

**PERSONAL SERVICES AGREEMENT BETWEEN  
SYRACUSE UNIVERSITY AND THE COUNTY OF ORANGE**

This **Agreement** is made by and between the County of Orange a political subdivision of the State of California (hereinafter "COUNTY") and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). COUNTY and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

- 1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: **Evaluation of the Psychiatric Advance Directives Project (PADS).**

PADS, a multi-county collaborative mental health services act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADS Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADS UNIVERSITY subcontractors and/or consultants.

**2.0 PAYMENT PROVISIONS.**

- 2.01 COUNTY shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from January 1, 2022 to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibit is incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work**, which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms.

## 5.0 PERFORMANCE STANDARDS.

- 5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and, to the best of its knowledge, are not employees of the COUNTY, or immediate family of an employee of the COUNTY.
- 5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed \$2,300,000.
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.
- 6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.
- 6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- 6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

- 6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.
- 6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.
- 6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.
- 7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the County deems proper. Any costs incurred by and/or owed to the County as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.
- 7.03 The County reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to complete the services hereunder.
- 7.04 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

## 8.0 INDEMNIFICATION.

- 8.01 UNIVERSITY shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

## 9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" or evidence of self-insurance certifying that all coverage and endorsements as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VIII, according to the current A.M. Best's Key Rating Guide or a company of equal financial stability.

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

- 9.03 **Insurance Coverage Requirements:** Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**Professional Liability Insurance,** \$1,000,000 per claims made with \$1,000,000 aggregate.

**Workers' Compensation Insurance,** if UNIVERSITY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date UNIVERSITY completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify County in writing within thirty ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming the

County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY'S work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the County shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of University's current audited financial report. If University's SIR is approved, University, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from University's, its agents, employee's or subcontractor's performance of this Agreement, University shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) University's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the University's SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

If the University fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement for cause.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates UNIVERSITY shall upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. UNIVERSITY shall prepare, maintain, and preserve all reports and records that may be required by federal, state and County rules and regulations related to services performed under this Agreement. UNIVERSITY

shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three year period, then UNIVERSITY shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

#### 11.0 NON-DISCRIMINATION.

- 11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

#### 13.0 INDEPENDENT CONTRACTOR.



- 13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY' s failure to pay such taxes.

#### 14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY' S contract administrators at the addresses listed below:

**FOR COUNTY**

Lesia Weinert  
200 W. Santa Ana Blvd., Suite #650  
Santa Ana, CA 92701  
714-834-5244

**FOR UNIVERSITY**

Stuart Taub, Director  
211 Lyman Hall  
Syracuse, NY 13244  
315-443-9356

#### 15.0 MISCELLANEOUS PROVISIONS.

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- 15.01 **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.
- 15.03 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and

signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 15.04 UNIVERSITY. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.
- 15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.
- 15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of County. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- 15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.
- 15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.
- 15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative

agreement.

- 15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.
- 15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such infringement claims.
- 15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the County's specific written approval.
- 15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

In addition, UNIVERSITY has the duty to notify the County in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the County in writing if the UNIVERSITY becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and County that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the County any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the County of its status in these areas whenever requested by the County.

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- 15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, , and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- 15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- 15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- 15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 15.30 COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an

electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and UNIVERSITY have executed this Agreement as of the day and year written below.

**COUNTY OF ORANGE**

**SYRACUSE UNIVERSITY**

By: \_\_\_\_\_  
Clayton Chau, M.D., PhD.  
Agency Director

By: \_\_\_\_\_  
Gwenn B. Judge  
Interim Senior Vice President and CFO

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

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

Approved as to Form:

By:  \_\_\_\_\_  
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Date: 2/4/2022

# Exhibit A

## Statement of Work

### **Evaluation of the Psychiatric Advanced Directives (PADs) Mental Health Services Act INNOVATIONS Project Activities in Orange County, California**

On behalf of the Burton Blatt Institute (“BBI”) at Syracuse University (<http://bbi.syr.edu>), this proposal is to develop, conduct, and report the results of an in-depth, quantitative and qualitative, evaluation of Orange County’s Psychiatric Advanced Directives (“PADs”) Mental Health Services Act Innovations Project (“Project”).

This proposal provides a detailed overview of the evaluation plan, including its scope of work and budget parameters. If approved to conduct the Project evaluation, BBI will work in close collaboration and partnership with Orange County and all stakeholders to further develop, refine, and revise our Project plan, methodology, and tools. BBI will use a participatory action research (“PAR”) approach that emphasizes meaningful peer and stakeholder involvement in all aspects of the Project. This will involve collaboration with the County and its stakeholders and contractors, and peers and their supporters and family members, to identify the core Project goals, objectives, methodologies, products, priority populations, and expected outcomes in the short and longer terms on key dimensions of interest to multiple audiences.

#### **I. Background and Purpose of Innovations Project**

In 2021, the California Mental Health Services Advisory Oversight Accountability Commission (“MHSOAC”) approved a first-of-its-kind Innovations Project designed to reduce reliance on incarceration and involuntary care, and to enhance quality of life and life outcomes for Californians with mental illness (“peers”).



Historically, peers have been segregated from society and received less supports and opportunities than other citizens.<sup>1</sup> Peers often have been subject to unjustified involuntary hospitalization, treated as “dangerous” by law enforcement and others, have persistently high rates of unemployment and homelessness, and many have lost their legal rights through conservatorship.<sup>2</sup>

Even though the Americans with Disabilities Act (“ADA”)<sup>3</sup> and the Supreme Court’s *Olmstead* decision<sup>4</sup> promised that peers can and should be full and equal members of their communities, thousands of Californians with mental illness continue to experience unemployment, homelessness, incarceration, and involuntary hospitalization.<sup>5</sup> These continuing and costly outcomes, made worse by the COVID-19 pandemic,<sup>6</sup> decrease peers’ quality of life, increase taxpayer costs, and challenge county budgets and service systems.<sup>7</sup>

The Innovations Project aims to help reverse centuries of negative life experiences and outcomes for peers and other stakeholders by creating:

[A] multi-county Innovation Project to test the feasibility of using Psychiatric Advance Directives (“PADs”) and other Supported Decision-Making (“SDM”) techniques. The objective is to enhance individual independence for persons with mental health needs and related conditions in areas such as daily life, education, housing, medical, employment, and financial empowerment, where relevant. The aim is to understand and help implement ways for counties to improve access to personal, health, and daily life care, the appropriateness and quality of care, preservation of the individual’s life goals and preferences, and to improve positive outcomes for consumers at risk of

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<sup>1</sup> Wood, E. (2005). History of guardianship. In Quin, M.J. *Guardianship of adults: Achieving justice, autonomy, and safety*. Springer Publishing Company.

<sup>2</sup> Hallmark, L. & Martinis, J. (2019). Psychiatric advance directives: The TRLA model in Texas. *Impact* 32(1), 43-44.

<sup>3</sup> 42 U.S.C. § 12101, *et seq.* See also Blanck, P. (2020). *Disability Law and Policy*. Cambridge Press.

<sup>4</sup> *Olmstead v. L.C., ex rel. Zimring*, 527 U.S. 581 (1999).

<sup>5</sup> *e.g.*, Hallmark & Martinis, 2019; Fresno County Mental Health Plan, 2017-18. Retrieved from <https://www.co.fresno.ca.us/home/showdocument?id=34653>; Monterey County Cultural Competency Plan Requirements, 2018/19 Update. Available at: <https://www.co.monterey.ca.us/home/showdocument?id=84723>

<sup>6</sup> Panchel, N, Kamal, R, & Cox. C. (2021). The implications of COVID-19 for mental health and substance use. The Kaiser Family Foundation. Retrieved from: <https://www.kff.org/coronavirus-covid-19/issue-brief/the-implications-of-covid-19-for-mental-health-and-substance-use/>; Shalev, D., & Shapiro, P. A. (2020). Epidemic psychiatry: The opportunities and challenges of COVID-19. *General Hospital Psychiatry*, 64, 68;

<sup>7</sup> *e.g.*, Robiner, W. N. (2006). The mental health professions: Workforce supply and demand, issues, and challenges. *Clinical psychology review*, 26(5), 600-625; Behrens, D., Lear, J. G., & Price, O. A. (2013). Improving access to children’s mental health care: Lessons from a study of eleven states. George Washington University. Retrieved from: [https://hsrc.himmelfarb.gwu.edu/sphhs\\_centers\\_chhcs/8/](https://hsrc.himmelfarb.gwu.edu/sphhs_centers_chhcs/8/); Gamm, L., Stone, S., & Pittman, S. (2010). Mental health and mental disorders—A rural challenge: A literature review. *Rural healthy people*, 1(1), 97-114.

involuntary care, homelessness, unnecessary hospitalizations, and involvement with the criminal justice systems, at all stages of life.<sup>8</sup>

In the Innovations Project, Orange County, in partnership with four other participating California counties, will:

1. Provide standardized training to increase understanding of the existence and benefits of PADs by communities and stakeholders.
2. Develop and implement a standardized PAD template, ensuring that individuals have autonomy and are the leading “voice” in their care, especially during a mental health crisis.
3. Utilize peers to facilitate creation of PADs, that shared lived experience and understanding will lead to more open dialogue, trust, and improved outcomes.
4. Develop and implement a standardized training “tool-kit” to enable PAD education, policy, and practice fidelity within counties, and across county to county.
5. Align mental health PADs with medical Advance Directives, with a focus on treating the “whole person” throughout the life course.
6. Utilize an accessible technology platform for easy access to training, materials, creation, storage, and review of PADs.
7. Create a fully functioning accessible cloud-based PADs Technology Platform, for ease of use by consumers, law enforcement, or hospitals for in-the-moment use.
8. Use legislative and policy analysis and advocacy, with peer and consumer views and “voices” in the lead, to create a legal structure to recognize and enforce PADs, that peer choice and self-determination are recognized and respected in the counties and throughout California.<sup>9</sup>

## **II. Summary of Proposed Evaluation of Orange County Innovation Activities, with Particular Focus on Development and Outcomes of a PADs Technology Platform**

As is set forth in more detail below, the substantive and process research questions that we propose to evaluate include:

- (1) The extent to, and ways in which, Orange County and its contractors successfully completed the stated outcomes and created the technology and products described in the Project work plan.
- (2) The extent to, and ways in which, Orange County solicited, received, and acted upon meaningful recommendations from stakeholders including peers, family members, and professionals, in designing, conducting, and adapting the Project activities and products.

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<sup>8</sup> MHSOAC Contract Number 18MHSOAC041, 2019

<sup>9</sup> Concepts Forward Consulting. (2021). Psychiatric Advance Directives: Multi-County Collaborative Mental Health Services Act Innovations Project. Proposal to MHSOAC.

- (3) The extent to, and ways in which, the Project activities performed by Orange County and its contractors have a valid and reliable, measurable, impact on peers' quality of life including, but not limited to, increasing their independence, self-determination, and community integration, and decreasing their rates and lengths of homelessness, involuntary hospitalization, and incarceration.
- (4) The extent to, and ways in which, the activities performed by Orange County and its contractors have a valid and reliable, measurable, positive impact on the ways law enforcement, first responders, medical and mental health care providers, and other county professionals interact with and support peers.
- (5) The extent to, and ways in which, the activities performed by Orange County and its contractors have a valid and reliable, measurable, impact on the quality of the services and supports peers receive from law enforcement, first responders, medical and mental health providers, and other county professionals.
- (6) The extent to, and ways in which, the technology platform developed by Chorus, through a contract with Orange County, is accessible to, useable by, and generally transferrable to diverse peers, their supporters, and professionals across Orange County service systems, other California counties, and other states systems, and is meaningfully responsive to the needs of peers and other key stakeholders in the counties participating in this Project.

### **III. Evaluation Methodologies**

If approved, for this evaluation BBI will develop, conduct, and report the results of process and outcome evaluations designed to answer the above referenced research questions.

To answer these core questions, BBI will conduct multiple-method, multi-modal, evaluations addressing different facets of the Project, designed to rigorously address the research questions independently and in combination. The evaluation will involve and utilize process, outcome, and other theoretical frameworks well-recognized in the scientific literature, coupled with the goals and objectives identified by the Project designers (e.g., technology platform designers). These evaluations will draw on well-recognized models of PADs creation and implementation, specifically:

1. PADs are conceptualized as a complex and multi-stage intervention<sup>10</sup> that includes:
  - a. Meaningful peer and stakeholder knowledge and acceptance of PADs,
  - b. Appropriate PAD completion, and
  - c. Accessing and honoring PADs when needed, and over time and circumstance.

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<sup>10</sup> Nicaise, P., Lorant, V., & Dubois, V. (2013). Psychiatric advance directives as a complex and multistage intervention: a realist systematic review. *Health & social care in the community*, 21(1), 1-14.

2. The process of implementing PADs within the larger mental health ecosystem is conceptualized within the “Implementation Science Framework,”<sup>11</sup> as based on five core elements modified specifically for this evaluation:
  - a. Usable and accessible intervention criteria (e.g., regarding technology),
  - b. Stages and context of implementation,
  - c. Implementation drivers and challenges (systemic, structural, group, individual levels, economic, social, and policy considerations),
  - d. Improvement cycles over time, and circumstance, and
  - e. Implementation teams and processes.

These constructs will guide BBI’s evaluation (and as they have proved successful and practical in other large-scale BBI evaluation projects such as in New York State), allowing a systematic and detailed review, analysis, and reporting on Project development, implementation, and impact. This objective is furthered by BBI identifying and validating evolving needs and knowledge in context; measurably monitoring the implementation of Project activities; describing in detail Project accomplishments, challenges, and adaptations; and examining relevant and practical outputs and outcomes (e.g., at the individual, group, social, community, economic cost-benefit levels) from diverse stakeholder perspectives.<sup>12</sup>

To ensure that the evaluation is well-grounded in science and best practices, BBI draws from effective and validated evaluation methodologies (its own and others’), including Participatory Action Research (“PAR”),<sup>13</sup> Utilization Focused Evaluation,<sup>14</sup> Stakeholder Based Evaluation,<sup>15</sup> and Real World Evaluation.<sup>16</sup> Critically, the evaluation will use culturally and linguistically appropriate, responsive and equitable, evaluation approaches to guide the research and

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<sup>11</sup> Blanchard, C., Livet, M., Ward, C., Sorge, L., Sorensen, T. D., & McClurg, M. R. (2017). The active implementation frameworks: a roadmap for advancing implementation of comprehensive medication management in primary care. *Research in Social and Administrative Pharmacy, 13*(5), 922-929.

<sup>12</sup> Rossi, P. H., Lipsey, M. W., & Howard, E. Freeman. 2004. *Evaluation: A systematic approach*.

<sup>13</sup> Baum, F., MacDougall, C., & Smith, D. (2006). Participatory action research. *Journal of epidemiology and community health, 60*(10), 854; Cousins, J. B., & Earl, L. M. (1992). The case for participatory evaluation. *Educational evaluation and policy analysis, 14*(4), 397-418.

<sup>14</sup> Patton, M. Q. (2008). *Utilization-focused evaluation*. Sage publications.

<sup>15</sup> Mark, M. M., & Shotland, R. L. (1985). Stakeholder-based evaluation and value judgments. *Evaluation review, 9*(5), 605-626.

<sup>16</sup> Bamberger, M., & Mabry, L. (2019). *RealWorld evaluation: Working under budget, time, data, and political constraints*. Sage publications.

integrate diversity, inclusion, and equity principles into all phases of evaluation.<sup>17</sup>

These activities will enable BBI to conduct an evaluation that addresses and provides valid and reliable metrics as to the overarching and specific research questions, and which is inclusive of, and practically useful to Orange County, peers, families, law enforcement, first responders, medical and mental health providers, and other county professionals and stakeholders across the state.

To those objectives, the BBI **process evaluations** will:

- (1) Evaluate the effectiveness of the design and implementation of Project activities and products (e.g., the technology platform).
- (2) Document key achievements, challenges, and lessons learned.
- (3) Assess the validity, replicability (e.g., reliability), and scalability of the Project on multiple dimensions such as at the community, individual levels).
- (4) Provide recommendations and methods for scaling and replicating the Project in other counties, and over time and context.
- (5) Document the process—qualitatively and quantitatively—by which the technology platform was designed as well as the usability, functionality, and important features of the final product to assess the extent to which it meets the needs of all diverse stakeholders and its suitability for other counties.
- (6) Provide real-time input to Orange County to enhance strategies, processes, and products over the course of the Project, based on a close monitoring of the development and implementation processes and administering ongoing quantitative and qualitative measures using a continuous quality improvement approach.

The BBI **outcome evaluations**, therefore, will be able to address questions on participant and system outcomes in the short- and longer-term. For example, for the peer participants, BBI the evaluations will assess:

- (1) Did peers' (and other key stakeholders') knowledge, understanding, and acceptance of PADs meaningfully increase as associated with aspects of the Project (e.g., with use of the technology applications)?
- (2) In what ways were peers able to effectively complete PADs (e.g., with use of technology)?
- (3) To what extent and in what ways did PADs positively impact peers' self-efficacy, feelings of empowerment and self-determination, and community participation and inclusion, and acceptance (and with use of technology)?
- (4) How did PADs meaningfully enhance peers' ability to manage their medical and mental health treatment and services (and with use of technology)?

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<sup>17</sup> Woodson, T.T. (2021). *Using a Culturally Responsive and Equitable Evaluation Approach to Guide Research and Evaluation*. Washington DC: Mathematica Policy Research.

- (5) How did PADs enhance peers' (and other stakeholders') meaningful involvement in and management of their medical and mental health treatment and services (and with use of technology)?
- (6) How did PADs improve peers' interactions and relationships with law enforcement, first responders, and other county professionals (and with use of technology)?
- (7) How did PADs reduce peers' rates and/or lengths of homelessness, incarceration, and involuntary hospitalization (and with use of technology)?
- (8) How did PADs enhance peers' quality of life in life spheres such as employment, housing, independent living, and financial management (and with use of technology)?

From a county systems perspective, for example, the evaluation will assess changes in knowledge, attitudes, policies, practices, and procedures in law enforcement, first responders, medical and mental health providers, and other county professionals and stakeholders, and associated short- and long-term economic and social implications, including:

- (1) Ways in which law enforcement, first responders, medical and mental health providers, and other county professionals increased knowledge, understanding, and acceptance of PADs (and with use of technology applications as developed).
- (2) Whether and how law enforcement, first responders, medical and mental health providers, and other county professionals appropriately changed their policies, practices, and procedures based upon increased knowledge, understanding, and acceptance of PADs (and with use of technology).
- (3) Whether and how law enforcement, first responders, medical and mental health providers, and other county professionals created or engaged in adequate training to learn how to facilitate or implement PADs (and with use of technology).
- (4) Whether and how effectively law enforcement, first responders, medical and mental health providers, and other county professionals (and other stakeholders) supported or facilitated peers in creating and implementing PADs (and with use of technology).
- (5) How effectively law enforcement, first responders, medical and mental health providers, and other county professionals changed or improved their attitudes and behaviors toward and interactions with peers (and with use of technology).

BBI will examine closely the process and outcome evaluation questions through a multi-modal (e.g., multi-measure and multi-method) approach that includes multiple different types of well-recognized data collection and analysis (e.g., quantitative, qualitative) techniques (and which BBI has used successfully prior):

- (1) Ongoing systematic and detailed observation of and involvement in Project planning and development meetings.
- (2) Ongoing close review of Project documents and materials (e.g., environmental and economic scan), and initially and as they are adapted based on peer and other stakeholder input.
- (3) Qualitative data analysis of semi-structured, interviews with peers and stakeholders including, but not limited to:
  - Peers in Orange County's identified priority population(s).
  - Family members and supporters of peers.
  - Law enforcement personnel.
  - First responders.
  - Hospital personnel.
  - Medical and mental health providers.
  - Social workers.
  - Case managers.
  - Other relevant county professionals.
- (1) Baseline and follow-up surveys (e.g., quantitative, qualitative) with stakeholder groups.
- (2) Quantitative and qualitative data analysis of validated satisfaction surveys with individuals receiving training (e.g., also associated economic and social outcomes).
- (3) Qualitative data analysis of semi-structured interviews with peers who participated in the PADs process to determine their satisfaction with and concerns about the process and whether and how the process impacted their quality of life, and over time and circumstance.
- (4) Quantitative and qualitative data analysis to measure changes in self-determination and community participation of peers participating in the PADs process, based on validated measures such as the Mental health empowerment scale,<sup>18,19</sup> the Self Determination Inventory,<sup>20</sup>

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<sup>18</sup> Rogers ES, Chamberlin J, Ellison ML, Crean T. A consumer-constructed scale to measure empowerment among users of mental health services. *Psychiatr Serv.* 1997;48(8):1042–7.

<sup>19</sup> Lee, K. T., Lee, S. K., Lu, M. J., Hsieh, W. L., & Liu, W. I. (2021). Mediating effect of empowerment on the relationship between global function and personal recovery among community-dwelling patients with schizophrenia: a cross-sectional study. *BMC psychiatry*, 21(1), 1-8.

<sup>20</sup> Shogren, K.A., Rifenshark, G.G., Hagiwara, M. (2021) Self-determination assessment in adults with and without intellectual disability. *Intellectual and Development Disabilities* 59 (1): 55–69.

Community Participation Indicators,<sup>21</sup> among other measures that BBI has successfully deployed.

#### **IV. Illustrative Summaries of Evaluation Strategies**

##### **A. Evaluating the Technology Platform**

The Project's technology platform, developed by Chorus, or a comparable technology company through a contract with Orange County, is intended to meet the needs of multiple diverse stakeholder groups. The platform is to be relevant, reliable, and practically useful for counties across the state that are implementing PADs or may do so in the future. The BBI evaluation of the technology platform will examine among the following questions:

- (1) To what extent did Chorus complete Project tasks and develop Project products on time, adequately given investments, using the methodology established?
- (2) In what ways did Chorus solicit meaningful input from each stakeholder group, with an emphasis on peers, in its development of and adaptations to the platform?
- (3) What were the initial concerns of each stakeholder group?
  - a. Do these concerns and needs align or were they in conflict?
- (4) What are the key relevant features of the platform?
  - a. How do the features and design of the platform respond to the diverse needs and concerns of each stakeholder group?
- (5) How was each stakeholder group engaged throughout the development process?
- (6) Were stakeholders from all counties included/consulted/valued/listened to throughout the development process?
- (7) What changes were made to the platform in response to feedback from stakeholders and after pilot-testing?
- (8) In what ways does the platform enable law enforcement, first responders, medical and mental health providers, and other county professionals to meaningfully, and effectively, access PADs when needed, and across time and circumstance?
- (9) To what extent is the platform customizable and scalable to meet needs of additional stakeholders or other county systems?
- (10) How does the platform allow for integration, efficacy, and interoperability with other technology-based tools designed to improve peers' self-determination, health, and life outcomes?

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<sup>21</sup> Heinemann AW, Lai JS, Magasi S, Hammel J, Corrigan JD, Bogner JA, Whiteneck GG. (2011) Measuring participation enfranchisement. Arch Phys Med Rehabil. 92(4):564-71.  
<https://doi.org/10.1016/j.apmr.2010.07.220>



- (11) How does the platform allow for integration, efficacy, and interoperability with other accessible and usable technology-based tools designed to improve supports and services for peers, including those used by law enforcement, first responders, medical and mental health care providers, and other county professionals?
- (12) How effectively does that platform allow the PAD to be notarized, as needed?
- (13) How effectively does the template and platform conform with law to ensure that it is legally sufficient and enforceable?
- (14) How can the platform be effectively used within and across counties, and across states?
- (15) The ways in which an individual's PAD be accessible and usable (technologically and otherwise) whenever and wherever they are, across time and circumstance?
- (16) To what extent is the educational information in the platform (both text and video) cognitively, linguistically, and sensory accessible, culturally and linguistically competent, and practically relevant?

To address these questions, BBI will:

- (1) Attend and meaningfully participate in planning and development meetings.
- (2) Systematically review feedback from stakeholders, including peers, family members, and professionals.
- (3) Analyze whether and how Chorus responded to feedback and adapted the platform in response to feedback.
- (4) Systematically review pilot testing data on the platform's effectiveness and accessibility.
- (5) Conduct interviews with peers and other stakeholders to collect quantitative and qualitative data regarding experiences using the platform, satisfaction with the platform, and suggestions for improving the platform.

#### **B. Evaluating Stakeholder Knowledge and Acceptance of PADs over Time**

One primary goal of this Project is to meaningfully increase peer and other stakeholder knowledge and acceptance of PADs through a series of trainings and outreach activities. BBI will conduct process and outcome evaluations to determine whether and how these activities are associated with measurable increases in PAD knowledge and acceptance across stakeholder groups.

The BBI process evaluation will address among the following questions:

- (1) In what ways was the outreach appropriately conducted?
- (2) How many peers and others (and in consideration of the diversity of the people) were reached?
- (3) How did Project partners meaningfully engage peers and other stakeholders to identify training topics?
- (4) What training modalities were used, to what extent, and their usefulness?

- (5) Did outreach and training developers solicit meaningful feedback from peers and other stakeholders in developing and adapting outreach and training strategies and modalities?
- (6) How was feedback from peers and other stakeholders addressed and were outreach and training modalities amended or adapted based on feedback?

To address and answer these questions, BBI will:

- (1) Attend and meaningfully participate in planning meetings where outreach and training activities are developed and adapted.
- (2) Conduct semi-structured, in-depth interviews with training developers, facilitators, and stakeholders.

BBI's outcome evaluation will address, among other dimensions, the following core question: In what ways did outreach and training activities contribute to a measurable increase in peer and stakeholder knowledge and acceptance of PADs among people who directly engage with the project as well as the broader population of stakeholders?

We will address this central outcome question by administering survey questionnaires (pre-piloted) to training participants before (e.g., baseline) and after their attendance in training to assess knowledge gained, changes in attitudes, intent to change and satisfaction with the program. To measure the increased knowledge outcome among the broader population, we will conduct the baseline surveys with identified peers and other stakeholders at the beginning of the project and conduct follow-up surveys in at least one subsequent year (e.g., cross-sectionally and longitudinally as feasible). The surveys will be designed to identify:

- (1) Appropriate awareness and understanding of PADs.
- (2) The types and degree of supports and competencies needed to increase knowledge and acceptance of PADs.
- (3) Recommendations and concerns regarding PADs.
- (4) Opportunities and barriers to enhancing knowledge and acceptance of PADs.

BBI will develop the survey questions based on a review of the scientific literature and with the close input of peers and other stakeholders. To survey difficult-to-reach, and over time, peers and other stakeholders (e.g., families experiencing homelessness), we will hire and train BBI partners (emphasizing peers) to assist in data collection. We will use such data not only to evaluate the effectiveness of training and outreach activities, but also to recommend additional and future training topics and measure changes in knowledge and attitudes of the priority population(s) identified by Orange County and other counties.

### **C. Evaluating the PAD Process**

In this Project, Orange County will create a PAD template, identify priority population(s) of peers to work with, conduct outreach, and training to those peers, and provide support to empower peers to create individualized and effective PADs (and with support from the technology platform).

BBI's evaluation of this portion of the Project will be designed to answer among the following questions:

- (1) How, and in what ways, did the County identify priority population(s)?
  - a. What demographic and other diverse factors were considered when identifying priority population(s)?
  - b. Whether and to what extent the County solicited and considered input from peers and other stakeholders in identifying priority population(s).
  - c. Whether and to what extent the County showed that its priority population(s) and the peers recruited to participate in the Project from those populations were diverse and inclusive.
- (2) What processes, and in what ways, did the County use to facilitate PADs creation and implementation?
- (3) Whether and how the County solicited and considered input from peers and other stakeholders in developing and/or adapting the PAD processes?
- (4) The extent to which certain PAD processes (e.g., facilitation by peers or by clinicians) were more effective (i.e., individually, socially, clinically, economically) than others?
  - a. What factors, and in what ways, contributed to PAD processes being more or less effective?
- (5) What opportunities and challenges were faced in developing and implementing PAD processes and how were they addressed?
- (6) How and in what ways did the County ensure that the PAD facilitation process was culturally competent, cognitively accessible, and linguistically inclusive?
- (7) What, and to what extent, training was provided to peers to help them engage in the PAD process?
- (8) How many peers (and given the diversity of peers) began the PAD process and how many completed it?
- (9) What did diverse peers find important and useful about the PAD process and what would they change to enhance the process and its usefulness?

To answer these questions, BBI will:

- (1) Attend and meaningfully participate in meetings to develop, plan, implement, and adapt the PAD processes.
- (2) Interview and collect quantitative and qualitative data from peers and other stakeholders who participated in the development, planning, implementation, and adaptation of the PAD process.
- (3) Interview and collect quantitative and qualitative data from peers and stakeholders who took part in the PAD process including peers who completed PADs and those who did not.

**D. Evaluating whether PADs were Useful and Accessible when Needed**

To evaluate the efficacy and efficiency (e.g., at the individual, social, community, and economic levels) of the Project, BBI will examine how people's PADs were accessible to and usable by peers and to other stakeholders when needed (e.g., in a crisis or as a part of service planning).

The BBI evaluation will address and answer among the following questions:

- (1) Whether and in what ways the PAD process and technology platform ensures that peers and other stakeholders (e.g., law enforcement, first responders, medical and mental health care providers, and other county professionals) can appropriately access PADs when needed.
- (2) Whether and how law enforcement, first responders, medical and mental health providers, and other county professionals have implemented effective processes to determine whether a person has a PAD, and to access and honor its terms.
  - a. Whether and how law enforcement, first responders, medical and mental health providers, and other county professionals solicited, considered, and incorporated feedback from peers and other stakeholders in developing those processes;
- (3) What opportunities and challenges do different county and state agencies face in implementing an effective process to access and honor PADs when needed.
- (4) How do PADs, when accessed and honored, provide law enforcement, first responders, medical and mental health providers, and other county professionals appropriate information enabling them to provide individualized and effective person-centered care and treatment?

To address these evaluation questions, BBI will:

- (1) Attend and meaningfully participate in meetings of law enforcement, first responders, medical and mental health providers, and other county professionals to develop, plan, implement, and adapt policies and procedures to increase PAD awareness, accessibility, and acceptance when needed.
- (2) Review draft and final policies (and other relevant materials) of law enforcement, first responders, medical and mental health providers, and other county professionals to increase PAD awareness, accessibility, and acceptance when needed.
- (3) Review feedback from peers and other stakeholders on draft and final policies of law enforcement, first responders, medical and mental health providers, and other county professionals to increase PAD awareness, accessibility, and acceptance when needed.
- (4) Interview and collect quantitative and qualitative data from law enforcement, first responders, medical and mental health providers, and other county professionals who participated in the development, planning, implementation, and adaption of policies and procedures to increase PAD awareness, accessibility, and acceptance when needed.
- (5) Interview and collect quantitative and qualitative data from peers and other stakeholders who provided feedback on draft and final policies of law enforcement, first responders, medical and mental health providers, and other county professionals to increase PAD awareness, accessibility, and acceptance when needed.
- (6) Interview peers who completed the PAD process to examine whether and how their PADs were accessible and honored when needed.

- (7) Interview peers, law enforcement personnel, first responders, medical and mental health providers, and other county officials to analyze whether, in their opinion, PADs led to appropriate, individualized and person-centered treatment when accessed and honored.

**E. Evaluating whether PADs had a Positive Impact on Peers' Lives (and on others associated with Peers)**

Importantly, BBI will evaluate whether creating and implementing PADs had a positive impact (e.g., individually, socially) on the lives and life outcomes of peers in the priority population(s), as well as on those individuals connected to peers.

This Project is to empower peers to direct their medical and mental health care, as well as other supports and services, in crisis and everyday situations by creating personalized effective PADs. PADs are a form of Supported Decision-Making (“SDM”),<sup>22</sup> which BBI has been funded to evaluate extensively across states and nationally.<sup>23</sup> When people use SDM, they work with trusted supporters, such as friends, family members, and professionals, who help them understand the situations and choices they face, consider their options, and make and implement decisions regarding their health care and other life spheres.<sup>24</sup>

Because PADs, like other forms of SDM, empower people to make their own decisions and direct their lives and supports to the maximum extent possible, they are associated with increased *self-determination*.<sup>25</sup> People are *self-determined* when they make “simple and complex everyday life choices regarding where, how, and with whom they live.”<sup>26</sup> Studies consistently find that people with disabilities who exercise greater self-determination have improved life outcomes including increased employment, independence, community integration, and safety.<sup>27</sup> In addition, research finds that using SDM “may enhance feelings of self-empowerment and yield improved functional outcomes” for peers.<sup>28</sup>

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<sup>22</sup> e.g., Hallmark & Martinis, 2019.

<sup>23</sup> e.g., Shogren, K., Wehmeyer, M., Martinis, J., & Blanck, P. (2019). *Supported Decision-Making: Theory, Research, and Practice to Enhance Self-Determination and Quality of Life*. Cambridge University Press.

<sup>24</sup> e.g., Hallmark & Martinis, 2019; Jeste, D, Eglit, G., Palmer, B, Martinis, J., Blanck, P., & Saks, E. (2018). Supported decision-making in serious mental illness. *Psychiatry* 81(1) 28-40.; Blanck, P. & Martinis, J. (2015). “The right to make choices”: The national resource center for supported decision-making. *Inclusion* 3(1), 24-33.

<sup>25</sup> e.g., Jeste, et al, 2018.

<sup>26</sup> Blanck & Martinis, 2015, p. 25

<sup>27</sup> e.g., Blanck & Martinis, 2015; Martinis, J. & Blanck, P. (2019). *Supported decision-making: From justice for Jenny to justice for all!* Virginia: Something Else Solutions Press (summarizing studies).

<sup>28</sup> Jeste, et al., 2018, p. 36.

Consequently, we hypothesize that peers who effectively create and implement PADs through this Project will experience improved life outcomes including enhanced quality of life and decreased incarceration, homelessness, and involuntary hospitalization (and outcomes will vary as a function of PAD modality, such as via the technology platform, and other measurable dimensions, circumstance, and time).

To test this over-arching hypothesis, the BBI evaluation will address among the following questions and predictions:

- (1) In what ways does taking part in the PAD process and completing a PAD increase peers' self-determination and independence?
- (2) How does taking part in the PAD process and completing a PAD have a positive impact on peers' quality of life (and related individual outcomes)?
- (3) How does completing and implementing a PAD result in reduced rates (and associated costs) of incarceration for peers, or in reduced negative interactions with police and other relevant county officials, and other individuals in the community?
- (4) How does completing and implementing a PAD result in reduced rates (and associated costs) of involuntary hospitalization for peers?
- (5) How does completing and implementing a PAD result in reduced length (and associated costs) of involuntary hospitalization admissions?
- (6) How does completing and implementing a PAD result in enhanced community integration and involvement for peers, as well as for others interacting with peers (and associated costs)?
- (7) How does completing and implementing a PAD result in enhanced medical and mental health, employment, housing, financial management, and other life outcomes for peers (and associated costs)?
- (8) How do PADs, when appropriately accessed and honored, improve the care and treatment received by peers in crisis situations (and associated costs)?
- (9) How do PADs, when appropriately accessed and honored, improve the quality of everyday supports and services received by peers (and associated costs)?

To answer these questions, BBI will:

- (1) Periodically and systematically interview and collect representative quantitative data from peers who have completed PADs to analyze whether they have experienced increases in self-determination, independence, and community participation using validated measures such as the Mental Health Empowerment Scale, the Self Determination Inventory, and Community Participation Indicators.
- (2) Periodically and systematically conduct semi-structured, in-depth sampling interviews of peers who completed and implemented PADs to collect qualitative data regarding the quality of their lives, their life outcomes in several spheres, and the effectiveness of the supports and services they have received since doing so.

- (3) Periodically and systematically collect, sample, and review historical and current data (e.g., individual, social, community, economic), where available, regarding incarceration, homelessness, employment, and involuntary hospitalization of peers, including those who have and have not completed PADs.

#### V. **BBI Organizational Capacity**

BBI is well-qualified to successfully complete the work and conduct the evaluation described in this proposal. BBI has extensive experience in stakeholder engagement and coordinating evaluation protocols between project partners, including in projects dedicated to increasing self-determination and quality of life for peers and other people with diverse disabilities and intersectional identities.

Founded in 2005, BBI has more than twenty core researchers and knowledge translation experts in multiple disciplines, including multi-cultural and multi-lingual staff. BBI has been awarded over 50 grants and sub-awards from federal, state, and local agencies and private foundations focused on evaluating and increasing self-determination, independence, and community integration.

BBI's projects require engagement with multiple stakeholders and develop and coordinate evaluation protocols among multiple partners. BBI's evaluation projects include:

- (1) **The Southeast ADA Center**, which engages multiple diverse stakeholders across the southern United States, including people with disabilities, underserved communities, state and local governments, and private businesses to evaluate compliance with the Americans with Disabilities Act, and to develop and disseminate recommendations for ways to improve employment, inclusion, and community integration of people with disabilities.
- (2) **Region IV Technical Assistance & Continuing Education Program**, which coordinates with multiple stakeholders to evaluate the effectiveness of vocational rehabilitation services and develops and disseminates recommendations for ways to enhance independent living and employment outcomes for people with disabilities.
- (3) **ADA Participatory Action Research Center**, a national collaboration among BBI and stakeholders to evaluate programs, identify factors that facilitate or limit community participation, and develop and disseminate recommendations to increase and/or sustain community integration.

BBI has extensive experience implementing and evaluating projects involving PADs and other forms of SDM and has received millions of dollars for such projects. BBI is a well-recognized national and international leader in SDM and a core partner in the federally funded **National Resource Center for Supported Decision-Making ("NRC-SDM")**, which coordinates with multiple state and local agencies, and peers and stakeholders,

to increase research, knowledge, and use of SDM. BBI has collaborated with the Saks Institute for Mental Health Law, Policy, and Ethics at the University of Southern California on projects designed to increase knowledge and acceptance of PADs by peers and other stakeholders and evaluate the impact of PADs on peers' quality of life.

BBI coordinates with multiple, diverse, stakeholders in California and across the country to develop, implement, and evaluate local (Rutland, Vermont and Fairfax, Virginia), statewide (New York, Kansas, Missouri, Vermont, and Kentucky), and national (NRC-SDM and the federally funded **Supported Decision-Making Community Living and Participation Project**) projects designed to empower people with disabilities to make their own decisions and direct their lives and supports. Through this work, BBI has developed scientifically valid and reliable tools and methodologies to evaluate the efficacy and impact of such projects, including:

- (1) Quantitative evaluation tools to examine impact on self-determination and quality of life, including the use of supportive accessible technologies.
- (2) Qualitative evaluation tools to examine subjective impact on quality of life.
- (3) Data-driven evaluation tools to examine impact on community integration and economic participation.

## **VI. Approved Budget and Narrative and Payment Terms**

### **A. Personnel**—personnel costs include fringe benefits and indirect costs.

**Peter Blanck**, Ph.D., J.D., will serve as Principal Investigator of the Project, committing .875 summer months of effort or .25FTE to the project. Blanck will provide similar effort levels during the academic months in-kind (no cost to funder) in each year of the project. Dr. Blanck will provide direct oversight of all project activities.

**Michael Morris**, J.D., will serve as Co-Project Director committing 4 months or .33FTE in each year of the project. Mr. Morris will focus on evaluation of increased system integration and policy changes that increase utilization of PADs to reduce reliance on incarceration and involuntary care, and to enhance improved quality of life for Californians with mental illness.

**Jonathan Martinis**, J.D., Esq., will serve as Co-Project Director committing 5.4 calendar months or .45FTE in each year of the project. Mr. Martinis will focus on how law enforcement, first responders, medical health providers, the judicial system and other county professionals have increased their understanding and use of PADs with training and technical assistance to increase individualized and effective person-centered care and treatment.

**Nanette Goodman**, M.S., Director of Research will commit an average of 4.5 calendar months or .38FTE in each project year. Ms. Goodman will lead the design of surveys, other data collection instruments, and the analysis of data, to evaluate how SDM is being used to enhance self-determination, and development of the project analyses, findings, and practical outcomes in terms of improved life-outcomes including increased employment, independence, community integration and safety.



**Mary Killeen, M.A.**, Senior Research Associate will commit an average of 5.7 calendar months or .48FTE in each project year. Ms. Killeen will develop and implement the qualitative data collection and analysis for project tasks (e.g., focus groups with Peers; focus groups with county implementors; focus groups with consumers; individual interviews).

**Associate Project Director** (“APD,” to be named) will commit 9 calendar months or .75FTE in each year of the project. The APD will contribute to the design of data collection tools, analysis of quantitative and qualitative data collected at a systems and individual level. The APD will aid in the development of interim and final evaluation reports that measure subcontractor outputs and outcomes as compared to agreed tasks and projected results. Reports will describe specific and practical learning and practical outcomes learned from qualitative and quantitative evaluation activities.

**Celestia Ohrazda, M.S., C.A.S.**, will commit an average of 2.7 calendar months or .23FTE in each of the project years. Ms. Ohrazda will lead the design online of accessible survey instruments and the systems for easy-to-read and accessible analysis of data collected over the contract period.

**Project Coordinator** (“PC,” to be named) will commit 12 calendar months or 1.0FTE in each of the project years to support the administrative needs of the project, including scheduling of participants for data collection activities (e.g., focus groups and interviews), coordinating project personnel activities and reporting, and scheduling project meetings.

**Fringe Benefits** are calculated as direct costs in accordance with Syracuse University’s indirect cost rate agreement (Department of Health and Human Services: 05/21/2021 rates: 17.1% for faculty during the summer; 28.1% for faculty during the academic year and full-time staff, 10.9% for graduate students; 8.4% for temporary wages). Actual rates in place during the time of the award will be charged.

**Indirect Costs** are generally calculated in accordance with Syracuse University’s federally negotiated indirect cost rate agreement (Department of Health and Human Services, effective 05/21/2021), which is currently 26% of modified total direct costs (MTDC) for other, off-campus activities.

**For this proposal, Syracuse University (BBI) is applying a reduced rate of 9% of modified total direct costs (MTDC) per the requirement.**

Total Personnel is budgeted at \$2,172,985 (Year 1 \$536,713, Year 2 \$544,645, Year 3 \$545,601, Year 4 \$546,026)

- B. **Contractual** costs are budgeted at estimated \$10,000 each year for a total of \$40,000 to engage Concepts Forward Consulting (or other designated consultant) to serve as a subject matter expert on knowledge of Orange County, other county, and state current and past experience with serving the target population(s) and county and state cross-agency and system integration to implement effectively PADs.
- C. **Other Costs** include travel, statistical software, peer and participant support costs, and related indirect costs. The total for other costs is \$87,015 (Year 1 \$28,287, Year 2 \$20,355, Year 3 \$19,399, Year 4 \$18,974).

Additionally, the resources available at BBI and Syracuse University provide substantive and process accessibility for this Project that exceed minimum standards (e.g., University Beyond Compliance Coordinating Committee provides direction and is composed of students, staff and faculty peers with disabilities who set the highest standards of accessibility to be met in physical facilities, digital presence, outreach, and communication. The University technology team is also available to augment BBI staff capacity to produce audio and video products and materials in alternate formats (e.g., Braille, large print, electronic, accessible PDF or Word, and audio). Instructional designers also are available to BBI who have advanced degrees and years of experience with implementing fully accessible distance education, data collection activities, and training and knowledge dissemination activities.

**D. Approved Budget: Budget Details**

ORANGE COUNTY – BBI – BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY						
EXPENDITURES						
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	TOTAL
1	Salaries	492,397	499,674	500,551	500,941	\$1,993,563
2	Direct Costs					
3	Indirect Costs	44,316	44,971	45,050	45,085	\$179,422
4	<b>Total Personnel Costs</b>	<b>536,713</b>	<b>544,645</b>	<b>545,601</b>	<b>546,026</b>	<b>\$2,172,985</b>
	<b>OPERATING COSTS*</b>					
5	Direct Costs					
7	<b>Total Operating Costs</b>					\$
	<b>NON-RECURRING COSTS</b>					
9						
	<b>CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)</b>					
11	Direct Costs	10,000	10,000	10,000	10,000	\$40,000
12	Indirect Costs					
13	<b>Total Consultant Costs</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>\$40,000</b>
	<b>OTHER EXPENDITURES (please explain in budget narrative)</b>					
14	Direct Costs	25,952	18,675	17,798	17,408	\$79,833
15	Indirect Costs	2,335	1,680	1,601	1,566	\$7,182
16	<b>Total Other Expenditures</b>	<b>28,287</b>	<b>20,355</b>	<b>19,399</b>	<b>18,974</b>	<b>87,015</b>
	<b>BUDGET TOTALS</b>					
	Personnel (total of line 1)	492,397	499,674	500,551	500,941	\$1,993,563
	Direct Costs (add lines 2, 5, and 11 from above)	10,000	10,000	10,000	10,000	\$40,000
	Indirect Costs (add lines 3, 6, and 12 from above)	44,316	44,971	45,050	45,085	\$179,422
	Other Expenditures (total of line 16)	28,287	20,355	19,399	18,974	87,015
	<b>TOTAL EVALUATION BUDGET</b>	<b>575,000</b>	<b>575,000</b>	<b>575,000</b>	<b>575,000</b>	<b>\$2,300,000</b>

**E. Payment Terms: Cost Reimbursement**

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in

connection with this project up to the amount of **\$2,300,000** (the "Project Cost") as established by the Statement of Work and Approved Budget in this **Exhibit A**. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for County prior approval.

Reimbursement shall be made by the County upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly, but must be submitted at least quarterly in accordance with the Approved Budget.

The County shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University  
Bursar's Office  
Attn: Director, Sponsored Accounting  
119 Bowne Hall  
Syracuse, NY 13244  
Email: [contacct@syr.edu](mailto:contacct@syr.edu)  
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.