

## Memorandum of Agreement

By and between  
Good Samaritan Shelter  
and the  
County of Santa Barbara

This Memorandum of Agreement (“MOA”) is made by and between Good Samaritan Shelter (“GSS”), a California nonprofit public benefit corporation, and the County of Santa Barbara (“County” and, together with GSS, collectively, the “Parties”) for purposes of GSS submitting to the California Department of State Hospitals (“DSH”) and Advocates for Human Potential (“AHP”) an application for Incompetent to Stand Trial Infrastructure Program funding (“Program Funding” or “Program Funds”).

WHEREAS, AHP entered into an agreement with the State of California through DSH to facilitate project funding awards and provide services to DSH as the third-party administrator of the DSH Incompetent to Stand Trial (“IST”) Diversion and Community-Based Restoration Infrastructure Program (“Program”);

WHEREAS, the purpose of the Program is to expand the State’s access to residential housing infrastructure for individuals found in judicial proceeding to be incompetent to stand trial and eligible for participation in a DSH-funded diversion or community-based restoration program;

WHEREAS, on or about November 7, 2023, DSH issued a Request for Proposals (“RFP”), to which the County submitted a proposal to provide 6 beds for IST individuals;

WHEREAS, the County seeks to address the needs of individuals deemed Incompetent to Stand Trial (“IST”) within its jurisdiction;

WHEREAS, DSH issued the County a letter dated July 25, 2024 approving the County’s proposal and awarding to the County program funds of \$562,500.00 (the “Award Letter”)

WHEREAS, the County must enter into an Agreement with AHP for the use of these funds in the County of Santa Barbara (“Program Funding Agreement”);

WHEREAS, DSH allows for this Program Funding to be made available to community-based organizations to develop infrastructure for diversion of individuals deemed IST from DSH facilities;

WHEREAS, in order for Program Funding to be available to community-based organizations, those community-based organizations must enter into a memorandum of agreement with a county that includes certain program requirements and terms; and

WHEREAS, GSS has expertise to support diversion efforts for individuals deemed IST and desires to submit an application for Program Funding (“Project Application”) of an allowable IST Diversion and Community-Based Restoration Infrastructure Program (the “Project”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

### PROGRAM REQUIREMENTS, USES, FUNDS AND DISBURSEMENT

1. GSS shall comply with each of the following, as amended and in effect from time to time, which are hereby incorporated by this reference as if set forth herein in full (“Program Requirements”):
  - a. State Welfare and Institutions Code section 4361.6;
  - b. The RFP for the Program;

- c. Guidance issued by DSH regarding the Program;
  - d. The Award Letter;
  - e. The Program Funding Agreement; and
  - f. All other applicable local, state, and federal laws applicable, including, but not limited to, State Labor Code statutes applicable to public works projects.
2. GSS shall use any Program Funding for eligible purposes consistent with the Program Requirements and the Program Funding Agreement. Any Program Funding shall be used solely for the following:
    - a. Acquisition, or down payment for acquisition of real property,
    - b. Construction costs, including construction of a new facility, or modification, expansion, or to retrofit an existing facility, or
    - c. One-time purchases of patient and staff furnishings and minor equipment.
  3. No portion of the Program Funding shall be disbursed to GSS for the costs of the Project until GSS submits to AHP, and AHP and DSH, each, approve the documents described below, and any additional supporting information, as may be requested by AHP or DSH:
    - a. A complete Project Application packet for the Project, with all supporting documents appended thereto, in the form attached to this MOA and incorporated herein by this reference as Exhibit 1. GSS shall provide its Project Application to the County prior to submittal for the County's review and approval.
    - b. A complete disbursement request ("Disbursement Request") for the portion of Program Funds required to complete the Project, not to exceed Ninety-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$93,750.00) per bed, in the form attached to this MOA and incorporated herein by this reference as Exhibit 2.
    - c. Any additional documentation requested by AHP, DSH, or the County reasonably related to the Project;
    - d. The portion of the Program Funding approved for disbursement to GSS in response to its Disbursement Request shall be disbursed by AHP to GSS within thirty (30) days of AHP's receipt of written notice from DSH of its approval of GSS's (i) Project Application and (ii) Disbursement Request.

#### **GSS IMPLEMENTATION OF PROJECT, OVERSIGHT, AND REPORTING**

4. Following approval of the Project Application and award of Project Funding to GSS, GSS shall:
  - a. Secure real property for the Project site.
  - b. Enter into a declaration of restrictions with DSH restricting use of the Project funded with any Program Funds to serve DSH-identified populations to be recorded on the real property upon which each Project is located that restricts the use of the Project for a term of thirty (30) years for new construction, and twenty (20) years for rehabilitation, of the Project. The deed restriction must be recorded on the title to the real property in the official records of the county upon which the Project is located before any Program Funds for the Project are disbursed. Notwithstanding the foregoing, in the event that GSS is acquiring real property upon which the Project is to be constructed or operated, the deed restriction shall be recorded on the title to the real property in the official records of the county upon which the Project is located at the close of escrow. If the Project is leased, in which event the lease must be for a minimum term of thirty (30) years for new

construction, and twenty (20) years for rehabilitation, of the Project, the deed restriction must be signed by both the lessee and the owner of the fee interest in the real property and recorded against both the fee interest in the real property and the leasehold interest. Notwithstanding the foregoing, in the event that DSH terminates the declaration of restrictions prior to the expiration of the term of such declaration of restrictions, DSH shall record a termination and release of the declaration of restrictions in the official records of the county where the Project is located.

- c. Provide monthly and quarterly progress reports in connection with the Project, in a form and substance approved by AHP, in its sole discretion, including (i) a reconciliation showing all expenditures made with any Program Funds for each Project, (ii) any documentation or evidence requested by AHP to support such expenditures, (iii) completion of Project milestones, (iv) any substantial changes to the Project and (v) any other information reasonably related to the Project. In addition, GSS shall be required to satisfy State financial and administrative reporting requirements and submit data through an online database.
- d. Upon completion of the Project, GSS shall provide periodic reports to DSH to monitor compliance with the terms of the Program Funding Agreement, the Program Requirements, and to perform Project evaluations. Any information requested by DSH shall be submitted electronically in a format provided by DSH.
- e. Assign the necessary staff to monitor the use of the Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this MOA or the Term of the Program Funding Agreement, whichever is longer, or as may be required by GSS.
- f. Comply with any reporting and record retention requirements in the Program Requirements or the Program Funding Agreement.
- g. Any Program Funds that have not been disbursed to GSS by the expiration of the Period of Performance set forth in the Summary Cover Sheet of the Program Funding Agreement ("Period of Performance") shall no longer be available to GSS for disbursement for the Project. Any Programs Funds that have been disbursed to GSS but remain unexpended by the expiration of the Period of Performance shall be returned to DSH, with accrued interest at the Local Agency Investment Fund ("LAIF") rate in effect on the date such funds were disbursed to GSS, within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by DSH. The enabling legislation for the LAIF is State Government Code section 16429.1 et seq. GSS shall not be entitled to disbursement of any Program Funds after expiration of the Period of Performance and any such undisbursed funds shall be retained by DSH.
- h. Provide an annual audit to the County and DSH within 90 days of the end of the fiscal year.
- i. Report material changes, such as changes in key staff or litigation against GSS or the Project, to the County and DHS.
- j. Be registered with the California Department of Industrial Relations ("DIR") as required by California Labor Code section 1725.5 and comply with California Labor Code section 1720 *et seq.*, including, but not limited to, the payment of prevailing wages, for all work performed at the Project.
- k. Provide the County and DSH with access to relevant data and information necessary for the success of the Project and in accordance with Program Funding requirements and all

applicable laws and regulations.

#### **INDEMNIFICATION BY GSS**

5. GSS shall indemnify, defend, and hold harmless the County, its officers, employees and agents against liabilities to third persons and other losses and for any costs and expenses incurred by the County, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of the County), arising out of, resulting from, or relating to, GSS's performance under this MOA and including, but not limited to, the following:
  - a. Any act, omission, or statement of GSS, or any person employed by or engaged under contract with GSS, that results in injury (including death), loss, or damage to any person or property. Any failure on the part of GSS to comply with applicable Program Requirements and requirements of law;
  - b. Any act or omission of any third-party contractor engaged by GSS, including, but not limited to, any failure of any third-party contractor to comply with the Program Requirements and the terms of this MOA;
  - c. Any failure on the part of GSS or its third-party contractors to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
  - d. Any injury to property or person occurring on or about the infrastructure or the property of GSS or the Project; or
  - e. Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which the Project funded with any Program Funds is located.
6. GSS shall indemnify the County for any of the above acts in paragraph 5 attributable to GSS's employees, consultants, agents, or lower-tiered subcontractors in connection with this MOA. The County shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. GSS shall defend the County with counsel reasonably acceptable to the County. The County may, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. GSS shall not settle any Claim without the consent of the County, as applicable.
7. GSS shall indemnify, defend and save harmless the County, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened), and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this MOA, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GSS in connection with this MOA.
8. The indemnification provisions shall survive the expiration or termination of this MOA.

#### **COUNTY TECHNICAL ASSISTANCE**

9. The County shall provide technical assistance to GSS on GSS's Application, Disbursement

Request, and GSS's provision of services for the Project.

**THIRD PARTY BENEFICIARY**

10. AHP and DSH are third-party beneficiaries of this MOA. This MOA shall not be construed so as to give any other person or entity, other than the Parties, DSH, and AHP, any legal or equitable claim or right. DSH and AHP may enforce any provision of this MOA to the full extent permitted in law or equity as a third-party beneficiary of this MOA. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of the Program Funds awarded to the County.

**TERM**

11. This MOA shall be effective as of the first date duly executed by all of the Parties ("Effective Date") and shall remain in effect until the end of the grant term, June 30, 2028, unless earlier terminated in accordance with the provisions of this MOA as follows:

- a. The County may terminate this MOA with 30-days written notice to GSS if GSS's Application is not approved by DHS or if GSS does not acquire real property for the Project.
- b. Should GSS default in the performance of this MOA or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this MOA in whole or in part by written notice. Upon receipt of notice, GSS shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by GSS, unless the notice directs otherwise.

**DESIGNATED REPRESENTATIVE**

12. \_\_\_\_\_ at phone number \_\_\_\_\_ is the representative of the County and will administer this MOA for and on behalf of the County. \_\_\_\_\_ at phone number \_\_\_\_\_ is the authorized representative for GSS. Changes in designated representatives shall be made only after advance written notice to the other party.

**MISCELLANEOUS**

13. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

14. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOA to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

16. In conjunction with the matters considered herein, this MOA, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the parties with

respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOA may be altered, amended or modified only by an instrument in writing, duly executed by the parties to this MOA and approved by DSH. Each party waives its future right to claim, contest or assert that this MOA was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

- 17. This MOA shall be governed by the laws of the State of California. Any litigation regarding this MOA or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
- 18. This MOA may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- 19. All provisions of this MOA which by their nature are intended to survive the termination or expiration of this MOA shall survive such termination or expiration.
- 20. This MOA shall not be construed for or against any party based on which party drafted this MOA, and each party had the opportunity to review this MOA with its respective legal counsel to the party's satisfaction.

IN WITNESS WHEREOF, the parties hereto have entered into this MOA, to be effective as of the Effective Date.

**COUNTY OF SANTA BARBARA**  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GOOD SAMARITAN SHELTER**

Signed by:  
 By: Sylvia Barnard  
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 Sylvia Barnard  
 Executive Director

Date: 6/27/2026 | 7:10 AM PDT

Exhibits:

- 1. Project Application
- 2. Disbursement Request Form

**EXHIBIT 1**  
**PROJECT APPLICATION PACKET**

## **DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET**

The purpose of the Department of State Hospitals (DSH) Incompetent to Stand Trial (IST) Diversion and Community-Based Restoration (CBR) Infrastructure Project is to increase the availability of beds for diversion and community-based restoration treatment for eligible individuals charged with a felony and deemed IST.

### Funding Parameters

Applicants will receive a flat amount of \$93,750 per bed for the approved number of beds in each proposed residence. This funding is intended to assist with the costs of any of the following: acquisition, down payment, construction of a new facility, rehabilitation of an existing facility, and/or the costs of furniture, fixtures, and minor equipment needed for occupancy to deliver diversion and/or CBR services. Properties can be leased (long-term), and applicants can receive IST Infrastructure Project funds to rehabilitate or furnish the residences; however, IST Infrastructure Project funds may not be used for lease payments. Upon approval and funding of an Infrastructure Project, applicants are required to provide documentation of costs—such as proof of purchase of a residential property; costs of acquisition, construction, and rehabilitation; and costs of furniture—and evidence of payment in quarterly financial reports.

Funds awarded pursuant to the project must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Funding may not be used for reimbursement of previously expended funds. Only those costs that can be associated with completing the project would be eligible costs.

Applicants are required to meet state financial and administrative reporting requirements and submit data through the Building California Portal. Reporting requirements will include monthly progress reports, quarterly financial reports, and a final report.

### Declaration of Restrictions

Applicants that participate in this funding opportunity must also commit to a restrictive covenant stating that the property will be used to serve DSH-identified populations for 20–30 years, depending on the type of Infrastructure Project, starting from the date the facility becomes operational. Applicants must commit to using the property to serve a DSH-identified population for 30 years for construction of a new facility or 20 years for rehabilitation of an existing facility.

A Declaration of Restrictions (DoR) must be signed by the property owner and recorded on the title to the real property in the official records of the county where the Infrastructure Project is located before any funds for the Infrastructure Project are disbursed. For acquisitions, the DoR will be recorded after funds have been disbursed so the property can be purchased. If the Infrastructure Project is leased, the DoR must be signed by both the lessee and the owner of the fee interest in the real property and recorded against both the fee interest in the real property and the leasehold interest. A county or non-county entity must obtain a DoR for ANY use of infrastructure funding.

## **DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET**

Applicants may elect to use the housing to serve a mixed population and allocate a certain number of beds to non-DSH-funded participants. Please note that DSH will request reimbursement for each bed used for a non-DSH client as a credit against DSH's Diversion and/or CBR service payment to the applicant.

### Residential Requirements

Residences must provide bedrooms, bathroom facilities, shared living spaces, and access to outdoor spaces. No more than two individuals can occupy one bedroom. DSH will consider a variety of licensed and unlicensed, locked and unlocked residential treatment homes and facilities, including but not limited to Supported Transitional Housing, Board and Care, Adult Care Facilities, Recovery Residences, and Mental Health Rehabilitation Centers.

Projects must be compliant with all local, county, state, and federal laws, and requirements. Residential units must meet all building codes and adhere to building standards as outlined in California Code of Regulations, Title 24, Part 2.5.<sup>1</sup>

All projects shall adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II. In addition, developments shall adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Notice").

A DSH IST Infrastructure Project is a "public works" project; therefore, applicants using DSH IST Infrastructure Project funding to fund public works are subject to California's prevailing wage and working hours laws (Cal. Lab. Code, div. 2, part 7, Ch. 1).

### Application Process

Applicants are required to complete and submit a Project Application Packet through Survey Monkey Apply. A single, unique, and distinct Project Application Packet is required for each proposed Infrastructure Project at each separate and distinct address and assessor's parcel number (APN). Applicants will have access to the application in SMA to add or amend information up to the time of formal application submission. It is the applicant's responsibility to ensure that the submitted application is accurate and complete. No edits can be made after submission. However, reviewers may request additional clarifying information from applicants at any time after application submission.

Applicants are required to submit a full, complete, and accurate budget with their application. Applicants must ensure that expenses are allowable under the contract and will be expected to provide sufficient backup documentation. Applicants shall be solely responsible for any costs to

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<sup>1</sup> California Department of General Services. (n.d.). [California Building Standards Commission](https://www.dgs.ca.gov/BSC). <https://www.dgs.ca.gov/BSC>

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

complete the project in excess of the program funds award amount. Neither DSH nor AHP will be responsible for any cost overruns.

The online proposal includes the following pages for you to complete. Please email [IST@ahpnet.com](mailto:IST@ahpnet.com) with any questions regarding the DSH IST Infrastructure Project Application Packet or for assistance with technical difficulties related to the online application.

The pages below are a WORKSHEET (not the actual application). Please use this worksheet as a **guide** to complete the online application.

### Section I. Infrastructure Project Information

- 1. Infrastructure Project Site Information:** Enter the street address of the proposed Infrastructure Project. Abbreviate as follows: Rd., St., Pl., Blvd., and Ave. For new construction (ground-up construction), enter the assessor’s parcel number (APN).

Infrastructure Project Site Information	
Infrastructure Project Title	Infrastructure Project Title should be concise and remain consistent on all documents.
Residential Type	<ul style="list-style-type: none"> <li>• Single-Family Home</li> <li>• Duplex</li> <li>• Town House</li> <li>• Apartment</li> <li>• Condominium</li> <li>• Hotel or Motel</li> <li>• Other (please specify)</li> </ul>
Street Address 1	
Street Address 2	
City	
State	
Zip Code	
County	
APN	
Number of Beds	
Maximum Funding Amount Requested	<i>Automatic sum of number of beds x \$93,750</i>

- 2. Applicant Information:** Enter the name and contact information for the Lead Authorized Representative/Project Director.

Applicant Information	
First Name	
Last Name	

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

Contact Title	
Organization/Entity	
Department	
Telephone	
Email	
<b>If applicable, enter the contact information for the third-party contractor or community-based organization partner administering all or a portion of the Infrastructure Project.</b>	
<p>Non-county entities are required to provide a fully executed Memorandum of Agreement (MOA) from the partnering county as per the Program Funding Agreement (PFA).  <b>[If yes, upload document here.]</b>                  Please label all files for upload as follows: Document Title_Project Title_Date Submitted                  Please keep file names short. Abbreviations are acceptable.</p>	
Organization Name	
Employer Identification Number (EIN)	
Street Address 1	
Street Address 2	
City	
State	
Zip Code	
First Name	
Last Name	
Contact Title	
Telephone	
Email	

### 3. Facility Information

- Please select ONE facility type that best defines your Infrastructure Project.  
*Supported Transitional Housing:* Supported, yet temporary accommodation that provides structure, supervision, and support for behavioral health, life skills, education, and/or training.
- *Board and Care:* Nonmedical, custodial care provided in a single-family residence, retirement residence, or an appropriate care facility, including nursing homes. This is a facility licensed to care for more than six (6) residents by the Community Care Licensing Division of the California Department of Social Services.
- *Adult Care Facility:* Facility that provides 24-hour, nonmedical care and supervision for clients ages 18–59 or any person 60 years of age or older under specified requirements. Clients may have a mental, physical, or developmental disability.

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

- *Recovery Residence*: Residential dwelling that provides primary housing for individuals who seek a cooperative living arrangement that supports personal recovery from a substance use disorder (SUD) and that does not require licensure or does not provide licensable services. Recovery residences may include, but are not limited to, sober living homes, sober living environments, or unlicensed alcohol- and drug-free residences.
- *Mental Health Rehabilitation Center*: 24-hour program that provides intensive support and rehabilitative services designed to assist individuals 18 years or older with mental disorders who would have been placed in a state hospital or another mental health facility to develop skills to become self-sufficient and capable of increasing levels of independence and functioning.
- Other (Please specify in the box below.)

Will the proposed facility be locked or unlocked?

- Locked
- Unlocked

Will the proposed facility be licensed once it is established?<sup>1</sup>

- Yes
- No

**If yes**, please list any **behavioral health** licensing, certifications, and/or accreditations required at the state and/or local level to operate the existing program. Include existing licensing and certification numbers and named holders as applicable.

#### 4. Residential Unit Details

Residences must provide bedrooms, bathrooms, shared living spaces, and access to outdoor spaces for individuals deemed IST, and no more than two individuals can occupy one bedroom. Residential units must meet all building codes and adhere to building standards as outlined in the California Code of Regulations, Title 24, Part 2.5.<sup>2</sup> Residences shall adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II.

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<sup>1</sup> Facilities that require licenses are Board and Care, Adult Care, and Mental Health Rehabilitation Centers. For information on licensing, see: <https://www.dhcs.ca.gov/>

<sup>2</sup> California Department of General Services. (n.d.). *California Building Standards Commission*. <https://www.dgs.ca.gov/BSC>

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

Site Information	
Number of bedrooms with single occupancy	
Number of bedrooms with double occupancy	
Number of bathrooms in bedrooms	
Number of bathrooms in common areas	
Number of shared living spaces, excluding bedrooms	
Access to outdoor spaces	yes/no

**Additional Site Amenities (select all that apply)**

- Community/Common Areas
- Laundry Facilities
- Gated Access
- Security Cameras
- Security Personnel
- Recreational Areas
- Other (describe in the next question)

Please provide a narrative description of the site, such as what will be provided in bedrooms (e.g., furniture), bathrooms, and common spaces; the surrounding area and its location in the community; and any other details about the site that will support the intended clients and services (limit: 500 words).

**5. Program Services**

What type(s) of program will be operated in the residence?

- Community-Based Restoration
- Diversion
- Both

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

The residence must provide individuals with access to supportive staff and a variety of therapeutic and wraparound supportive services. Please select which services below will be offered at the residence. Select all that apply.

- Intensive Case Management
- Mental Health Treatment
- SUD Treatment
- Medication Management
- Peer Support Services
- Vocational and Rehabilitative Services
- Assistance with Job Application and Benefits Entitlement Paperwork
- Individual and Group Sessions, Including Wellness Groups
- Family Reunification Services
- Linkages to Community Resources
- Criminal Justice System Coordination
- Transportation to/from Medical Appointments
- Other (please specify): \_

Please describe the services to be provided to individuals in the residence, including staffing patterns and safety and security measures (limit: 1,000 words).

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

### 6. Infrastructure Project Details

Below are the definitions for the distinct types of infrastructure projects covered by this funding opportunity.

*Acquisition of a Property:* Purchase of real property and improvements attached thereto; total cost incurred in purchase of a property, including the price of the property and various fees and expenses.

*Down Payment on a Property:* The initial payment made toward a property, which is the difference between the property's purchase price and the balance due.

*Rehabilitation Construction or Remodel of a Property:* The total amount of money spent on materials, specialty tools, and labor for the purpose of updating, renovating, improving, expanding, or retrofitting an existing building. Funds can be used for a property owned by the county, or that the county will lease.

*New Construction (Ground-up Construction) of a Property:* Construction of a new building.

*Furniture, Fixtures, and Equipment:* Refers to movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building and are required for occupancy and service delivery.

Please identify the type(s) of Infrastructure Project proposed. Check all that apply.

- Acquisition of a Property
- Down Payment on a Property
- Rehabilitation Construction or Remodel of a Property
- New Construction (Ground-up Construction) of a Property
- Furniture, Fixtures, and Equipment

Infrastructure Projects must be compliant with all local, county, state, and federal laws and requirements. Residential units must meet all building codes and adhere to building standards as outlined in the California Code of Regulations, Title 24, Part 2.5.

Applicants are solely responsible for any and all legal standards; statutes; state, local and municipal building codes; and ordinances. Furthermore, applicants are solely responsible for the construction management for building standards.<sup>3</sup>

*Please note:* A DSH IST Infrastructure Project is a "public works" project if the county intends to use the DSH IST Infrastructure Project funds for the "[c]onstruction, alteration, demolition, installation, or repair" of a building or structure (Cal. Lab. Code, §§ 1720, subd. [a], 1750, subd. [b][1]). Counties using DSH IST Infrastructure Project funding to fund public works are subject to California's prevailing wage and working hours laws (Cal. Lab. Code, div. 2, part 7, Ch. 1) and the county's Infrastructure Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Cal. Lab. Code, § 1771.4, subd. [a][1]).

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<sup>3</sup> California Department of General Services. (n.d.). [California Building Standards Commission](https://www.dgs.ca.gov/BSC). <https://www.dgs.ca.gov/BSC>

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

Please provide a detailed narrative description of the proposed Infrastructure Project plan. Please describe preliminary site plans, floor plans, design drawings, and/or construction plans for the proposed Infrastructure Project. Include any engagement with the community or local jurisdiction (limit: 1500 words).

### 7. Infrastructure Project Timeline

Please complete the timeline for the proposed Infrastructure Project in the table below. Please leave dates blank for milestones that do not apply to your Infrastructure Project.

Milestone	Date
Finalize Acquisition/Execute Long-term Lease	
Receive Building Permit	
Start Construction	
Complete Construction	
Expected Project Completion	

## Section II. Document Upload

Please label all files for upload as follows: Document Title\_Project Title\_Date Submitted  
Please keep file names short. Abbreviations are acceptable.

### 1. Infrastructure Project Budget Template

Please ensure that you have uploaded the total budget for the Infrastructure Project using the template provided, and make sure the budget is aligned with the deadline for the expenditure of funds. If the Infrastructure Project costs exceed the DSH funding allotment, please clearly indicate which budget items are intended to be covered through the IST Infrastructure Project.

***All funds must be expended by June 30, 2028.***

**[Upload Infrastructure Project Budget Template here]**

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

Does this Infrastructure Project require funding from an alternative source?

- No
- Yes

If **yes**, please provide the following information for each separate source of funding.

Source 1:

Amount of funding:

Date the funding will be secured:

Upload documentation of alternative funding. **[Upload document here]**

Source 2:

Amount of funding:

Date the funding will be secured:

Upload documentation of alternative funding. **[Upload document here]**

In the box below, please describe the plan to cover any cost overruns associated with this Infrastructure Project.

### 2. Infrastructure Project-Specific Documents

Please upload the following documents, as required by the type of Infrastructure Project identified:

**For ALL projects:**

- Site Plan **[Upload document here]**
- Floor Plan **[Upload document here]**

#### ***Acquisition of, or Down Payment on a Property***

Site control of the property to be acquired must be demonstrated by **one** of the following:

- An executed Purchase and Sale Agreement (PSA)
- An executed Exclusive Negotiation Agreement (ENA)
- An executed letter of intent (LOI) that outlines the terms of a sale or lease contract, providing that a fully executed option will be completed within 90 days of application submission date.

And

- A Preliminary Title Report
- A current (as is) appraisal (within 90 days)

**[Upload document here]**

## DSH INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED RESTORATION INFRASTRUCTURE PROJECT APPLICATION PACKET

### **New Construction (Ground-up Construction) or Rehabilitation Construction**

Please upload the following documents:

- Proof of Ownership with clear title, or a copy of the lease that has a length equal to (or greater than) the term of the Declaration of Restrictions (DoR)

**[Upload document here]**

- *For leased properties only:* Preliminary title report identifying the landlord as the owner of the property **[Upload document here]**

and

- Schematic drawings, Design drawings, or Construction drawings (elevations and site plan) **[Upload document here]**

and

- Development Schedule **[Upload document here]**

### ***Furniture, Fixtures, and Equipment***

- A detailed list of items requested should be **itemized within the budget template.**

## **THANK YOU!**

Thank you for completing the DSH IST Infrastructure Project Application Packet. After your application is submitted through SurveyMonkey Apply (SMA), an email confirmation will be sent to your Lead Authorized Representative's email address, as listed in this packet. If you have any questions, please contact [IST@ahpnet.com](mailto:IST@ahpnet.com).

Following the review and approval of the application by DSH, applicants can authorize work to begin on the Infrastructure Project, record the DoR, and submit a Request for Funds Distribution form in the Building California Portal.

**EXHIBIT 2**

**FORM OF DISBURSEMENT REQUEST**

**FORM OF DISBURSEMENT REQUEST**

**Create Fund Allocation Request**

**COMMUNITY-BASED ORGANIZATION (CBO) INFORMATION**

\*CBO Name

\*CBO Department Administering DSH-IST Funds

\*Authorized Representative Person Completing this Form

\*Authorized Representative Email

\*Authorized Representative Phone

\*I hereby request initial funding of 100% of total funding awarded under the DSH-IST Program

- Yes
- No

\*What is the date you plan to request this advance disbursement after PFA execution?

**ELECTRONIC FUNDS TRANSFER SET-UP**

\*Select one:

- Yes, the CBO agrees to provide electronic banking information to set-up the electronic funds transfer process with AHP
- No, the CBO declines to provide electronic banking information and will be requesting checks be mailed to the following address and attention line:

\*Street Address

Line 2

\*City

\*State

\*Zip

If you wish for funds to be disbursed electronically, please provide your banking information to enable AHP to be able to pay invoices via Electronic Funds Transfer (EFT) by uploading a copy of a voided check or recent bank statement here, within this form, to verify the bank account information.

\*ABA Routing Number for ACH transfers:

\*Account Number:

\*Account Holder Name:

\*Bank Name:

**Bank Mailing Address**

\*Street Address

Line 2

\*City

\*State

\*Zip

\*Email account to which the remittance detail information should be sent

\*Type of bank account (select one):

- Checking
- Savings

**ELECTRONIC SIGNATURE AND ACKNOWLEDGEMENT**

I attest that as a duly authorized Representative of \_\_\_\_\_, I am requesting that AHP disburse the 100% of DSH-IST Funding as outlined in the County of Santa Barbara's executed PFA.

\*Name of Authorized CBO Representative, used as an electronic signature:

\*Date Electronically Signed: