

**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:
- 1.02 The Psychiatric Advance Directives Project (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 \$9,545,470.
- 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

Lesa 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.

-----*This section left blank intentionally*-----

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:

DocuSigned by:
By: Massoud Shamel _____
79055CA571A94FB...
Date: 2/4/2022 _____

Exhibit A

Statement of Work

Psychiatric Advanced Directives (PADs) Mental Health Services Act INNOvations Project Activities in Orange County, California

I. SCOPE OF WORK

- A. With assistance and approval from the Multi- County PADs approved Project Manager, BBI will engage multiple subcontracts on the County's behalf and provide oversight of Subcontractors' budgets and invoices including approved direct and indirect costs. The administrative staff of BBI (under the direction of Ms. Foote and in coordination with the Project Manager) will provide detailed first level of oversight for all financial transactions of the project. All related operational, legal, fiscal activities are coordinated with departments of SU Offices of Sponsored Programs and Sponsored Accounting, Human Resources, Payroll, Purchasing, Disbursements and Information Technology Services. These activities include:
- Review of Subcontracts with outside parties to ensure completeness, accuracy, and conformity with County policies and applicable California State and Federal regulations.
 - Review of Subcontracts to ensure alignment with the Approved MHSA PADs INNOvation project dated June 24, 2021.
 - Background vetting and checks of potential vendors.
 - Obtaining and issuing required tax forms.
 - Review of invoices for accuracy and compliance and within the scope of the project.
 - Ensure that payments to vendors made accurately and timely.
- B. BBI will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of this project. Peter Blanck, Ph.D, J.D. (Principal Investigator), and Jonathan Martinis, J.D., will lead this effort for BBI, along with other staff as needed.

II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS

A. Operating Costs

1. **Direct Operating Costs** include salary and fringe costs for personnel and related costs to accomplish the objectives as described above.

Peter Blanck, Ph.D., J.D., Principal Investigator will provide .7 summer months of effort and similar time as in-kind to the project during academic months in each of the four years of the project to direct oversight of all project activities.

Jonathan Martinis, J.D., Esq., will serve as Co-Project Director and subject matter expert in an advisory capacity, providing 1.2 calendar months of effort in each of the four years of the project.

Michael Morris, J.D., BBI Senior Advisor and Diana Foote, M.B.A., Director of Operations and Business Manager will provide 1.8 calendar months and .6 calendar months, respectively, in each year of the project. They will provide oversight to the Project Coordinator and coordinate with SU departments to ensure fiscal activities are in compliance with all applicable regulations, and all required forms are obtained and filed.

A Project Coordinator (TBD) will provide support to the project leads, preparing and maintaining detailed documents necessary for the financial transactions of the project, and maintain project scheduling and draft project related documents.

Other Direct Operating Costs include the project specific supplies, materials and software at an average of \$3,800 each year, and travel anticipated for project staff to attend project meetings with the County and Project Subcontractors budgeted at \$6,000 per year.

Direct Operating Costs are budgeted at \$192,300 in Year 1, \$194,071 in Year 2, \$191,044 in Year 3, and \$189,886 in Year 4 for a four-year total of \$767,301.

2. **Indirect Operating 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.

Indirect Costs are budgeted at \$28,557 in Year 1, \$17,466 in Year 2, \$17,194 in Year 3, and \$17,090 in Year 4 for a four-year total of \$80,307.

- B. **Subcontract Costs** include the direct and indirect costs for the following activities. The proposed Subcontractor for each activity is subject to change at the discretion of the County.

1. **Project Management** – the budget for case management and full project oversight is \$135,543 in Year 1, \$116,901 in Year 2, \$120,920 in Year 3, and \$111,898 in Year 4 for a four-year total of \$484,632. The currently proposed Project Manager Contractor is Concepts Forward Consulting.
2. **PAD Training** – the total budget for training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is \$96,544 in Year 1, \$51,402 in Year 2, \$24,383 in Year 3, and \$24,383 in Year 4 for a four-year total of \$196,712. The currently proposed PAD Training Contractor is Laurie Hallmark.
3. **Evaluation** – the evaluation activities are budgeted at \$40,666 in Year 1, \$116,202 in Year 2, \$136,121 in Year 3, and \$114,029 in Year 4 for a four-year total of \$407,018. The currently proposed Evaluation contractor is RAND Corporation.
4. **Media/Marketing** – contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at \$181,225 in Year 1, \$65,900

in Year 2, \$32,950 in Year 3, and \$49,425 in Year 4 for a four-year total of \$329,500. The currently proposed Media/Marketing contractor is Idea Engineering.

5. **Technology Platform** – contractor costs to develop a secure, private and accessible PADs technology platform are \$1,820,000 in all four years of the project for a total of \$7,280,000. The currently proposed Technology Platform contractor is Chorus.

Total costs for Contracts are \$2,273,978 in Year 1, \$2,170,405 in Year 2, \$2,133,744 in Year 3, and \$2,119,735 in Year 4 for a four-year total of \$8,697,862.

III. APPROVED BUDGET: BUDGET SUMMARY

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					
2.	Direct Costs					
3.	Indirect Costs					
4.	Total Personnel Costs					\$
	OPERATING COSTS					
5.	Direct Costs	192,300	194,071	191,044	189,886	\$767,301
6.	Indirect Costs	28,557	17,466	17,194	17,090	\$80,307
7.	Total Operating Costs	220,857	211,537	208,238	206,97	\$847,608
	NON-RECURRING COSTS (equipment, technology)					
8.	Equipment – laptop					
10.	Total non-recurring costs					\$
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)					
11.	Project Management	135,543	116,901	120,290	111,898	\$484,632
11.	PAD Trainer	96,544	51,402	24,383	24,383	\$196,712
11.	Evaluation	40,666	116,202	136,121	114,029	\$407,018
11.	Media/Marketing	181,225	65,900	32,950	49,425	\$329,500
11.	Technology Platform	1,820,000	1,820,000	1,820,000	1,820,000	\$7,280,000
13.	Total Consultant Costs	2,273,978	2,170,405	2,133,744	2,119,735	\$8,697,862
	OTHER EXPENDITURES (please explain in budget narrative)					
14.	Direct Costs					
15.	Indirect Costs					
16.	Total Other Expenditures					\$
	BUDGET TOTALS					
	Personnel (total of line 1)					

	Direct Costs (add lines 2, 5, and 11 from above)	2,466,278	2,364,476	2,324,788	2,309,621	\$9,465,163
	Indirect Costs (add lines 3, 6, and 12 from above)	28,557	17,466	17,194	17,090	\$80,307
	Non-recurring costs (total of line 10)					
	Other Expenditures (total of line 16)					
	TOTAL INNOVATION BUDGET	2,494,835	2,381,942	2,341,982	2,326,711	\$9,545,470

IV. 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 \$9,545,470 (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
 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.