 2012	February 1, 2012 – October 31, 2012	Quarter 1-3 Invoice HMIS Report
March 1, 2013	November 1, 2012 – January 31, 2013	Quarter 4 Invoice HMIS Report