

**PROGRAM FUNDING AGREEMENT  
CALIFORNIA DEPARTMENT OF STATE HOSPITALS  
INCOMPETENT TO STAND TRIAL DIVERSION AND COMMUNITY-BASED  
RESTORATION INFRASTRUCTURE PROJECTS**

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**SUMMARY COVER SHEET**

Program Funding Agreement ID	<b>7553-CA IST-CA-SANTABARB-CO-42</b>
Program Agreement Effective Date:	
Program Funding Agreement Manager:	<b>ADVOCATES FOR HUMAN POTENTIAL, INC.</b> , a Massachusetts corporation (“AHP”) 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467  <b>AHP Contracting Officer:</b> Reshma Ryan, General Counsel Tel: (978) 443-0055 (o)   legalnotices@ahpnet.com  <b>AHP Designated Representative:</b> Sheronna Quinine, Program Director Tel: (323) 629-4430   squinine@ahpnet.com
County:	<b>COUNTY OF SANTA BARBARA</b> , a political subdivision of the State of California, acting through its County Executive Office <b>Contracting Officer: Mona Miyasato</b> 105 East Anapamu Street, Santa Barbara, California 93101, United States Tel: (805) 568-3400 (o)   mmiyasato@countyofsb.org  <b>Designated Representative: Edward Teyber</b> 105 East Anapamu Street, Santa Barbara, California 93101, United States Tel: (805) 568-3550 (o)   edteyber@countyofsb.org
Prime Contract Identification:	<b>California Department of State Hospitals Agreement No.: 22-79017-000 Contract Title: <i>Incompetent to Stand Trial, Diversion and Community-Based Restoration Infrastructure</i></b>
Contract Type:	Deliverable Based Type Contract
Period of Performance:	Effective Date through June 30, 2028
Consideration/Budget:	Infrastructure, Acquisition, Down Payment, Rehabilitation, New Ground-Up Construction, and/or furniture, fixtures, and equipment <b>Not to Exceed \$562,500.00</b>

Program Funding Agreement Cover Sheet

(This Page is not part of the Program Funding Agreement and is for Summary/Reference Purposes Only)

This Program Funding Agreement (the “**Agreement**”) is entered into (the “**Effective Date**”) by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, a Massachusetts corporation, with offices located at **490-B Boston Post Road, Sudbury, MA 01776** (“**AHP**”), and **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, acting through its County Executive Office with offices at **105 East Anapamu Street, Santa Barbara, California 93101, United States** (the “**County**”). AHP and the County may be referred to separately as a “**Party**” or collectively as the “**Parties**”.

## RECITALS

A. AHP entered into an agreement with the State of California (the “**State**”) through the California Department State Hospitals (“**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**”). The agreement between DSH and AHP shall hereinafter be referred to as the “**Prime Contract**” or “**DSH Contract**”;

B. 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;

C. Subject to the requirements of the Program, DSH guidelines, and this Agreement, counties may use their allocation of program funds for acquisition, or down payment for acquisition, construction or renovation of real property, furnishings, and minor equipment to address the increasing number of patient referrals to DSH;

D. On or about November 7, 2023, DSH issued that certain Request for Proposals (the “**RFP**”), attached to this Agreement and incorporated herein by this reference as **Attachment A**. In response to the RFP, the County submitted that certain proposal to provide 6 beds for IST individuals (“**County Proposal**”), attached to this Agreement and incorporated herein by this reference as **Attachment B**;

E. The County and AHP, each, desire the County to submit to AHP for approval by AHP and DSH, the County’s Project Application (defined in Section 3.3.1). Each project to be described in the Project Application is referred to herein as the “**Infrastructure Project**”;

F. DSH issued to the County that certain letter dated July 25, 2024, (“**Award Letter**”), attached to this Agreement and incorporated herein by this reference as **Attachment C**, approving the County Proposal and awarding to the County program funds for the County Proposal in an amount not to exceed FIVE HUNDRED SIXTY-TWO THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS (\$562,500.00) (“**Program Funds**”); and

G. This Agreement sets forth the terms and conditions of AHP’s administration and management of the Program Funds and the County’s duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the State Welfare and Institutions Code section 4361.6.

**NOW, THEREFORE**, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

**ARTICLE 1.**  
**AUTHORITY**

State Welfare and Institutions Code section 4361.6, provides the statutory basis for the Program and California Senate Bill 154 (Chapter 43, Statutes of 2022), the Budget Act of 2022, provides the funding for the Program. AHP provides technical assistance, general training, and support to counties on administration, disbursement and monitoring of the Program Funds, and administration and fund management to DSH. This Agreement is entered under the authority of and in furtherance of the Program and is the result of the County Proposal.

This Agreement is governed by the following (collectively, the “**Program Requirements**”), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 State Welfare and Institutions Code section 4361.6;
- 1.2 The RFP;
- 1.3 Guidance issued by DSH regarding the Program;
- 1.4 The Award Letter; and
- 1.5 All other applicable law, including, but not limited to, State Labor Code statutes applicable to public works projects.

The County is solely responsible and liable for the County and the County’s subcontractors’ performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Infrastructure Project.

**ARTICLE 2.**  
**TERM**

2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 30, 2028 (the “**Expiration Date**”); the period from the Effective Date through the Expiration Date shall be referred to herein as the “**Term**”, unless earlier terminated by AHP or DSH or assigned to DSH pursuant to Section 2.3 below.

2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and DSH otherwise agree in writing.

2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP’s rights and obligations under this Agreement shall be assigned automatically to DSH, effective June 29, 2028, at 11:59 p.m. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an

assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or DSH, and from and after the date of such an assignment: (i) DSH shall be a Party to this Agreement and shall have all rights and obligations of AHP hereunder, and (ii) AHP shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either the County or DSH, unless the County and DSH otherwise agree in writing.

2.4 In the event that the Prime Contract expires, is terminated or amended in a manner removing AHP from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's right and obligations under this Agreement shall be assigned automatically to DSH effective upon the date of the expiration, termination or amendment.

2.5 Notwithstanding the foregoing or anything to the contrary contained herein, AHP and/or DSH shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

### **ARTICLE 3.** **PROGRAM FUNDS AND DISBURSEMENT**

3.1 Purpose. The County has been approved to receive Program Funds not to exceed the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement.

3.2 No Other Purposes. The County shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. Program Funds, or any portion thereof, shall be disbursed to the County only upon satisfaction of the requirements of this Article 3.

3.3 Conditions of Disbursement. No portion of the Program Funds shall be disbursed to the County for the costs of the Infrastructure Project until the County 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:

- 3.3.1 a complete project application packet ("**Project Application**") for each Infrastructure Project, with all supporting documents appended thereto, in the form attached to this Agreement and incorporated herein by this reference as **Attachment D**;
- 3.3.2 a complete disbursement request ("**Disbursement Request**") for the portion of Program Funds required to complete each Infrastructure 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 Agreement and incorporated herein by this reference as **Attachment E**;

- 3.3.3 any additional documentation requested by AHP or DSH, reasonably related to the Infrastructure Project;
- 3.3.4 the portion of the Program Funds approved for disbursement to the County in response to its Disbursement Request shall be disbursed by AHP to the County within thirty (30) days of AHP's receipt of written notice from DSH of its approval of the County's (i) Project Application and (ii) Disbursement Request, provided that the County has otherwise satisfied the requirements of this Article 3, and is not in default under the terms of this Agreement; and
- 3.3.5 in the event that the County elects to engage a third-party contractor or community-based organization to administer all or a portion of its Infrastructure Project, the County shall satisfy all of the requirements described in this Article 3, and submit with its Project Application, a complete compliance certification ("**County's Compliance Certification**"), in the form attached to this Agreement and incorporated herein by this reference as **Attachment F**, together with, a fully executed and binding Memorandum of Agreement, by and between the County and such third-party contractor or community-based organization, in a form and substance acceptable to AHP, in its sole discretion, as an attachment to a complete County's Compliance Certification, evidencing the third-party contractor's or community-based organization's obligations to meet the Program Requirements and the requirements of this Agreement.

#### **ARTICLE 4.** **ELIGIBLE EXPENDITURES**

4.1 **Eligible Uses of Program Funds.** The County shall be responsible for ensuring that the Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement. The Program Funds shall be used solely for the following:

- 4.1.1 acquisition, or down payment for acquisition of real property,
- 4.1.2 construction costs, including construction of a new facility, or modification, expansion, or to retrofit an existing facility, or
- 4.1.3 one-time purchases of patient and staff furnishings and minor equipment.

#### **ARTICLE 5.** **PROGRAM IMPLEMENTATION REQUIREMENTS**

5.1 The County is responsible for the use, administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements.

- 5.1.1 **Monitoring.** The County is responsible for monitoring use of the Program Funds to ensure that the Program Funds are only used for eligible uses in a

manner consistent with the Program Requirements. The County procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring the Infrastructure Project to ensure that Program Requirements are met.

- 5.1.2 Compliance with all Codes. The Infrastructure Project must be in compliance 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.
- 5.1.3 Infrastructure Project Specifications. All residences funded with any Program Funds must provide bedrooms for no more than two (2) residents per bedroom, bathroom facilities, shared living space and access to outdoor spaces.
- 5.1.4 Accessibility and Nondiscrimination. The Infrastructure Project funded must be in compliance with the accessibility requirements set forth in State Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II. In addition, the Infrastructure Project must adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADA), HUD-2014-0042-0001, 79 FR 29671 (5/27/14). Accessible units shall, to the extent feasible and subject to reasonable health and safety requirements, be distributed throughout the Infrastructure Project.
- 5.1.5 Prevailing Wages. Any construction work that is funded with any Program Funds is subject to state prevailing wage law, including State Labor Code section 1720 *et seq.* The County is responsible for ensuring that all subcontractors comply with prevailing wage law as well as any other applicable federal or state labor requirements.
- 5.1.6 Relocation. The County is responsible for ensuring that applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), the California Relocation Assistance Law (California Government Code section 7260 *et seq.*) and their implementing regulations (“**Relocation Laws**”) are complied with, if any Program Funds will be used for the Infrastructure Project that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by DSH, the County is responsible for ensuring that (i) a relocation plan is prepared and approved by the County prior to proceeding with any phase of an Infrastructure Project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) the County provides any required notices and relocation benefits.

5.2 Deed Restriction or Regulatory Agreement. The County is required to enter into a declaration of restrictions with DSH restricting use of the Infrastructure Project funded with any Program Funds to serve DSH-identified populations to be recorded on the real property upon which each Infrastructure Project is located that restricts the use of the Infrastructure Project for a term of thirty (30) years for new construction, and twenty (20) years for rehabilitation, of the Infrastructure Project. The deed restriction must be recorded on the title to the real property in the official records of the county upon which the Infrastructure Project is located before any Program Funds for the Infrastructure Project are disbursed. Notwithstanding the foregoing, in the event that the County is acquiring real property upon which the Infrastructure 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 Infrastructure Project is located at the close of escrow. If the Infrastructure 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 Infrastructure 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 Infrastructure Project is located.

**ARTICLE 6.**  
**PROJECT OVERSIGHT AND REPORTING**

6.1 The County shall provide monthly and quarterly progress reports in connection with the Infrastructure 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 Infrastructure Project, (ii) any documentation or evidence requested by AHP to support such expenditures, (iii) completion of Infrastructure Project milestones, (iv) any substantial changes to the Infrastructure Project and (v) any other information reasonably related to the Infrastructure Project. In addition, the County shall be required to satisfy State financial and administrative reporting requirements and submit data through an online database.

6.2 Upon completion of the Infrastructure Project, the County shall provide periodic reports to DSH to monitor compliance with the terms of this Agreement, the Program Requirements, and to perform Infrastructure Project evaluations. Any information requested by DSH shall be submitted electronically in a format provided by DSH.

6.3 The County shall 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 Agreement or the Term of this Agreement, whichever is longer, or as may be required by the County.

6.4 The County shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.

6.5 Any Program Funds that have not been disbursed to the County by the expiration of the Period of Performance set forth in the Summary Cover Sheet shall no longer be available to

the County for disbursement for the Infrastructure Project. Any Programs Funds that have been disbursed to the County 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 the County, 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.* The County 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.

**ARTICLE 7.**  
**DEFAULT AND REMEDIES**

7.1 Event of Default. Any of the following, after notice to the County by AHP or DSH, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an event of default (“**Event of Default**”) under this Agreement:

- 7.1.1 The County’s failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.
- 7.1.2 The County’s violation of any of the Program Requirements.
- 7.1.3 AHP’s or DSH’s determination of any of the following:
  - 7.1.3.1 The County has concealed any material fact from AHP or DSH related to the County;
  - 7.1.3.2 Any material fact or representation made or furnished to AHP or DSH by the County in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to AHP, or subsequently becomes untrue or misleading;
  - 7.1.3.3 Any Certification provided by the County is determined to be untrue or misleading; or
  - 7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.

7.2 Right to Cure. If the breach, violation, or default pursuant to Section 7.1 is not cured to AHP’s and DSH’s satisfaction, as determined by AHP and DSH, each in their sole and absolute discretion, within thirty (30) days of notice to the County, provided in accordance with the notice requirements of this Agreement, then AHP, with DSH approval, may declare an Event of Default under this Agreement.

- 7.2.1 Notwithstanding the foregoing, the County may request additional time to cure any default from AHP. AHP may, but shall not be required to, grant

any such request, subject to DSH approval, and such approval shall not be unreasonably withheld, conditioned, or delayed. DSH's approval of the County's request for additional time to cure shall be subject to the County's continuing and diligent efforts to cure, and any additional cure period provided to the County shall be reasonable, as determined by DSH, in DSH's sole discretion.

7.2.2 AHP shall provide notice to the County of approval or denial of the County's request for additional time to cure any default. In no event shall any extension of the cure period exceed thirty (30) days.

7.3 AHP/DSH Remedies. Upon the occurrence of an Event of Default, AHP (on DSH's behalf) or the State (represented by DSH in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including, but not limited to, the following:

- 7.3.1 temporarily withhold disbursement of any Program Funds pending correction of the breach, violation, or default;
- 7.3.2 disallow use of any Program Funds for all or part of the costs resulting from the breach, violation, or default;
- 7.3.3 wholly or partly suspend or terminate this Agreement and the County's award of the Program Funds, or disbursements of any portion thereof (any such suspension or termination of this Agreement or the County's award of the Program Funds shall be effective upon the County's receipt of AHP or DSH notice of termination or suspension);
- 7.3.4 withhold or deny further disbursements of Program Funds or awards to the County;
- 7.3.5 require the County to return all or part of any Program Funds disbursed to the County, including any interest;
- 7.3.6 specific performance;
- 7.3.7 injunctive relief; and
- 7.3.8 any and all remedies allowed by law or equity.

## **ARTICLE 8.** **TERMINATION**

8.1 AHP and/or DSH shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the County, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by the County of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless

of whether any or all such violations, breaches or defaults are timely corrected; (iii) the County files a petition in bankruptcy, (iv) the County is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, (v) the County makes an assignment for the benefit of creditors, (vi) the County makes an arrangement pursuant to any bankruptcy law, (vii) if a receiver is appointed for the County, or any department, or agency, thereof, (viii) the County fails to provide AHP with adequate assurances within a reasonable time that the County is financially solvent, or (ix) AHP or DSH determines that the County is financially insecure.

8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, AHP may terminate this Agreement upon thirty (30) days' notice if AHP is directed by DSH to terminate this Agreement.

8.3 Upon termination of this Agreement for any reason, neither AHP nor DSH shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the County to any third-party contractors. Upon any termination, neither AHP nor DSH shall be responsible for additional disbursements of any Program Funds after the termination date or for any damages to the County as a result of such termination. Upon termination, the County shall return all Program Funds to the State at the direction of AHP or DSH.

## **ARTICLE 9.** **INDEMNIFICATION**

9.1 The County shall indemnify, defend, and hold harmless AHP, its officers, employees and agents, and DSH and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by AHP and DSH, 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 AHP or DSH), arising out of, resulting from, or relating to, the County's performance under this Agreement and including, but not limited to, the following:

- 9.1.1 Any act, omission, or statement of the County, or any person employed by or engaged under contract with the County, that results in injury (including death), loss, or damage to any person or property;
- 9.1.2 Any failure on the part of the County to comply with applicable Program Requirements and requirements of law;
- 9.1.3 Any act or omission of any third-party contractor engaged by the County, including, but not limited to, any failure of any third-party contractor to comply with the Program Requirements and the terms of this Agreement;
- 9.1.4 Any failure on the part of the County or its third-party contractors to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
- 9.1.5 Any injury to property or person occurring on or about the infrastructure or the property of the County or the Infrastructure Project; or

9.1.6 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 Infrastructure Project funded with any Program Funds is located.

9.2 The County shall indemnify AHP or DSH, each, individually, or both, collectively, as the case may be, under this clause for any of the above acts attributable to its employees, consultants, agents, or lower-tiered subcontractors in connection with this Agreement. AHP or DSH shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. The County shall defend AHP or DSH, each, individually, or both, collectively, as the case may be, with counsel reasonably acceptable to AHP or DSH, respectively. AHP or DSH may, each, 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. The County shall not settle any Claim without the consent of AHP or DSH, as applicable.

9.3 The County agrees to indemnify, defend and save harmless AHP, its officers, agents and employees and DSH, 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 Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the County in connection with this Agreement.

9.4 This indemnification shall survive the expiration or termination of the Agreement.

**ARTICLE 10.**  
**INSPECTIONS, AUDITS, AND RECORD RETENTION**

10.1 AHP and DSH and any of their authorized representatives shall have the right to access any documents, papers, or other records of the County and any of its third-party contractors that are pertinent to any Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the County and third-party contractor's books and records, in addition to site inspections, as AHP or DSH deems appropriate.

10.2 AHP and DSH and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to the County's compliance with the terms of this Agreement and the Program Requirements, perform onsite visits and desk reviews in order to ensure any Program Funds are expended for eligible uses and to protect against fraud, waste, and abuse. The County shall include in all agreements with third-party contractors, a requirement that the third-party contractor: (i) provide to AHP, and its authorized representatives, and DSH and its authorized representatives, access to the third-party contractor's records and facilities; and (ii) cooperate with any desk reviews.

10.3 The right to access records also includes timely and reasonable access to the County's and any third-party contractor's personnel for the purpose of interview and discussion related to the requested documents and/or information.

10.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by the County and any third-party contractor.

10.5 The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to any Program Funds for the term of this Agreement and for a minimum of four (4) years thereafter, and require that all third-party contractors retain all records related to any Program Funds for the same period; provided, however, in the instance of an Event of Default, litigation, claim, negotiation, audit, or other action involving the Agreement, commenced prior to the expiration of the minimum four (4) year period, all records pertinent to any Program Funds shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the minimum four (4) year period, whichever is later.

10.6 Any review or inspection undertaken by AHP, its designee, or DSH, or its designee, of the County's records or of any third-party contractor's records or Infrastructure Project is solely for the purpose of determining whether the County is properly discharging its obligations to DSH and should not be relied upon by the County or by any third parties as a warranty or representation by AHP or DSH as to the quality of the design, construction, or operation of the Infrastructure Project. The County agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by AHP or DSH by one of the following options:

10.6.1 The County's remittance to AHP or DSH of the full amount of the audit exception within thirty (30) days following AHP request for payment; or

10.6.2 A repayment schedule which is agreeable to AHP, DSH and the County.

AHP reserves the right to select which option described above shall be employed; and AHP shall notify the County in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

10.7 Reporting Requirements. The County shall provide AHP and DSH with the following reports:

10.7.1 Monthly and quarterly reports submitted within thirty (30) days of the end of each month or quarter, as applicable, in a form and substance acceptable to AHP, in its sole discretion.

10.7.2 A final report to be submitted no later than sixty (60) days after the final disbursement of any Program Funds for each Infrastructure Project, in a form and substance acceptable to AHP, in its sole discretion.

All reports shall be in a form and contain such information as required by DSH in its sole and absolute discretion. In addition to the above reporting requirements, AHP and DSH may request additional reports and information necessary for AHP and DSH to monitor compliance with the

Program Requirements. The County shall be responsible for obtaining any necessary reporting information from its third-party contractors.

**ARTICLE 11.**  
**THIRD-PARTY BENEFICIARIES.**

The State, represented by DSH in this Agreement, is a third-party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and DSH, any legal or equitable claim or right. DSH or another authorized department or agency representing the State may enforce any provision of this Agreement to the full extent permitted in law or equity as a third-party beneficiary of this Agreement. 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.

The County shall name AHP and DSH as third-party beneficiaries with rights of enforcement in all agreements entered into by the County with third-party contractors.

**ARTICLE 12.**  
**MISCELLANEOUS.**

12.1 Dispute Resolution:

12.1.1 In the event of a dispute, the Parties shall first try to resolve the dispute by escalating it to higher levels of management to negotiate in good faith. If negotiations are unsuccessful, any controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, shall be conducted in a court of competent jurisdiction in Sacramento County, California. Any Party bringing an action must comply with all applicable laws relating to claims against public entities, including the time limitations and manner of claim presentation prescribed by Chapter 2, commencing with Section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act.

12.1.2 The County shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

12.1.3 This Section 12.1 shall not apply to the State.

12.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. This Section 12.2 does not apply to the State.

12.3 Waiver. AHP's failure to notify the County of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.

12.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. AHP or DSH may seek equitable relief, including an injunction, against the County in connection with any breach or threatened breach of this Agreement.

12.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the County waives any right to seek, and AHP and DSH shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if the County advises AHP or DSH of the possibility of any such damages.

12.6 Relationship. The County is an independent contractor with respect to AHP. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and DSH.

12.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving Party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

12.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

12.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "**Designated Representative**" means initially (i) for AHP at ISTNotices@ahpnet.com and (ii) for the County, Edward Teyber, at edteyber@countyofsb.org. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 12.7(iii)-(A), (B) or (C).

12.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 12.7(iii) (A), (B) or (C).

12.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and

interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

12.9 Assignment. The County shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of AHP and DSH. AHP's obligations under this Agreement shall be assignable to DSH or DSH's designee upon DSH's request without the County's consent. In the event that AHP assigns its obligations under this Agreement to DSH, AHP shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to DSH or its designee, at no cost to DSH; provided however, that AHP shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

12.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

12.11 Independent Legal Advice. AHP and the County, each, have reviewed and negotiated this Agreement using such independent legal counsel as each has deemed appropriate.

12.12 Exhibits. The Attachments, Schedules, and Addenda, attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.

12.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.

12.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

12.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

12.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the County agrees that the State may use and refer to the County in any publication, news release, advertising, speech, technical paper, or for any other purposes.

12.17 Notice of Litigation. Promptly, and in any event within five (5) business days after an officer or other authorized representative of the County obtains knowledge thereof, the County shall provide written notice to AHP of (i) any litigation or governmental proceeding pending against the County which could materially adversely affect the County's ability to perform its obligations under this Agreement and the Program Requirements; and (ii) any other event which is likely to materially adversely affect the County's ability to perform its obligations under this Agreement and the Program Requirements.

12.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.

12.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.

12.20 Approvals. Whenever this Agreement calls for a Party's approval or for DSH's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.

12.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

***SIGNATURES ON THE FOLLOWING PAGE***

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

**AHP:**

**ADVOCATES FOR HUMAN POTENTIAL, INC.**, a Massachusetts corporation

**COUNTY:**

**COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, acting through its County Executive Office

**By:**

*(Signature)*

**Name:**

*(Printed Name)*

**Title:**

**Date:**

**By:**

*(Signature)*

**Name:**

*(Printed Name)*

**Title:**

**Date:**

DRAFT

## LIST OF ATTACHMENTS

<b>Title</b>
Attachment A – RFP
Attachment B – County Proposal
Attachment C – Award Letter
Attachment D – Form of Project Application
Attachment E – Form of Disbursement Request
Attachment F – Form of County’s Compliance Certification

DRAFT

**ATTACHMENT A**

**RFP**

California Department of State Hospitals  
Incompetent to Stand Trial  
Diversion and Community Based Restoration  
Infrastructure Project  
Round 1: Request for Proposals

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# Part One: Overview

## 1.1. INTRODUCTION

The California Department of State Hospitals (DSH) is administering the Incompetent to Stand Trial (IST) Infrastructure funding to build out the state's capacity of residential treatment homes and facilities. This funding opportunity is open to California counties that commit to contract with DSH for an ongoing diversion and/or community-based restoration (CBR) program.

There will be two rounds of funding. Round 1 includes a non-competitive rolling allocation schedule open to all counties or non-county entities partnering with a county. Non-county entities, such as community-based organizations or private providers, must have a fully executed, signed Memoranda of Agreement (MOA) or partnership agreement with the county in order to apply. Round 2 will be a competitive round open to additional entities based on remaining funds. Proposals are submitted through the online portal and will be funded on a first come, first served basis, in the order in which proposals are received and approved. Proposals are subject to consideration of regional needs and statewide equity. Dates for the two rounds of funding are as follows:

- Round 1(Non-competitive): March 1, 2023, to June 30, 2024
- Round 2 (Competitive): July 1, 2024. Remaining funding opens to additional entities.

All funds must be expended by June 30, 2028.

Advocates for Human Potential, Inc. (AHP), a research and consulting firm, is providing project management services to DSH in the outreach, technical assistance (TA), solicitation, and selection processes, as well as the negotiation and contracting process for awarding the IST Infrastructure funding.

## 1.2. BACKGROUND AND PURPOSE

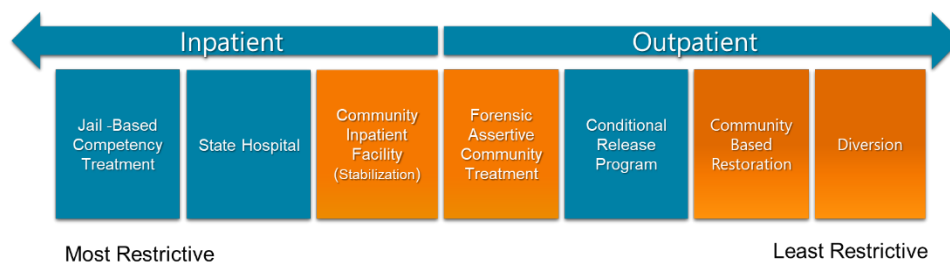
Over the last decade, California has seen significant growth in the number of individuals found IST on felony charges and referred to DSH for restoration of competency treatment. The year-over-year growth in IST referrals from the superior courts to DSH has outpaced the Department's ability to create additional capacity. Despite recent efforts resulting in increased bed capacity, decreased average length of stay, and implementation of county-based treatment programs, this insufficient capacity has led to a large waitlist and extended wait times for IST defendants pending DSH placement. Furthermore, the impacts of the COVID-19 pandemic and infection control measures required at DSH facilities necessitated slower admissions and reduced capacity for the treatment of individuals found IST on felony charges at DSH. As of January 30, 2023, 1,391 individuals are awaiting restoration of competency treatment.

The purpose of the DSH IST Infrastructure Project is to increase access to diversion and community-based treatment for eligible individuals found IST on felony charges. This project provides \$468.8 million in one-time funds specifically designated to develop residential housing settings in support of these individuals who are participating in either DSH-funded diversion or CBR programs. DSH estimates that approximately 3,000 of the individuals identified as IST on felony charges annually are eligible for

participation in community-based treatment programs. An average length of stay of 18 months per participant results in a housing capacity deficit of approximately 5,000 beds. The proposed funding level assumes these beds will be spread across approximately 700 housing units, averaging 8 beds per unit. Startup funds at a rate of \$93,750 per bed will be provided for each bed in a residence to cover the down payment, renovation, necessary retrofitting, and furnishings for staff and patients.

The ongoing cost of operating the homes will be provided through a separate per-patient rate paid to counties or to service providers, who are responsible for securing client housing and providing wraparound treatment services. Counties will receive \$125,000 per felony IST client, apportioned over 18 months, treated in either a CBR or a diversion program through a separate program services contract. This rate is intended to support an intensive community treatment model with increased frequency of clinical contacts and access to psychiatry services, as well as all wraparound services and housing costs for an average 18-month length of stay. Counties may subcontract with service providers to secure client housing and/or provide wraparound services.

This residential housing program will complement the Institutions for Mental Diseases (IMD) and Sub-Acute infrastructure program funded in the 2021 Budget Act. IMD and sub-acute beds are a key component for treating individuals identified as IST on felony charges in the community. DSH is currently developing new IMD and sub-acute capacity across the state. These beds will be available as a step-down stabilization option for felony IST clients transitioning from jail to the community-based restoration or diversion programs and can also be used when IST clients receiving treatment in these community programs need a higher level of care. Together, these programs will support a comprehensive continuum of community placement and housing options for individuals deemed IST on felony charges across the state.



### 1.3. AUTHORIZATION OF FUNDING

This funding opportunity has been approved through the 2022 Budget Act: [Senate Bill No. 154 Chapter 43](#) and [Welfare and Institutions Code Section 4361.6](#).

### 1.4. TIMELINE

**Table 1: Timeline for Round 1: DSH IST Infrastructure Project**

Round:	Date
Round 1 (Non-competitive)	March 1, 2023 to June 1, 2024
Round 2 (Competitive)	Beginning July 1, 2024, remaining funding opens to additional entities

## Part Two: Proposal Process and Submission

### 2.1. TOTAL AMOUNTS

#### Round 1: DSH IST Infrastructure Project

DSH is making available \$468.8 million in one-time infrastructure funding to develop residential housing settings to support individuals identified as IST on felony charges who are participating in either diversion or CBR programs. Counties and providers that participate in this funding opportunity must commit to contracting with DSH for a mental health diversion and/or CBR program, as well as a restrictive covenant that the property will be used to serve DSH-identified populations for a minimum of 20–30 years (see Section 3.1) from the date of the award. After expenditure of award funding, any remaining mortgage debt owed to support the full cost of a property’s purchase, as well as ongoing future maintenance of the property, can be paid for through the required DSH diversion/CBR operational contract with the Department.

#### County Funding Reserve Methodology

This program is budgeted through a cost-per-bed, X beds per county formulation, based on a county’s total IST determinations in Fiscal Year 2021–22, as shown below. Funding allocations are listed on the following page in Table 2. To calculate the funding amount, DSH assumed a flat rate of \$750,000 per 8-bed residence, which equates to \$93,750 per bed. Residences can be larger or smaller than 8 beds, but the cost per bed remains \$93,750.

Assuming funding will support the purchase of residential properties, as in the model in the Los Angeles County Office of Diversion and Reentry program, the funding amount is intended to support down payments for the properties and renovations. DSH will offer some flexibility to allow for a variety of residential models that work within the goals of this project. The ongoing debt service (mortgage) would be covered as part of the operating budget obtained through the required services contract with DSH. For the applicants’ planning purposes, the last column below reflects the annual Maximum Operating Budget available to support the ongoing cost of providing services to the patients, assuming the infrastructure funding allocated is for the maximum number of proposed beds identified for each county.

**Table 2: County Bed Allocations**

County Bed Allocations—IST Infrastructure Project					
County	FY 21–22	Proposed Beds	Budget Per Bed	Total Maximum Funding Allocation	Maximum Operating Budget*
	IST Referrals @ 60%				
Alameda	53	88	\$93,750	\$8,250,000	\$9,243,750
Alpine	0	0	\$93,750	\$ -	\$ -
Amador	2	3	\$93,750	\$281,250	\$1,155,357
Butte	30	50	\$93,750	\$4,687,500	\$5,437,500
Calaveras	2	3	\$93,750	\$281,250	\$1,155,357
Colusa	1	2	\$93,750	\$187,500	\$1,011,607
Contra Costa	56	93	\$93,750	\$8,718,750	\$9,675,000
Del Norte	7	12	\$93,750	\$1,125,000	\$1,874,107
El Dorado	16	27	\$93,750	\$2,531,250	\$3,167,857
Fresno	84	140	\$93,750	\$13,125,000	\$13,700,000
Glenn	5	8	\$93,750	\$750,000	\$1,586,607
Humboldt	33	55	\$93,750	\$5,156,250	\$5,868,750
Imperial	12	20	\$93,750	\$1,875,000	\$2,592,857

Inyo	2	3	\$93,750	\$281,250	\$1,155,357
Kern	149	248	\$93,750	\$23,250,000	\$23,043,750
Kings	31	52	\$93,750	\$4,875,000	\$5,581,250
Lake	18	30	\$93,750	\$2,812,500	\$3,455,357
Lassen	2	3	\$93,750	\$281,250	\$1,155,357
Los Angeles**	N/A	1,731	\$93,750	\$162,281,250	\$ -
Madera	17	28	\$93,750	\$2,625,000	\$3,311,607
Marin	13	22	\$93,750	\$2,062,500	\$2,736,607
Mariposa	2	3	\$93,750	\$281,250	\$1,155,357
Mendocino	19	32	\$93,750	\$3,000,000	\$3,856,250
Merced	35	58	\$93,750	\$5,437,500	\$6,656,250
Modoc	1	2	\$93,750	\$187,500	\$1,011,607
Mono	1	2	\$93,750	\$187,500	\$1,011,607
Monterey	37	62	\$93,750	\$5,812,500	\$6,943,750
Napa	17	28	\$93,750	\$2,625,000	\$3,311,607
Nevada	2	3	\$93,750	\$281,250	\$1,155,357
Orange	55	92	\$93,750	\$8,625,000	\$9,531,250
Placer	31	52	\$93,750	\$4,875,000	\$5,581,250
Plumas	2	3	\$93,750	\$281,250	\$1,155,357
Riverside	106	177	\$93,750	\$16,593,750	\$16,862,500

Sacramento	146	243	\$93,750	\$22,781,250	\$22,612,500
San Benito	6	10	\$93,750	\$937,500	\$1,730,357
San Bernardino	168	280	\$93,750	\$26,250,000	\$25,775,000
San Diego	137	228	\$93,750	\$21,375,000	\$21,318,750
San Francisco	16	27	\$93,750	\$2,531,250	\$3,167,857
San Joaquin	62	103	\$93,750	\$9,656,250	\$10,537,500
San Luis Obispo	35	58	\$93,750	\$5,437,500	\$6,156,250
San Mateo	32	53	\$93,750	\$4,968,750	\$5,725,000
Santa Barbara	54	90	\$93,750	\$8,437,500	\$9,387,500
Santa Clara	47	78	\$93,750	\$7,312,500	\$8,381,250
Santa Cruz	40	67	\$93,750	\$6,281,250	\$7,375,000
Shasta	26	43	\$93,750	\$4,031,250	\$4,862,500
Sierra	1	2	\$93,750	\$187,500	\$1,011,607
Siskiyou	8	13	\$93,750	\$1,218,750	\$2,017,857
Solano	53	88	\$93,750	\$8,250,000	\$9,243,750
Sonoma	43	72	\$93,750	\$6,750,000	\$7,806,250
Stanislaus	72	120	\$93,750	\$11,250,000	\$11,975,000
Sutter	9	15	\$93,750	\$1,406,250	\$2,161,607
Tehama	11	18	\$93,750	\$1,687,500	\$2,449,107
Trinity	5	8	\$93,750	\$750,000	\$1,586,607

Tulare	51	85	\$93,750	\$7,968,750	\$8,956,250
Tuolumne	10	17	\$93,750	\$1,593,750	\$2,305,357
Ventura	55	92	\$93,750	\$8,625,000	\$9,531,250
Yolo	21	35	\$93,750	\$3,281,250	\$4,143,750
Yuba	14	23	\$93,750	\$2,156,250	\$2,880,357
<b>Total</b>	<b>3,000</b>	<b>5,000</b>	<b>\$93,750</b>	<b>\$468,750,000</b>	<b>\$348,238,389</b>

\* The maximum operating budget includes calculated costs for wraparound services, county overhead, justice partner funding, violence risk assessment support, and court liaison positions.  
 \*\* Los Angeles County’s FY 21–22 referrals were higher than estimated when the budget for this program was developed. To stay within budget, Los Angeles will be allocated 5,000 beds less the beds needed for the 57 other counties. Los Angeles County’s operational contract is under negotiation currently, so the total is not reflected here.

## 2.2. PROPOSAL PROCESS

Proposals for the DSH IST Infrastructure Project will be accepted on a rolling basis. Projects that meet program criteria will be eligible for funding until all grant funds are committed. Proposals will only be accepted electronically and may not be hand delivered or mailed. The proposal and attachments, along with instructions for submission of the applicant’s online proposal, can be found on the [DSH IST Infrastructure Project website](#). No modified formats of the proposal will be accepted, nor will any attachments except as provided within the proposal.

Proposals can be submitted at any time via the [online portal](#). Approved proposals will be funded in the order in which they are received. There are six steps in this funding process:

- Step 1: Applicant submits proposal(s) identifying the number of beds it proposes to provide.
- Step 2: Applicant receives award letter or request for revisions from DSH.
- Step 3: Upon approval of proposal, applicant executes the Program Funding Agreement (PFA)
- Step 4: Applicant submits project package(s) for each infrastructure project to AHP and DSH for approval.
- Step 5: Applicant receives draw-down funding to support their awarded project(s).
- Step 6: Applicant submits any additional project application packets (Step 4).

It is the applicant’s responsibility to ensure that the submitted proposal is complete and includes all required supporting forms. Reviewers may request additional clarifying information from the applicant.

## Reasonable Accommodations

Section 508 of the American with Disabilities Act (1990) requires “electronic and information technology to be accessible to people with disabilities. An accessible information technology system is one that can be operated in a variety of ways and does not rely on a single sense or ability of the user.”<sup>1</sup> AHP produces all materials in compliance with section 508 for individuals with disabilities. To request and access accommodations, please email the IST team at [IST@ahpnet.com](mailto:IST@ahpnet.com).

## 2.3. TECHNICAL ASSISTANCE

AHP Account Managers will work with counties to provide training and TA from subject matter experts in real estate, financing, and programmatic best practices serving individuals in need of crisis and behavioral health services. This TA may take the form of one-on-one consulting, workgroups, learning communities, webinars, and/or other tools and strategies. To request TA, please email the IST team at [IST@ahpnet.com](mailto:IST@ahpnet.com).

# Part Three: Project Requirements

## 3.1. REQUIREMENTS

Applicants will receive \$93,750 per bed for the approved number of Felony Incompetent to Stand Trial (FIST) beds in each proposed residence. This funding is intended to provide, prepare, and/or improve a building (or buildings) for delivery of diversion/CBR services, such as the initial down payment to purchase a property, refurbishment costs, and/or the costs of furniture needed for occupancy. Applicants are required to provide documentation of costs for the infrastructure project, such as proof of purchase of property, costs of rehabilitation construction, and cost of furniture, and/or payment methodology.

This funding opportunity is available to all counties and non-county entities that partner with a county. However, counties must clearly indicate their intention to participate in an ongoing DSH diversion and/or CBR program. All counties are required to execute a contract with DSH to provide a diversion and/or CBR program for individuals deemed IST on felony charges. Through this service contract, DSH will provide \$228.00 per day per resident, up to a maximum of \$125,000 for an anticipated 18-month length of stay, to cover the costs of wraparound services, as well as additional program funding to support other operational costs of these programs. Admission into a diversion and/or CBR program is administered by the courts, and individuals charged with certain types of felonies are excluded; please see Penal Code section 1001.36 for a list of felonies excluded.<sup>2</sup>

DSH’s diversion program is intended to serve eligible felony IST defendants in intensive community-based service settings. If defendants are successful in the program, their current charges may be dropped. DSH’s CBR program is also community-based treatment, but with the focus of restoring competency so a defendant’s criminal proceedings can resume. Once an individual is restored to

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<sup>1</sup> ADA.gov. (n.d.). *Guide to disability rights laws*. <https://www.ada.gov/resources/disability-rights-guide/>

<sup>2</sup> *California Penal Code Part 2, Title 6, Ch. 2.8.A. Diversion of Individuals with Mental Disorders, Section 1001.36*. [https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=1001.36.&lawCode=PEN](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1001.36.&lawCode=PEN)

competency and their charges are resolved, or once an individual completes diversion and the charges are dropped, the county will be responsible for transitioning them from DSH-funded housing to long-term community treatment and support to ultimately reduce the cycle of criminalization.

Counties are required to submit the following with their proposals:

- A legally binding letter of intent to contract for operations with DSH utilizing the infrastructure to be funded (template provided)
- Letters of support for the infrastructure diversion and/or CBR programming from all county stakeholders participating in the county program and planning team, including but not limited to:
  - County Superior Court representative
  - County District Attorney's Office
  - County Public Defender's Office (if one exists)
  - County Administrator/Executive's Office
  - County Behavioral Health Department/Agency
- Applicant's Certification of Prevailing Wage
- Applicant's Certification of Funding Terms

Additionally, non-county entities, such as community-based organizations or private providers, must have a fully executed, signed Memoranda of Agreement (MOA) or partnership agreement with the county in order to apply.

Counties and non-county entities must also commit to using the property to serve a DSH-identified population for 30 years (for new construction projects) or 20 years (for rehabilitation projects). The restricted use covenant must be signed by the property owner. Properties can be leased, and applicants can receive IST infrastructure funds to rehabilitate or furnish the residences; however, IST infrastructure funds cannot be used to pay for lease payments. Counties may also subcontract with other entities to provide housing and/or services; however, the county and any separate subcontracted service provider will be named in the restricted use covenant. DSH maintains the right to replace a service provider with a new service provider if a provider terminates services before fulfilling the 20- or 30-year restricted use covenant or if the current service provider is not performing to DSH standards.

DSH encourages regional models or partnerships between counties and service providers, especially for counties projected to need fewer than six IST allocated beds. In counties with higher numbers of IST allocated beds counties/applicants can apply for funding of larger residences (more than 10 beds) and/or multiple residences. The maximum amount of funding per site will be adjusted to reflect the number of individuals to be served by this initiative and/or projected impact of the project, based on award assumptions previously specified.

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>3</sup>

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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>

Counties can engage a third-party contractor or community-based organization partner to administer all or a portion of their DSH IST Infrastructure project. Third-party contractors and/or community-based organization partners will be required to provide a Memorandum of Agreement upon award of funds.

### 3.2. RESIDENTIAL MODEL

The residential model for the DSH IST Infrastructure Project is based on supportive housing models such as Frequent Users System Engagement (FUSE)<sup>4</sup> and the Felony Incompetent to Stand Trial Community-Based Restoration (FIST-CBR) program.<sup>5</sup> FUSE, an initiative of the Corporation for Supportive Housing (CSH), is an evidence-based approach that provides supportive housing with wraparound services. FUSE has been proven to significantly reduce returns to jail, homelessness, and reliance on emergency health services. The FIST-CBR, created by DSH and Los Angeles County's Office of Diversion and Reentry (ODR), provides housing, competency restoration treatment, case management, individual and group therapy, and medication management. These models combine community-based supportive housing with direct services, such as intensive case management, medical and behavioral health treatment, and specialized pretrial probation services, to restore individuals to competency.

For this funding opportunity, residences are intended to be settings to serve between 6 and 10 individuals for an anticipated 18-month length of stay. In counties with higher numbers of IST allocated beds counties/applicants can apply for funding of larger residences (more than 10 beds) and/or multiple residences to meet the needs of their community and take advantage of economies of scale. Counties with smaller IST populations are encouraged to partner with other counties to develop residences that will meet the needs of their respective IST individuals.

Regardless of size, residences must provide bedrooms, bathroom facilities, shared living spaces, and access to outdoor spaces. 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, and Recovery Residences.

As mentioned previously, applicants must contract with DSH to operate a diversion and/or CBR program, which will be supported by a \$228.00 per day reimbursement per resident (up to a maximum of \$125,000 for an anticipated 18-month length of stay). Residences must provide individuals with access to supportive staff and a variety of therapeutic and wraparound supportive services<sup>6</sup>, including but not limited to the following:

- Intensive case management
- Mental health treatment
- Substance use disorder treatment

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<sup>4</sup> CSH. (n.d.). *FUSE*. <https://cshorg.wpengine.com/fuse/#intro>

<sup>5</sup> Office of Diversion and Reentry. (n.d.). *FIST: Felony Incompetent to Stand Trial Program*. Health Services Los Angeles County. <https://dhs.lacounty.gov/office-of-diversion-and-reentry/our-services/office-of-diversion-and-reentry/fist-cbr/>

<sup>6</sup>“Wraparound services’ means services provided in addition to the mental health treatment necessary to meet the individual’s needs for successfully managing the individual’s mental health symptoms and to successfully live in the community.” [California Code, Welfare and Institutions Code - WIC § 4361](https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-4361/). <https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-4361/>

- Medication management
- Peer support services
- Vocational and rehabilitative services
- Assistance with filling out job application and benefits entitlement paperwork
- Group sessions, including wellness groups
- Family reunification services
- Linkages to community resources
- Criminal justice coordination
- Transportation to/from medical appointments

Community outreach and engagement will be essential to support and sustain the program over time. In addition to required letters of support for diversion and/or CBR programs, counties are encouraged to obtain letters of support for their projects from community partners. Partnerships with a variety of community providers for service delivery and/or care coordination are also critical to successful outcomes for individuals. Findings from a recent study of FIST-CBR found that linkages to community providers and services are fundamental to successful outcomes; however, this requires frequent communication and coordination across numerous providers.<sup>7</sup>

### 3.3. ACCESSIBILITY AND NONDISCRIMINATION

All projects proposed and funded 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”). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Awardees shall adopt a written nondiscrimination policy requiring that no person shall—on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics—be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project or activity funded in whole or in part with funds made available pursuant to this RFP. Nor shall all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to this RFP.

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<sup>7</sup> Ibid.

Awardees shall comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code Section 11135, Section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

### 3.4. STATE AND FEDERAL PREVAILING WAGE

An applicant's DSH IST Infrastructure project is a "public works" project if the applicant 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 Section 1720(a); Cal. Lab. Code Section 1750(b)(1)). Counties using DSH IST Infrastructure funding to fund public works are subject to California's prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code) and the applicant's project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Cal. Lab. Code Section 1771.4(a)(1)).

Applicants must complete Form 1: Applicant's Certification of Prevailing Wage as a part of the proposal process. If DSH selects an applicant to receive DSH IST Infrastructure Project funding and the applicant is using the money to fund a public works project, then the applicant shall submit a Certification of Compliance that includes an attestation from the general contractor certifying that the general contractor will comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code Section 1771(a)(2)). The Certification of Compliance shall also state that the general contractor will maintain its labor records in compliance with all applicable state laws (Cal. Lab. Code Section 1776) and shall make all labor records available to the Department of Industrial Relations and any other applicable enforcement agencies upon request (Cal. Lab. Code Section 1771.4(a)(3)). The general contractor(s) and the applicant shall sign the Certification of Compliance.

If DSH selects an applicant to receive DSH IST Infrastructure funding and the applicant is not using the money to fund a public work, then the applicant shall submit a Certification of Inapplicability to DSH explaining why the project is not a public work as defined by California Labor Code Section 1720. The general contractor(s) and the applicant shall sign the Certification of Inapplicability.

## Part Four: Award Process

### 4.1. PROPOSAL CRITERIA

1. Completed proposal, submitted electronically via the portal.
2. Standard letter of intent to contract with DSH for a diversion and/or CBR program (Template provided).
3. Letters of support from county departments (See Section 3.1).
4. Attestation that the project will meet federal, state, and local laws and regulations.
5. Non-county entities, such as community-based organizations or private providers, must have a fully executed, signed Memoranda of Agreement (MOA) or partnership agreement with the county.

## 4.2. AWARD PROCESS

As mentioned previously, there are six steps in the award and funding process: submit proposal, receive award letter or request for revisions, execute program funding agreement (PFA), submit project application packet for infrastructure project, begin to draw down funds to support awarded project, and submit any additional application project packets for more infrastructure projects. After submission of the proposal, applicants will receive an award email with the PFA from AHP based on the approved number of beds proposed. The agreement must be signed, returned, and fully executed with AHP before initial funding will be awarded. This agreement will spell out what information and documents are necessary for each proposed infrastructure project, including but not limited to an itemized budget, supporting documentation, construction documents and/or proof of site control, and any Memoranda of Agreement with housing or direct service partners. After the project application package is completed and approved, applicants can begin to draw down funds to support their project(s).

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.

DSH reserves the right to withdraw an award offer and/or recoup funds from counties if projects are no longer in compliance with their PFA.

## 4.3. APPEALS

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Counties submitting a response to this RFP may not protest or appeal the award. All award decisions made by DSH shall be final.

# Part Five: Project Operations

## 5.1. DISBURSEMENT OF FUNDS

The PFA will set forth the general conditions for disbursement of funds. Once the PFA between the awardee and AHP is fully executed, applicants will receive the project application packet for individual infrastructure projects. This packet will include an application, budget template, and budget instructions. Once project applications have been approved, applicants can authorize work to begin on their project and/or draw down funds. Applicants are responsible for managing their own project’s legal requirements and construction management.

Fundamental PFA requirements include the following:

- Sponsors’ Responsibilities
- Notice and Cures
- Indemnity
- Fiscal Management
- Fiduciary Responsibilities

In addition to the above, grantees must record a declaration of restriction for a 30-year service agreement for new properties or a 20-year service agreement for rehabilitation constructions. In the event that the service agreement between DSH and the county is no longer in effect, DSH shall record a termination and release of the deed restriction in the county where the Infrastructure Projects are located.

Applicants are required to submit a full, complete, and accurate budget with their application. Counties 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 complete the project in excess of the program funds award amount. Neither DSH nor AHP will be responsible for any cost overruns. Additional details regarding the funding and disbursement process will be provided upon award.

## 5.2. PROJECT OVERSIGHT AND REPORTING

As specified by DSH and upon request, applicants shall provide monthly progress reports, budget, and any updates for completion of the project. The progress reports should include the project's completion of milestones and any updates or substantial changes. Applicants shall promptly notify DSH of any changes in organization, authorization, or capacity. This information will be outlined in the PFA.

Applicants are required to meet state financial and administrative reporting requirements and submit data through an online portal which will be developed for this project. Reporting requirements will include quarterly reports and a final report. These requirements will be fully detailed upon award.

In addition to the foregoing, each awardee shall submit to DSH periodic reports, updates, and information as deemed necessary by DSH to monitor compliance and/or perform project evaluation. Any requested data or information shall be submitted electronically in a format provided by DSH.

Additional reporting requirements may be required by DSH for up to 30 years after the date of award.

Applicants will also be assigned an Account Manager from AHP to assist them in the contracting and implementation process. The Account Manager will be available on a regular basis to answer questions, facilitate program operations, and connect with AHP's extensive TA resources. AHP's TA includes subject matter experts and resources on real estate development and planning, treatment modalities and therapeutic programming, and program operations.

## Part Six: Proposal Worksheet

The online proposal includes the following pages for you to complete.

THIS IS A WORKSHEET, NOT THE REAL PROPOSAL. SUBMIT PROPOSALS ONLINE.

Applicant	<ul style="list-style-type: none"><li>• Select the California county where project is located. (<i>dropdown</i>)</li><li>• If county applicant, which one county department will be accepting,</li></ul>
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	<p>implementing, and monitoring the funds? <i>(free text entry, one line)</i></p> <ul style="list-style-type: none"> <li>• If non-county entity, please upload MOA or partnership agreement</li> </ul>
<p>Applicant Contact Information</p> <ul style="list-style-type: none"> <li>• Primary Contact</li> <li>• Secondary Contact</li> <li>• Director Contact</li> </ul>	<p>For each contact:</p> <ul style="list-style-type: none"> <li>• First Name</li> <li>• Last Name</li> <li>• Title</li> <li>• Department</li> <li>• Phone</li> <li>• Email</li> <li>• Address</li> <li>• City</li> <li>• State</li> </ul>
<p>Will this be a collaborative effort across multiple counties?</p>	<p>Yes/No</p> <p><i>If Yes:</i> Please provide the name and contact information on any collaborating counties (county name, department, contact first name, contact last name, email, phone).</p>
<p>Number of beds</p>	<p>Please list the number of beds to be provided.</p>
<p>What is the type(s) of infrastructure proposed?</p>	<p>The infrastructure project will entail the following: (Check all that may apply)</p> <ul style="list-style-type: none"> <li>• Down payment on a property</li> <li>• Acquisition of a property</li> <li>• Ground-up construction of property</li> <li>• Renovation of a county-owned property</li> <li>• Renovation of a long-term leased property</li> <li>• Purchase of furniture</li> </ul>
<p>Letter of intent to contract with DSH</p>	<p>Please upload a letter of intent to contract with DSH for diversion and/or CBR programming, based on the template provided in the RFP.</p>
<p>Letters of support from key stakeholders</p>	<p>Please upload letters of support gathered from key stakeholders as outlined in section 3.1 of the RFP.</p> <p><i>(Multiple document upload)</i></p> <ul style="list-style-type: none"> <li>• County Superior Court representative</li> <li>• County District Attorney’s Office</li> <li>• County Public Defender’s Office (if applicable)</li> <li>• County Administrator/Executive’s Office</li> <li>• County Behavioral Health Department/Agency</li> <li>• Other community stakeholders (if applicable)</li> </ul>

Applicant's Certification of Prevailing Wage	Please upload Form 1: Applicant's Certification of Prevailing Wage
Applicant's Certification of Funding Terms	Please upload Form 2: Applicant's Certification of Funding Terms

## Part Seven: Attachments

Counties must include all of the following attachments with the proposal. All required forms and supporting documents must be completed and uploaded in the website portal.

Attachment 1: Letter of intent to contract with DSH (See template provided)

Attachment 2: Letters of support from key county stakeholders, including, but not limited to:

- County Superior Court representative
- County District Attorney's Office
- County Public Defender's Office (if applicable)
- County Administrator/Executive's Office
- County Behavioral Health Department/Agency

Form 1: Applicant's Certification of Prevailing Wage

Description: Certification with an attestation from the general contractor that the general contractor will comply with California's prevailing wage and working hours laws

Form 2: Applicant's Certification of Funding Terms

Description: Certification that the applicant will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined.

**ATTACHMENT B**  
**COUNTY PROPOSAL**

# Application: IST-8253425094

Santa Barbara County  
California Department of State Hospitals Incompetent to stand Trial Diversion and Community-Based Restoration  
Infrastructure Project - County Proposal

## Summary

ID: IST-8253425094  
Last submitted: Jun 24 2024 05:24 PM (EDT)

## County Proposal

Completed - Jul 15 2024

## Proposal - Applying as County

### 1. Select the California County accepting funds

Santa Barbara County

### 2. Which one county department will be accepting, implementing, and monitoring the funds?

County Executive Office

### Applicant Contact Information:

#### 3a. Primary Contact

First Name

Edward

Last Name

Teyber

Title

Principal Analyst

---

Department

County Executive Office

---

Phone

805-568-3550

---

Email

[edteyber@countyofsb.org](mailto:edteyber@countyofsb.org)

---

Address

105 East Anapamu Street

---

City

Santa Barbara

---

**State**

California

---

**Zip code**

93101

**3b. Secondary Contact**

First Name

Lindsay

Last Name

Walter

Title

Principal Analyst

Department

County Executive Office

Phone

805-568-2060

Email

[liwalter@countyofsb.org](mailto:liwalter@countyofsb.org)

Address

105 East Anapamu Street

City

Santa Barbara

State

California

Zip code

93101

**3c. Director Contact**

First Name

Mona

Last Name

Miyasato

Title

County Executive Officer

Department

County Executive Office

Phone

805-568-3400

Email

[mmyasato@countyofsb.org](mailto:mmyasato@countyofsb.org)

Address

105 East Anapamu Street

City

Santa Barbara

**State**

California

Zip code

93101

**4. Will this be a collaborative effort across multiple counties?**

No

**5. Number of beds**

Please list the number of beds to be provided:

6

**6. What is the type(s) of infrastructure proposed?**

The infrastructure project will entail the following:

(Check all that may apply)

**Responses Selected:**

Acquisition of a property

Renovation of a property

Purchase of furniture

**7. Letter of intent to contract with DSH**

Please upload a letter of intent to contract with DSH ([Download template here](#)) for diversion and/or CBR programming, based on the template provided in the [RFP](#).

[Att C- BWell LOI.pdf](#)

**Filename:** Att C- BWell LOI.pdf **Size:** 420.4 kB

## 8. Letter of support from County Superior Court representative

Please upload letters of support from County Superior Court representative as outlined in section 3.1 of the RFP [\(Click here to see RFP\)](#)

[Court Letter of Support.pdf](#)

**Filename:** Court Letter of Support.pdf **Size:** 351.7 kB

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## 9. Letter of support from County District Attorney's Office

Please upload letters of support from County District Attorney's Office as outlined in section 3.1 of the RFP [\(Click here to see RFP\)](#)

[DSH DA Letter.pdf](#)

**Filename:** DSH DA Letter.pdf **Size:** 257.0 kB

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## 10. Letter of support from County Public Defender's Office (if applicable)

Please upload letters of support from County Public Defender's Office (if applicable) as outlined in section 3.1 of the RFP [\(Click here to see RFP\)](#)

[PD Ltr.DSH IST Diversion Infrastructure Project.pdf](#)

**Filename:** PD Ltr.DSH IST Diversion Infrastructure Project.pdf **Size:** 379.7 kB

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## 11. Letter of support from County Administrator/Executive's Office

Please upload letters of support from County Administrator/Executive's Office as outlined in section 3.1 of the RFP [\(Click here to see RFP\)](#)

[6.18.24 A-20 Att B - CEO Letter in Support.pdf](#)

**Filename:** 6.18.24\_A-20\_Att\_B\_-\_CEO\_Letter\_in\_Support.pdf **Size:** 363.7 kB

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## 12. Letter of support from County Behavioral Health Department/Agency

Please upload letters of support from Behavioral Health Department/Agency as outlined in section 3.1 of the RFP [\(Click here to see RFP\)](#)

[BWell.Letter of Support.pdf](#)

**Filename:** BWell.Letter of Support.pdf **Size:** 431.3 kB

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## 13. County's Certification of Prevailing Wage

Please upload Form 1: County's Certification of Prevailing Wage [\(Download template form here\)](#)

[Certification of Prevailing Wage.pdf](#)

**Filename:** Certification of Prevailing Wage.pdf **Size:** 160.6 kB

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## 14. County's Certification of Funding Terms

Please upload Form 2: County's Certification of Funding Terms [\(Download template form here\)](#)

[Certification of Funding Terms.pdf](#)

**Filename:** Certification of Funding Terms.pdf **Size:** 199.8 kB

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## 15. Letter of support from other community stakeholders

Please upload letters of support from other community stakeholders as outlined in section 3.1 of the RFP [\(Click here to see RFP\)](#)

[Memorandum of Agreement between Good Samarita.pdf](#)

**Filename:** Memorandum\_of\_Agreement\_between\_Good\_Samarita.pdf **Size:** 297.3 kB



**COUNTY EXECUTIVE OFFICE**

Mona Miyasato, County Executive Officer  
Nancy Anderson, Assistant County Executive Officer  
Jeff Frapwell, Assistant County Executive Officer  
Tanja Heitman, Assistant County Executive Officer  
Wade Horton, Assistant County Executive Officer

June 18, 2024

Via email: [ist@ahpnet.com](mailto:ist@ahpnet.com)

California Department of State Hospitals  
C/O Advocates for Human Potential Inc.

RE: Department of State Hospitals Incompetent to Stand Trial Diversion  
Infrastructure Project

To Whom it May Concern:

This letter is in support of the County of Santa Barbara's Department of State Hospitals Incompetent to Stand Trial Infrastructure (DSH-IST Infrastructure) project.

Santa Barbara County has seen significant growth in the number of individuals found IST on felony charges and has been a committed partner with Department of State Hospitals on creating solutions for these individuals in our community. The wait time for IST defendants to be placed in a State hospital bed places an increasing strain on our available resources, as well as results in the improper placement of individuals in jail. Santa Barbara County has formed a Department of State Hospital Collaboration Stakeholder Workgroup to address these issues. Amongst other solutions and initiatives, the DSH-IST diversion project provides critical funding to resolve the increasing pressure this has placed on the County's courts, law enforcement, and mental health services.

We are confident this endeavor will foster stability and well-being within our community.

Sincerely,

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Mona Miyasato", is enclosed in a blue rectangular box.

41846F5C725B460  
Mona Miyasato

County Executive Officer

## Form 1: County's Certification of Prevailing Wage

I, Mona Miyasato, as Lead Authorized Representative of Santa Barbara County (insert name of county), certify that:

1. The information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this certification on behalf of the County.
3. I am providing this information in conjunction with a proposal for funding from the State of California Department of State Hospitals' (DSH's) Incompetent to Stand Trial Diversion and Community-Based Restoration Infrastructure Project and acknowledge that the State and its administrator, Advocates for Human Potential, Inc. (AHP), are relying on this information in awarding grant funds.
4. For construction projects, the County will submit a construction budget prepared with the assistance of a licensed contractor, architect, or experienced construction manager that specifically adheres to the compliance requirements that all construction work will be performed by skilled workers being paid current prevailing wages for the project's region, pursuant to California Labor Code 1720 et seq. I further certify that the County shall, in constructing the project, meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec 1720 et seq.). The County shall, prior to commencing construction of the project, provide a certification of compliance with California's prevailing wage law, registration with the California Department of Industrial Relations (DIR), as well as compliance with all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, (c) verify that the County's contractor is registered with DIR and (d) be signed by the general contractor(s) and the County.

In the event the State Department of State Hospitals and County are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.

I certify that the above information is true and correct and that County will comply with all requirements set forth above as a condition of receiving the grant funds.

DocuSigned by:  
  
 41846E5C725B460

June 27, 2024

Signature of Lead Authorized Representative

Date

Mona Miyasato

County Executive Officer

Typed Name of Signatory

Title of Signatory

Date: **March 28, 2024**

Grantee Name: **Santa Barbara County Behavioral Wellness**

Name of Grant Program: **Department of State Hospitals Pre-Trial Felony Mental Health Diversion and Community Based Restoration Program**

## **Department of State Hospitals Pre-Trial Felony Mental Health Diversion and Community Based Restoration Program**

Please find attached the Letter of Interest for Department of State Hospitals from the County of Santa Barbara Behavioral Wellness for round #1

The pilot process was a success and we anticipate furthering our comprehensive services in the future.

***Sincerely,***

***Chris Ribeiro***  
*Chief Financial Officer*  
*Santa Barbara County Department of Behavioral Wellness*

- Administration
- 300 N. San Antonio Rd., Bldg. 3, Santa Barbara, CA 93110 TEL: (805) 681-5220 TOLL-FREE: (888) 868-1649
- [countyofsb.org/behavioral-wellness](http://countyofsb.org/behavioral-wellness)

**COUNTY LETTER OF INTEREST IN FUNDING**  
**Pre-Trial Felony Mental Health Diversion and CBR Programs**

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Please complete this attachment and submit via email to [DSHDiversion@dsh.ca.gov](mailto:DSHDiversion@dsh.ca.gov) For counties to participate in the DSH Diversion or CBR program and receive direct technical assistance in FY 2023-24, a Letter of Interest must be received by DSH.

**1. Name of Person Submitting Letter of Intent: Chris Ribeiro, CFO**

County Name: County of Santa Barbara Behavioral Wellness

Contact Number: 1-805-884-1684                      Email Address: cribeiro@sbcbswell.org

**2. Lead Entity (Organization) (if known at this stage in application process): Name**

of Lead Entity: County of Santa Barbara Behavioral Wellness

Lead Entity Address: 315 Camino Del Remedio, Santa Barbara, CA 93110

Name of primary contact person: Jon Masuda,

Primary contact phone number: 1-805-884-6882    Email Address:jmasuda@sbcbswell.org

**3. Program Type and Size (please select one or both):**

Diversion

Proposed Annual Program Size: 5 -10 per year

Community Based Restoration

Proposed Annual Program Size: 5 - 10 per year

**4. Technical Assistance:** What type of technical assistance will be useful to achieve success? Check all that apply:

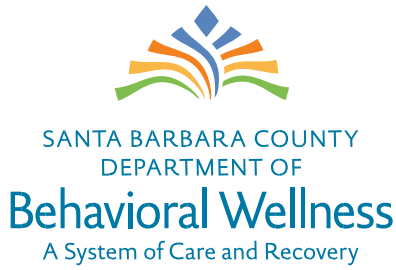
a. Planning support

b. Implementation support

c. Information on appropriate treatment and support services for this population

d. Assistance with data collection for reporting requirements

e. Other (please specify): Identifying housing options for our AB1810 clients



Antonette Navarro, LMFT  
Director

May 21, 2024

Via email: [ist@ahpnet.com](mailto:ist@ahpnet.com)

California Department of State Hospitals  
C/O Advocates for Human Potential Inc.

RE: Department of State Hospitals Incompetent to Stand Trial Diversion Infrastructure Project

To Whom it May Concern:

This letter is in support of the County of Santa Barbara's Department of State Hospitals Incompetent to Stand Trial Infrastructure (DSH-IST Infrastructure) project.

Santa Barbara County has seen significant growth in the number of individuals found IST on felony charges and has been a committed partner with Department of State Hospitals on creating solutions for these individuals in our community. The wait time for IST defendants to be placed in a State hospital bed places an increasing strain on our available resources, as well as results in the improper placement of individuals in jail. Santa Barbara County has formed a Department of State Hospital Collaboration Stakeholder Workgroup to address these issues. Amongst other solutions and initiatives, the DSH-IST diversion project provides critical funding to resolve the increasing pressure this has placed on the County's courts, law enforcement, and mental health services.

We sincerely hope that this will be a successful project and bring stability to many in our community.

Sincerely,

DocuSigned by:  
A handwritten signature in black ink that reads "Toni Navarro".

2095CSA16FE1474...  
Antonette "Toni" Navarro, LMFT, Director  
Department of Behavioral Wellness

OFFICE OF THE  
**DISTRICT ATTORNEY**  
COUNTY OF SANTA BARBARA

**JOHN T. SAVRNOCH**  
District Attorney



**KELLY A. DUNCAN**  
Assistant District Attorney

**SONIA E. BALLESTE**  
Chief Deputy District Attorney

**ANNE C. NUDSON**  
Chief Deputy District Attorney

**MEGAN RHEINSCHILD**  
Victim-Witness Assistance Program  
Director

**JENNIFER KARAPETIAN**  
Chief Deputy District Attorney

**KRISTINA PERKINS**  
Chief Investigator

**MICHAEL SODERMAN**  
Chief Financial & Administrative  
Officer

June 5, 2024

Via email: [ist@ahpnet.com](mailto:ist@ahpnet.com)

California Department of State Hospitals  
C/O Advocates for Human Potential Inc.

RE: Department of State Hospitals Incompetent to Stand Trial Diversion  
Infrastructure Project

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We sincerely hope that this will be a successful project and bring stability to many in our community.

Sincerely,

**Jennifer Karapetian**

Jennifer Karapetian, Chief Deputy District Attorney  
District Attorney's Office

☐ SANTA BARBARA OFFICE  
1112 Santa Barbara Street  
Santa Barbara, CA 93101  
(805) 568-2300  
Fax (805) 568-2453

☐ SANTA MARIA OFFICE  
312-D East Cook Street  
Santa Maria, CA 93454  
(805) 346-7540  
Fax (805) 346-7588

☐ LOMPOC OFFICE  
115 Civic Center Plaza  
Lompoc, CA 93436  
(805) 737-7760  
Fax (805) 737-7732

## 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”) an application and proposal for Incompetent to Stand Trial Diversion and Community Based Restoration funding (“DSH-IST Funding”).

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

WHEREAS, GSS has expertise to support diversion efforts for individuals deemed IST; and

WHEREAS, DSH has made DSH-IST Funding available to community-based organizations to develop infrastructure for diversion of individuals deemed IST from DSH facilities; and

WHEREAS, in order for DSH-IST Funding to be available to community-based organizations, a memorandum of agreement with a county is a requirement of the application.

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

1. The purpose of this MOA is to memorialize an intention for the County to provide technical assistance to, and negotiate and enter into a contract with, GSS for GSS’ provision of services for a DSH IST Diversion Infrastructure Project (“Project”), subject to GSS securing DSH-IST Funding and real property for such a Project, as set forth in greater detail below.
2. GSS represents and warrants that it shall use best efforts to accomplish all of the following, and acknowledges that the County entering into a Contract (defined below) with GSS with respect to the Project is contingent upon GSS accomplishment of all of the following conditions:
  - a) Secure real property for the Project site.
  - b) Submit a County-approved Project application to DSH for DSH-IST Funding for the Project.
  - c) Securing and entering into an agreement with DSH for DSH-IST Funding for the Project.
3. Subject to GSS accomplishing all of the conditions set forth in Section 2, above, GSS and County shall negotiate entering into a contract (“Contract”) pursuant to which GSS shall:
  - a) Provide expertise and secure resources to support DSH-approved and County-approved diversion efforts for individuals deemed IST, in accordance with DSH-IST Funding requirements and all applicable laws and regulations.
  - b) Implement DSH-approved diversion programs and services in collaboration with the County and DSH in accordance with DSH-IST Funding requirements and all applicable laws and regulations.

- c) Provide the County and DSH with access to relevant data and information necessary for the success of the Project and in accordance with DSH-IST Funding requirements and all applicable laws and regulations.
- 4. 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 June 30, 2028, unless earlier terminated in accordance with the provisions of this MOA. Either of the Parties may terminate this MOA upon 30-days’ written notice to the other party hereto.
- 5. Any amendments to this MOA must be made in writing and signed by both Parties.

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

COUNTY  
COUNTY OF SANTA BARBARA

DocuSigned by:  
  
By: \_\_\_\_\_  
44846F5C725B460...  
Mona Miyasato  
County Executive Officer

Date: June 18, 2024

GOOD SAMARITAN SHELTER

DocuSigned by:  
  
By: \_\_\_\_\_  
FB90BAA97CA34C1...  
Sylvia Barnard,  
Executive Director

Date: June 18, 2024



**SUPERIOR COURT**  
*of*  
**SANTA BARBARA**  
SANTA MARIA • LOMPOC • SANTA BARBARA

May 28, 2024

Via email: [ist@ahpnet.com](mailto:ist@ahpnet.com)

California Department of State Hospitals  
C/O Advocates for Human Potential Inc.

RE: Department of State Hospitals Incompetent to Stand Trial Diversion Infrastructure Project

To Whom it May Concern:

This letter is in support of the County of Santa Barbara's Department of State Hospitals Incompetent to Stand Trial Infrastructure (DSH-IST Infrastructure) project.

Santa Barbara County has seen significant growth in the number of individuals found IST on felony charges and has been a committed partner with Department of State Hospitals on creating solutions for these individuals in our community. The wait time for IST defendants to be placed in a state hospital bed places an increasing strain on our available resources, as well as results in the improper placement of individuals in jail. Santa Barbara County has formed a Department of State Hospital Collaboration Stakeholder Workgroup to address these issues. Amongst other solutions and initiatives, the DSH-IST diversion project provides critical funding to resolve the increasing pressure this has placed on the County's courts, law enforcement, and mental health services.

We sincerely hope that this will be a successful project and bring stability to many in our community.

Sincerely,

Darrel E. Parker  
Court Executive Officer  
Santa Barbara Superior Court

## Form 2: County's Certification of Funding Terms

I, Mona Miyasato, as the Lead Authorized Representative of Santa Barbara County (name of county) certify that:

1. The information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this application on behalf of the entity identified as the County for funding.
3. The following is a complete disclosure of all known identities of interest—of all persons or entities, including affiliates, that will provide goods or services to the Department of State Hospitals' (DSH's) Incompetent to Stand Trial Diversion and Community-Based Restoration Infrastructure Project (Project) either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in Section 10302 of Title 4 of the California Code of Regulations (CTCAC Regulations).

Good Samaritan Shelter, Santa Barbara County Department of Behavioral Wellness

4. As of the date of the proposal, the Project, or the real property on which the Project is proposed (Property), is not party to or the subject of any claim or action at the state or federal appellate level.
5. I have disclosed and described below any claim or action undertaken that affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public and may be disclosed by the State.
6. I understand and agree that DSH will require Counties to submit a complete application with all required documents. Further, I understand and agree that DSH reserves the right to request clarification of unclear or ambiguous statements made in an application and in other supporting documents.
7. I understand and agree with DSH that funds awarded pursuant to the program 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." Only those costs that can be associated with completing the project would be eligible costs, per the Welfare and Institutions Code, Section 5960.15.
8. I further warrant and certify that County will comply with the following guidelines as a condition of receiving this funding:

- a. County commits to serving the felony IST population as identified by the courts for the Project.
- b. County commits to the provision of services and building use restrictions (property title shall be legally encumbered for required term) for 20 years for rehabilitation projects or 30 years for new construction after the project is placed in service.
- c. County shall use professionally licensed and insured contractors to carry out the work required for the Project.
- d. County shall comply with all applicable federal, state, and local relocation laws and shall have an approved relocation plan prior to proceeding with any phase of the Project that will result in the displacement of persons or businesses, if the proposed project requires relocation of any current residents.
- e. County shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
- f. County shall meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec 1720 et seq.). County shall provide a certification of compliance with California’s prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the County.
- g. County shall collect and report data to DSH as required.

In the event the State Department of State Hospitals and County are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.

I certify that the County will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined above and understand this is a condition of receiving such funds.

The information provided within the form and attached is true and correct.

DocuSigned by:  
  
 41846F5C725B460

June 27, 2024

Signature of Lead Authorized Representative

Date

Mona Miyasato

County Executive Officer

Typed Name of Signatory

Title of Signatory



**COUNTY OF SANTA BARBARA  
OFFICE OF THE  
PUBLIC DEFENDER**

**TRACY M. MACUGA, PUBLIC DEFENDER**

La Mer Kyle-Griffiths  
Assistant  
Public Defender

Deepak Budwani  
Chief Financial &  
Administrative Officer

Callie Glanton Steele  
Chief Trial Deputy  
Santa Barbara

Lea Villegas  
Chief Trial Deputy  
Santa Maria

Joe Lopez  
Chief Investigator

May 23, 2024

Via email: [ist@ahpnet.com](mailto:ist@ahpnet.com)

California Department of State Hospitals  
C/O Advocates for Human Potential Inc.

RE: Department of State Hospitals Incompetent to Stand Trial Diversion Infrastructure Project

To Whom it May Concern:

This letter is in support of the County of Santa Barbara's Department of State Hospitals Incompetent to Stand Trial Infrastructure (DSH-IST Infrastructure) project.

Santa Barbara County has seen significant growth in the number of individuals found IST on felony charges and has been a committed partner with Department of State Hospitals on creating solutions for these individuals in our community. The wait time for IST defendants to be placed in a State hospital bed places an increasing strain on our available resources, as well as results in the improper placement of individuals in jail. Santa Barbara County has formed a Department of State Hospital Collaboration Stakeholder Workgroup to address these issues. Amongst other solutions and initiatives, the DSH-IST diversion project provides critical funding to resolve the increasing pressure this has placed on the County's courts, law enforcement, and mental health services.

We sincerely hope that this will be a successful project and bring stability to many in our community.

Sincerely,

Tracy Macuga  
Chief Public Defender

**SANTA BARBARA**  
1100 ANACAPA STREET  
SANTA BARBARA, CA 93101  
P:(805) 568-3470 F:(805) 568-3564

**SANTA MARIA**  
312-P EAST COOK STREET  
SANTA MARIA, CA 93454  
P:(805) 346-7500 F:(805) 614-6735

**SANTA MARIA JUVENILE**  
4285 CALIFORNIA BLVD., SUITE C  
SANTA MARIA, CA 93455  
P:(805) 934-6944 F:(805) 934-6945

**LOMPOC**  
115 CIVIC CENTER PLAZA  
LOMPOC, CA 93436  
P:(805) 737-7770 F:(805) 737-7881

**ATTACHMENT C**

**AWARD LETTER**

Community Forensic Partnerships Division  
1215 O St.  
Sacramento, California 95814  
[www.dsh.ca.gov](http://www.dsh.ca.gov)



August 29, 2024

Edward Teyber  
Principal Analyst  
Santa Barbara County Executive Office  
105 East Anapamu Street  
Santa Barbara, CA 93101

Subject: Award Letter — Department of State Hospitals (DSH) Incompetent to Stand Trial (IST) Diversion and Community-Based Restoration (CBR) Infrastructure Project

Dear Edward Teyber:

Thank you for your submission to the DSH IST Infrastructure Program. DSH is pleased to announce that County of Santa Barbara’s proposal for 6 beds for an amount not to exceed \$562,500 has been approved.

Advocates for Human Potential (AHP), a research and consulting firm, provides project management services to DSH in the outreach, technical assistance, solicitation, and selection processes as well as the negotiation and contracting process for awarding the IST Infrastructure funding.

The next steps are to execute the Program Funding Agreement and submit an online project application packet. Please read the project application packet [here](#) and submit your application through the link in the document.

Please contact your assigned Grant Liason, [Channing Lawrence](#), at [clawrence@ahpnet.com](mailto:clawrence@ahpnet.com) to begin this process and for technical assistance on completing all required contracting documentation and/or project application packages.

DSH is excited to embark on this endeavor with you to develop residential housing settings for individuals deemed IST who are participating in either DSH-funded diversion and/or CBR programs.

Sincerely,

SCORED WITH PROCLAD  
  
0262776-0076-0075-01...

**Stacey Camacho**  
Deputy Director  
Community Forensic Partnerships Division  
Department of State Hospitals

Cc: Chris Edens, Chief Deputy Director, Program Services  
Ashley Breth, Assistant Deputy Director  
Lindsay Boulton, Program Section Chief  
Kionna Howard, Health Program Manager I  
Advocates for Human Potential (AHP)

**ATTACHMENT D**  
**FORM OF PROJECT APPLICATION**

## **DSH IST Diversion and Community-Based Restoration Infrastructure Project Application Packet**

The purpose of the Department of State Hospitals (DSH) Incompetent to Stand Trial Diversion and Community-Based Restoration Infrastructure Project (DSH IST Infrastructure Project) is to create up to 5,000 beds statewide for individuals deemed incompetent to stand trial (IST) who have been referred to DSH-funded diversion and community-based restoration (CBR) programs.

This opportunity provides one-time funding to counties and non-county entities to cover the costs of acquisition or down payment on a property, rehabilitation of a property, and/or furniture and minor equipment needed for occupancy. Counties and providers that elect to use the housing to serve a mixed population and allocate a certain number of beds to non-DSH funded participants must do so *at their own cost*. Counties and providers that participate in this funding opportunity must commit to contracting with DSH for a mental health diversion and/or CBR program and agree to a restrictive covenant that the property will be used to serve DSH-identified populations for a minimum of 20–30 years from the date of program activation based on the type of infrastructure project. A property that is either newly acquired or constructed shall require a 30-year covenant and a rehabilitation property shall require a 20-year covenant. In the event that the Legislature defunds the DSH community-based programs and the service agreement by and between DSH and the county is no longer in effect, DSH shall record a termination and release of the deed restriction in the county where the Infrastructure Projects are located.

Applicants are required to complete and submit a Project Application Packet through the application portal on the [DSH IST website](#). A single, unique, and distinct Project Application Packet is required for each proposed building at each separate and distinct address and assessor's parcel number (APN) or lot number (#).

Applicants will have an opportunity to access the application portal 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.

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

Below, you will find a WORKSHEET (not the actual application). Please use this worksheet as a guide to complete the online application.

## DSH IST Diversion and Community-Based Restoration Infrastructure Project Application Packet

### Section I. Project Information

- 1. Project Site Information:** Enter the street address of the proposed project. For ground-up construction, enter the assessor's parcel number (APN) or Lot Number (#) if no address has been assigned. Abbreviate as follows: Rd., St., Pl., Blvd., Ave.

Project Site Information	
Project Title	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>Townhouse</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	
Assessor's Parcel Numbers (APNs)	
Lot #	
Number of Beds	
Number of Bedrooms	
Maximum Funding Amount Requested	<i>Automatic sum of number of beds x \$93,750</i>

**2. Applicant Information**

Applicant Information (Enter the name and contact information for Lead Authorized Representative/Project Director)	
First Name	
Last Name	
Contact Title	
Organization/Entity	
Department	
Telephone	
Email	

**DSH IST Diversion and Community-Based Restoration Infrastructure  
Project Application Packet**

**If applicable, contact information for third-party contractor or community-based organization partner administering all or a portion of the DSH IST Infrastructure Program. Non-county entities are required to provide the Compliance Certification #1 with the fully executed Memorandum of Agreement from the partnering county as per the Program Funding Agreement (PFA). [If YES, upload here.]**

Organization Name	
(Street) Address 1	
(Street) Address 2	
City	
State	
Zip+4 Postal Code	
Contact First Name	
Contact Last Name	
Title	
Email	
Telephone	

**3. Facility Information**

Please choose the facility type that best defines your project.

- Supported Transitional Housing:* Supported, yet temporary, type of accommodation that provides structure, supervision, support for behavioral health, life skills, education, and/or training.
- Board and Care:* Non-medical, custodial care provided in a single-family residence, retirement residence, or an appropriate care facility including nursing home. This is a facility licensed to care for more than six (6) residents by Community Care Licensing, a division of the California Department of Social Services.
- Adult Care Facility:* Provides 24-hour, non-medical 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.
- 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. A recovery residence may include, but is not limited to, sober living homes, sober living environments, or unlicensed alcohol and drug-free residences.

**DSH IST Diversion and Community-Based Restoration Infrastructure  
Project Application Packet**

- 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?

- 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. Please describe the residential site including number of bedrooms, persons/bedrooms, bathroom facilities, shared living spaces, and access to outdoor spaces. Include any site amenities, such as community and common areas, laundry, gated access, security, recreational areas, and community garden (limit 1,000 words).

## **DSH IST Diversion and Community-Based Restoration Infrastructure Project Application Packet**

### **5. Program Services**

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

- Community-Based Restoration
- Diversion
- Both

Please describe the services to be provided to individuals in the residence, including staffing patterns, and safety and security measures (limit 1,000 words). Residence must provide individuals with access to supportive staff and a variety of therapeutic and wraparound supportive services, including but not limited to the following:

- Competency Restoration Services
- 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 Coordination
- Transportation to/from medical appointments

## DSH IST Diversion and Community-Based Restoration Infrastructure Project Application Packet

### 6. Infrastructure Project Details

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

*Acquisition of a property:* Purchase of real estate assets or property; total cost incurred in purchase of a property including price of 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 amount of the mortgage.

*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 that is owned by the county or a property the county will lease.

*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 may apply.

- Acquisition of a property
- Down Payment on a property
- Rehabilitation Construction or Remodel of a property
- Ground-up Construction of property
- Furniture, Fixtures, and Equipment

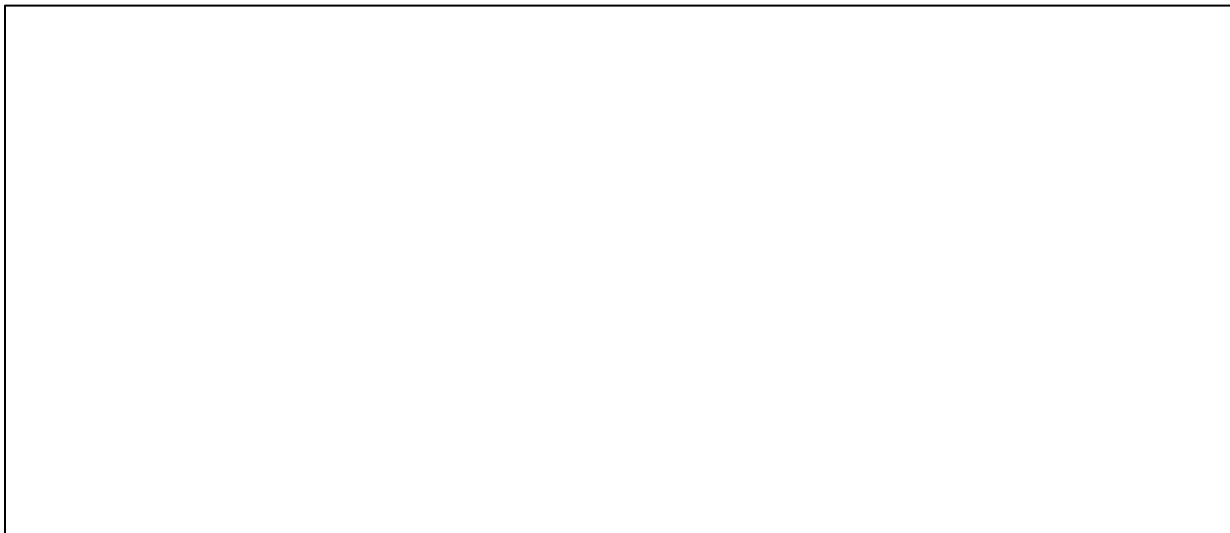
Please provide a detailed, narrative description of the proposed project plan. Please describe any preliminary site plans, design drawings, and/or construction plans for the proposed project, and proposed milestone schedule. Projects must be compliant with all local, county, state, and federal laws and 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. *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>1</sup>

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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 IST Diversion and Community-Based Restoration Infrastructure  
Project Application Packet**

*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 Section 1720(a); Cal. Lab. Code Section 1750(b)(1)). Counties using DSH IST Infrastructure funding to fund public works are subject to California’s prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code) and the county’s project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Cal. Lab. Code Section 1771.4(a)(1)).



# DSH IST Diversion and Community-Based Restoration Infrastructure Project Application Packet

## Section II. Document Upload

Please label all files for upload as follows: *Document Title\_Project Title\_Date Submitted*. Keep file names short – abbreviations are acceptable.

### 1. Project Budget Template

Please ensure that you have uploaded the total budget for the project using the template provided and make sure the budget is aligned with the deadline for the expenditure of funds. If the 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.**

Does this 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

Source 2: \_\_\_\_\_

Amount of funding: \_\_\_\_\_

Date the funding will be secured: \_\_\_\_\_

- Upload documentation of alternative funding

In the box below, please provide details about the information included in your budget template. Please also identify the other funding source that will be used for the non-DSH funded participants if applicable (limit 500 words). Please refer to the Budget Instructions.

## **DSH IST Diversion and Community-Based Restoration Infrastructure Project Application Packet**

### **2. Acquisition of or down payment on a Property**

In order to be considered for an acquisition or down payment of property, the grantee must submit one of the following:

- Executed Purchase and Sale Agreement (PSA) closing is contingent upon DSH approval,

Or

- an executed Exclusive Negotiation Agreement (ENA) closing is contingent upon DSH approval.

Or

- A Letter of Intent (LOI) that outlines the terms of a sale providing that a fully executed option will be completed within 60 days of application submission date.

### **THANK YOU!**

Thank you for completing the DSH IST Infrastructure Project Packet. An email confirmation will be sent to your Lead Authorized Representative's email address, as listed in this packet, once the application is submitted. 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 project, and can submit a Request for Funds Distribution form in the IST portal.

**ATTACHMENT E**  
**FORM OF DISBURSEMENT REQUEST**

**ATTACHMENT E  
FORM OF DISBURSEMENT REQUEST**

**Create Fund Allocation Request**

**COUNTY INFORMATION**

\*County Name

\*County Department Administering DSH-IST County 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 County agrees to provide electronic banking information to set-up the electronic funds transfer process with AHP
- No, the County 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 \_\_\_\_\_ County, I am requesting that AHP disburse the 100% of DSH-IST Funding as outlined in the County's executed PFA.

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

\*Date Electronically Signed:

**ATTACHMENT F**  
**COUNTY'S COMPLIANCE CERTIFICATION NO. 1**

## COMPLIANCE CERTIFICATION NO. 1

### MEMORANDUM OF AGREEMENT

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_ (“County”), certify that:

1. I possess the legal authority to submit this certification on behalf of the County and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. Capitalized terms not defined herein shall have the meanings ascribed thereto in that certain Program Funding Agreement by and between the County and AHP.
3. I am providing this information in connection with the Project Application for approval and funding of the Infrastructure Project Incompetent to Stant Trial (“IST”) from the State of California (“State”) pursuant to the California Department of State Hospitals (“DSH”) IST Diversion and Community-Based Restoration Infrastructure Program (“Program”) to use a portion of the Program Funds for the acquisition, down payment for acquisition, construction or renovation, of real property, furnishings, and for the provision of diversion or community-based restoration of competency services, to address the increasing number of patient referrals to DSH, and hereby acknowledge that the State and its contract manager, Advocates for Human Potential, Inc., a Massachusetts corporation (“AHP”) are relying on this information in disbursing any Program Funds.
4. The County has negotiated and attached to this Certification a copy of the fully executed and binding Memorandum of Agreement by and between the County and the third-party contractor or community-based organization (“Memorandum of Agreement”) which includes  
(i) the third-party contractor’s reporting obligations; (ii) the requirement that the third-party contractor respond to requests for information from AHP and DSH; (iii) the eligible uses of the Program Funds; (iv) the conditions under which any Program Funds will be disbursed from the County to the third-party contractor; (v) the method of disbursement; (vi) a requirement that the Infrastructure Project be deed restricted as required by the Program Funding Agreement; (vii) conditions for the repayment of any portion of the Program Funds or cancellation of future disbursements of any Program Funds; (viii) a requirement that the third-party contractor provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the third-party contractor or the Infrastructure Project, within thirty (30) days of such occurrence; (x) a requirement that the third-party contractor indemnify the County; and (xi) such other provisions required by AHP or DSH, in either AHP or DSH’s sole discretion.
5. Upon any amendment or modification of the Memorandum of Agreement, the County promptly shall provide AHP a copy of any fully executed amendment or modification.

6. The Memorandum of Agreement shall not be amended or modified in any manner, at any time, without prior approval of AHP, or the State, in their sole discretion.

7. The County shall provide AHP and the State prompt written notice of its receipt of a notice of termination or expiration of the Memorandum of Agreement.

8. The third-party contractor or community-based organization is registered with the California Department of Industrial Relations (“**DIR**”) as required by California Labor Code section 1725.5. The County further certifies that the Memorandum of Agreement and any subcontracts entered into by the third-party contractor or community-based organization shall require the third-party contractor or community-based organization and all subcontractors to 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 Infrastructure Project.

**SIGNATURE ON THE FOLLOWING PAGE**

I certify under penalty of perjury that the above information is true and correct and that the County shall comply with all requirements set forth above, in the County's Compliance Certification No. 1, Memorandum of Agreement, as a condition of receiving any Program Funds.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Date