REQUEST FOR PROPOSAL: Psychiatric Advance Directives (PADs)

Peer Voice- Education and Advocacy

Mental Health Services Act

Multi-County Psychiatric Advance Directives (PADs)

Innovations Project

Counties of
Contra Costa, Fresno, Mariposa, Monterey, Orange, Shasta, and Tri-City Behavioral Health

www.padsCA.org

(Release date: September 1, 2022)
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I. INTRODUCTION

The Mental Health Services Oversight and Accountability Commissions (MHSOAC), Strategic Plan 2020-2023 is the development and implementation of a collection of collaborative projects. These Projects are to advance the Mental Health Services Act (MHSA) priorities and illuminate how MHSA Innovations funds can transform service and lives. With support from the Governor and Legislature, MHSOAC launched several multi-county collaboratives, including the Innovations Incubator. One of the topics explored in the Innovation Incubator is that of Psychiatric Advanced Directives (PADs).

California Counties directly plan, administer, and implement public community mental health system services. (Note, two city-based programs also implement these systems; hereinafter, they will be included in the term “COUNTY” or “COUNTIES”). The seven COUNTIES identified as Contra Costa, Fresno, Mariposa, Monterey, Orange, Shasta, and Tri-City, received approval from the MHSOAC to expand the knowledge of PADs in a system-wide approach to introduce PADs to their counties and ultimately to the State of California. This project, known as the MHSA Multi-County PADs Innovations Project, will herein be known as the “PROJECT.”

The PROJECT seeks an experienced Contractor to work with Mental Health Clients/Consumers to enhance statewide PADs participation. Utilizing the Mental Health Client/Consumer voice and empowerment through advocacy, education, and outreach efforts this Contractor will ensure that Mental Health Client/Consumer have a significant role in the development and implementation of the PADs template, training videos, local and state level policies, and programs and access to quality services and supports.

Mental Health Client/Consumer includes any individual who has received or is currently receiving mental health services, anyone with a mental health diagnosis, or anyone who has experienced a mental or behavioral health crisis or disorder. Other terms sometimes used by members of this community include clients, consumers, peers, and/or survivors. For the purpose of this Response for Proposal (RFP), Mental Health Client/Consumer will be included in the term “PEER.” PEER representatives are uniquely positioned to bring new or difficult concepts to other PEERs as they may be speaking from shared experiences and not in the abstract. They are able to relate to and develop a stronger trust and bring a healthier perspective when discussing choices an individual may need to make. PEERs can assist providers with a better understanding of those individuals living with a mental illness and the types of interventions that may be ideal.

Some of the participating COUNTIES do not have active PEER stakeholder groups and would need a more hands-on role of a PEER organization Contractor. The idea of having PEERs trained to facilitate PADs, participate in legislation conversations, assist in creating a PADs template, training new local PAD teams, increase local PEER participation, and be the statewide voice of PEER for the PROJECT, led to the need to sustain PEER support throughout the entire project period.

Through this RFP, the successful Proposer will demonstrate that they have the personnel and organizational capacity to effectively carry out a contract of this scope and magnitude. The successful
Proposer will describe how they meet minimum and desired qualifications, including their breadth of experience working statewide with PEERs, with special emphasis on unserved, underserved, and hard-to-reach populations.

All agreements entered into will be on behalf of the COUNTIES under the fiscal intermediary Syracuse University. The COUNTIES-appointed Project Manager, currently known as Concepts Forward Consulting shall manage and coordinate Proposer activities on behalf of or in partnership with COUNTIES. The Proposer shall coordinate all of their own sub-contractor activities. Proposers are agreeing to work in unison with the COUNTIES and other subcontractors, for the overall benefit of participating COUNTIES, with the goal of statewide systemic change.

Proposers are encouraged to read the entire RFP carefully. The need to verify all documentation and responses before submitting Proposals cannot be overemphasized. Please note that no verbal information given will be binding upon the COUNTIES, Project Manager, or fiscal intermediary unless such notification is issued in writing as an official addendum. In the opinion of the appointed Project Manager, this RFP is complete and without the need of explanation. All questions must be submitted directly to CFC, subject: RFP, E-mail: ksahota@conceptsforward.com.

A. PURPOSE AND BRIEF OVERVIEW OF PROPOSED CONTRACT OPPORTUNITY

Through the MHSA, California has encouraged the transformation of its mental health system by supporting the need for and development of a partnership between state and local level planning and program implementation. The MHSA was designed to change not only the way people accessed mental health services and participated in policy planning but to change public perception and stigma associated with mental illness. Through the support of stakeholder advocacy efforts, MHSA funding encourages dialogue to address not just the local needs of a community and region but to align with state-level needs and priorities in a way that acknowledges and adheres to the diverse cultural values among California’s PEER.

This contract opportunity supports the goals of the MHSA and purposes to support the goal of system transformation through a thoughtful PEER engagement and participation in PADs creation and implementation that is client driven, culturally competent, and collaborative in design. The purpose of this effort by the COUNTIES is to enhance the autonomy and self-determination of PEER in California’s mental health system through the education, advocacy, and outreach efforts of PADs.

This procurement is being conducted under the authority of Welfare and Institutions Code Section 5897(a)(e), which exempts the COUNTIES from the Public Contract Code, the State Administrative Manual, and the Department of General Services approval.

B. KEY ACTIVITIES AND DATES

Key activities, including dates and times for this RFP, are presented below. An addendum will be released if the dates change for the asterisked (*) activities.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Action Date &amp; Time</th>
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<tbody>
<tr>
<td>RFP Release</td>
<td>September 1, 2022</td>
</tr>
<tr>
<td>Bidders’ Conference via Zoom</td>
<td>September 12, 2022</td>
</tr>
<tr>
<td>Deadline for Written Questions*</td>
<td>September 16, 2022</td>
</tr>
<tr>
<td>Distribute Questions/Answers and Addenda (if any) to contract proposal</td>
<td>September 21, 2022</td>
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<tr>
<td>Deadline to submit Proposals</td>
<td>September 30, 2022</td>
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<tr>
<td>Notice of Intent to Award</td>
<td>October 10, 2022</td>
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<tr>
<td>Proposer to enter a signed fiscal oversight contract with Syracuse University as fiscal intermediary no later than</td>
<td>October 31, 2022</td>
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<tr>
<td>Contract Start Date</td>
<td>November 1, 2022</td>
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C. BIDDERS’ CONFERENCE
The Bidders’ Conference will be held via Zoom on September 12, 2022, from 2:00 pm-3:30 pm Pacific Standard Time (PST) and will take place via Zoom. Participants can obtain the Zoom link by emailing Project Manager CFC at E-mail: ksahota@conceptsforward.com.

D. CONTRACT TERMS AND AVAILABLE FUNDING
The maximum funding allowed will be $400,000 in total for a period from November 1, 2022- June 30, 2025. It is essential the contract commences on November 1, 2022, and be fully complete, funding expended, with all submitted and approved invoices no later than one month after the end date of this contract, or July 31, 2025. All final deliverables should be scheduled for submission a minimum of two weeks prior to this date. Payment to the contract shall be based on satisfactory completion and delivery.

E. WRITTEN QUESTIONS AND RESPONSES TO QUESTIONS
*IMPORTANT NOTICE: Due to continued COVID-19 protocol, the PROJECT will not accept ANY hard copy submissions.

Only written questions submitted electronically during the RFP process will be addressed. Questions of clarification about the RFP must be directed to Concepts Forward Consulting. Inquires shall be written and communicated via E-mail to: ksahota@conceptsforward.com by 4:30 pm Pacific Standard Time (PST) on September 16, 2022. At its discretion, CFC reserves the right to contact a Proposer to seek clarification of any inquiry received. If a Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the Proposer submits a Proposal at his/her own risk. Any questions which, in the judgment of the CFC, materially alter the RFP requirements or provide clarity to the RFP requirements will be answered in writing. The questions and answers will be posted on the PADs PROJECT website www.padsCA.org. Responses to written questions will be provided via E-mail, and the responses will be posted on the PADs PROJECT website by 4:30 p.m. PST on September 21, 2022.

F. CONTACT INFORMATION
Kiran Sahota, President
II. BACKGROUND

A. PSYCHIATRIC ADVANCE DIRECTIVES

PADs are a form of Supportive Decision-Making (SDM), a decision-making methodology where people work with friends, family members, trusted Agents, and professionals who help them understand the situations and choices they face so they may make their own informed decisions and direct their lives. The process of developing a PAD, with support from, PEERS, county mental health professional, other professionals or persons of choice, can help individuals clarify their preferences for treatment so that they will receive appropriate support and care, especially during a mental health crises. When handled skillfully, a PAD is a powerful tool to increase a person’s quality of care within the mental health and justice-involved settings.

California turned the corner in June of 2021 and May of 2022 when COUNTIES banded together to move voluntary PADs to the forefront of conversation within California. Additional counties will be joining the PROJECT in future years. The PROJECT seeks to make PADs accessible to our PEERS, as well as first responders and hospitals in both Emergency Departments (EDs) and Inpatient Psychiatric Units (IPU). A significant aspect of the PROJECT is the creation of a cloud-based technology application. The technology application will operate in real-time, allowing PEERS to create, access, store, and share their PAD with their appointed advocate, loved ones, and providers. It will also create a shared system based on individual consent for healthcare providers and first responders across the state, giving them immediate access to a PEER’S PAD during a crisis and facilitating care coordination across agencies. A dynamic technology application with a single point of access and real-time capabilities does not currently exist and is the key innovative component of the multi-county effort.

Using PADs, current clients and non-engaged consumers will gain autonomy in decision-making toward their mental health care supports and services. This county-wide PROJECT will provide the groundwork for community collaboration, creating PADs Teams, a standardized PADs County "tool-kit," and evaluate the process and success in engaging clients and non-engaged PEERS.

B. ROLES AND RESPONSIBILITIES OF COUNTIES

The COUNTIES have identified the Innovations PROJECT goal as: “Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention.”

Oversight of the PROJECT is COUNTY led with input and recommendations solicited by assigned subcontractors. The COUNTIES individually, collaboratively, and through the assigned Project Manager will work collaboratively with the Contractor and provide access to the PEER communities and specifically identified priority populations within each county.
The approved PROJECT will seek to meet several unmet needs across the state. The COUNTIES will work towards the goals of:

- Provide standardized training to increase understanding of the existence and benefits of PADs to communities and stakeholders;
- 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;
- Utilize PEERs to facilitate the creation of PADs, so that shared lived experience and understanding will lead to more open dialogue, trust, and improved outcomes;
- Create a statewide PEER Contract to work within each of the PROJECT COUNTIES and lend a voice to local and state planning, legislation, advocacy, training, recommendations, and collaboration;
- Develop and implement a standardized training "tool-box" to enable PAD education, policy, and practice fidelity from county to county;
- Utilize a technology application for easy access to training, materials, creation, storage, and review of PADs; and
- Create a PROJECT website to showcase PROJECT deliverable success and challenges along the course of the PROJECT.

III. PROPOSER QUALIFICATIONS

Proposer’s Federal Employer Identification Number (FEIN) and evidence that Proposer is registered with the California Secretary of State (SOS) to do business in California is required. The Proposer shall submit a copy of its current active status with the SOS Business Certification program (see ATTACHMENT 3). Additionally, the Proposer must meet the Minimum Qualifications (see ATTACHMENT 4) and provide up to a two-page narrative as to whether or not it meets the Desired Qualifications (see ATTACHMENT 5), and a second, up to a two-page narrative for the organization description (see ATTACHMENT 6).

A. MINIMUM QUALIFICATIONS

Each of the minimum qualifications below must be met by the Proposer’s team/organization.

- Be an established statewide PEER-run organization with a board of directors and include staff comprised of more than 51 percent PEERs.
- Demonstrate evidence of capacity to provide county-level and state-level participation.
- Have evidence of capacity to engage California’s PEER communities that reflect California’s diverse population.
- Evidence of established collaborative partnerships within contracts, counties, and communities served.
- Demonstrate the ability to pay PEER staff competitive wages throughout the contract terms.

B. DESIRED QUALIFICATIONS

The Proposer shall include a Desired Qualifications narrative to describe how the Proposer’s team/organization meets the listed criteria/qualifications listed below.

1. Have comparable experience in advocacy, outreach, education, and training activities related to the mental health needs of a PEER.
2. Have experience that demonstrates the capability to manage a project of similar duration and funding.
3. Have experience in designing culturally competent approaches to engagement, outreach, training, consulting, and technical assistance, targeting PEERs.
4. Obtain staff throughout the state to work within the counties of need.
5. Have experience working within state-level legislative advocacy.
6. Have the ability to work in a hybrid working environment both remotely and in person, utilizing technology, such as Zoom or Teams, microphones, and video cameras.
7. Be able to demonstrate the soundness of the organization’s fiscal processes in budgeting, subcontracting, and payroll management.

C. ORGANIZATION DESCRIPTION
The Proposer shall provide a narrative overview of its organization’s history, how it has served the PEER community and a brief description of the staff who will be assigned to this contract in no more than two pages. Additionally, the Proposer will provide resumes for all identified staff and an organization chart that clearly identifies roles and responsibilities of all staff assigned to this contract. The staff resumes and organization chart does not count towards the two-page limit.

IV. SCOPE OF WORK
This contract issued to one entity under one contract is to support and ensure the meaningful statewide participation of PEER stakeholder voice in project planning and policy considerations of PADs. The Contractor will provide the PEER voice through advocacy, county PEER support, sharing of information, stakeholder participation, education, training, and outreach activities; to support a systems-wide change and to increase participation and knowledge of PADs. In addition, the Contractor will represent the voice of county’s that do not have an active PEER voice and encourage the PEER voice within the COUNTIES of contract. More than one entity may collaborate for the purpose of this Contract. The collaborating entities will determine which one entity will submit the Proposal. The Scope of Work must outline the responsibilities of all entities involved. Only one Contract will be issued to the primary Proposer. The primary Proposer will be responsible for all deliverables and ensure any collaborating entities are providing the necessary services and documentation.

Responses to the Scope of Work (SOW) must clearly articulate how the proposed approach supports the voice of PEER in active participation in the creation of the PADs “Tool-kit” and PADs technology application, as well as county-specific deliverables, collaboration with COUNTIES, additional subcontractors, and statewide advocacy. Proposed approaches should provide responsibilities, tasks, and deliverables that equally target local-level services, which may include county governments and other key stakeholders at the local level, and state-level services, which may include state legislature, executive branch, and other key stakeholders at the state level.
A. CONTRACTOR RESPONSIBILITIES

Proposer is to provide up to a seven-page narrative detailing how the Proposer plans to complete each responsibility, what staff will conduct the work, and describe what deliverables the COUNTY will receive in association with each responsibility cited. The narrative must include details on reporting, collaboration, and all project deliverables as stated below (see ATTACHMENT 7).

Reporting

The Contractor shall meet monthly, quarterly, or otherwise as specified with the Project Manager or at the direction of the COUNTIES to review and discuss contract performance and activities. Meetings will provide an opportunity for the Contractor to highlight successful programs and activities and identify challenges and lessons learned. Ongoing assessment will help ensure that Contracts are on pace to achieve the objectives and outcomes proposed in the scope of work.

In addition to periodic meetings, the Contractor will submit quarterly reports detailing planned and underway activities and report-outs on completed activities. Reports should include a narrative regarding the impact of the activities as well as notable achievements, challenges, and lessons learned.

The Contractor will report the information to the Project Manager, including but not limited to:

- The location and description of all activities and events, including goals and objectives;
- The number of people attending each stakeholder meeting;
- Collaboration and/or PADs workgroup meetings;
- Evidence of success or lessons learned from each meeting;
- Provide an annual written update of the Workplan and deliverables;
- Maintain ongoing interaction with the COUNTIES and Project Manager;
- Participate in briefing calls with the Project Manager to discuss PROJECT progress and the status of Deliverables;
- Provide periodic updates and presentations to the COUNTIES or other groups as determined;
- Present the final results/conclusions of this work to the COUNTIES and other groups as determined; and
- Provide a final report to be included in the final PROJECT report.

Collaboration

Collaboration between Contractor and COUNTIES is paramount in the success of the PADs PROJECT. The Contractor shall attend periodic in-person, remote, or hybrid collaboration meetings with other Subcontractors to be held at a time and place as determined by the COUNTIES and/or the Project Manager. These meetings will bring together all PROJECT Contractors to report on current activities, discuss upcoming projects and plans, workgroups to identify next steps, and identify areas for potential collaboration, project meetings may be hybrid or via Zoom. There are currently two in-person meetings annually. The Contractor must plan to send a minimum of two people (including the appointed Project Lead) to these meetings. Contractor may travel to COUNTIES for in-person meetings as appropriate for
the Proposers work plan or COUNTY collaborative request. The Contractor shall include funds in the budget for travel to these and other gatherings.

B. PROPOSER-DEFINED DELIVERABLES
A detailed description of the deliverables will ensure the Proposer’s understanding of and ability to meet the COUNTIES’ needs as specified in this solicitation. Each Proposer is expected to provide their perspective on how they would uniquely fulfill the requirements of the deliverable.

The narrative for each Proposer-Defined Deliverable shall include, at the very least, the following:

- A high-level summary of the goal that the deliverable will accomplish;
- A proposed approach that effectively supports the voice of PEER in the provision of PADs;
- A detailed description of the approach to completing the deliverable;

Please note the following regarding the submission of all Deliverables:

- All Deliverables shall be readable by a broad audience of COUNTY stakeholders, including and ranging from evaluation experts in the mental health field to the general public;
- All Deliverables from the Proposer shall be presented in an electronic format (to be agreed upon prior to start of work) that is easily posted on the PROJECT website; and
- A complete draft of all Deliverables shall be submitted to the Project Manager a minimum of two weeks prior to the final Deliverable due dates to allow The Project Manager time to review and provide feedback that shall then be considered for incorporation into the final Deliverables by the Contractor prior to final submission.

Deliverable 1: Outreach, Information, and Education
Projected due date: Throughout the Contract period.
All training and information will revolve around the education of a PAD. This outreach will specifically address the needs of the PROJECT and include language such as “self-advocacy”, “voluntary,” “PEER voice,” “crisis de-escalation,” “self-determination,” “technology”, and “collaboration.” Informational sessions surrounding PADs should increase the access to create a PAD and increase awareness of PADs among county-specific stakeholders, such as first responders, hospital EDs, and family members, friends, trusted adult (also known as Agent), and crisis management teams.

Proposals shall include an outreach and educational plan designed to educate communities and stakeholders in collaboration with the PROJECT COUNTIES and assigned subcontractors. Training and education should reduce misinformation surrounding PADs and encourage PEER voice and choice. Proposals should describe how training and education activities will be culturally sensitive, age-appropriate, and targeted to the specific PROJECT-identified priority population.

Deliverable 2: Support PEER Voice
Projected due date: Throughout the Contract period.
COUNTIES do not all have equal PEER programs or advocacy groups. Throughout the PROJECT, counties will utilize the Contractor’s vast and diverse PEER voice. PEERS may be invited to participate in local stakeholders’ meetings to be the “voice” of PEERS. The Contractor will identify county gaps in PEER services, identify ways to bridge those gaps with county-specific PEER voice, and, while working in tandem with the COUNTY, provide recommendations to the COUNTY. Proposals shall include a plan of action to engage the COUNTY and stakeholders to determine the best course of action for specific county PEER voice needs, and work with additional subcontractors to provide evaluation of the process to engage PEERs.

Proposals may include strategies designed for:

- As needed, the creation of a PEER advocacy group within the COUNTIES;
- Collaboration of PEER advocacy among COUNTIES;
- Work with local stakeholders to be the “voice” of PEERS in meetings;
- Work with current COUNTIES’ PEER organization or specific PEER contracted services;
- Provide time-limited PEER support to COUNTIES lacking the PEER “voice”; and
- Creating collaborations (i.e. first responders, healthcare providers, stakeholders) within the COUNTIES to support PADs as specified by the COUNTIES.

Deliverable 3: Assist in the Design of the PROJECT “Tool-box” and Technology Application Build

Projected due date for Template: 90 days from the start of Contract.

The PROJECT has several elements of design to accomplish its approved goals. The “Tool-box” encompasses the PADs template, informational videos, PADs facilitation video, informational handouts, and may address up to nine different threshold languages, including Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish and Vietnamese.

There are several identified and utilized PAD templates throughout California and the United States. This PROJECT chooses to utilize known PADs templates and utilize PEER voice, first responders, trusted Agents, hospital EDs, and other critical stakeholders, to create a standard template. The goal is to achieve a standardized template to upload into the technology application for ease of use. The Contractor will be responsible to collaborate with COUNTIES and subcontractors, to organize the PEER voice in the creation of the standardized template. And work with assigned subcontractor to provide evaluation of the process to create the “tool-box” with PEERs.

In addition to the template, there will be informational videos on PADs to target knowledge, training, and frequently asked questions (FAQs). For each of these components, the Contractor will provide the “voice” of the PEER in the creation of each of these steps. The Contractor will be responsible for working with the assigned PROJECT COUNTIES and assigned subcontractors to complete the FAQ’s and videos.

Projected due date for FAQs: 60 days from the start of the Contract.
Projected due date for Videos: six to nine months from the Contract’s start.

And, finally, one of the most significant aspects of the PROJECT is that of Technology. The use of PADs has not been widespread throughout the United States or California. The PROJECT looks to change the use of
PADs by providing not only a home for the “Tool-box” but an interactive site to upload PADs and provide a legal application that provides individual consent. To accomplish this task, the “voice” of PEERS is most important. It is also the expectation to involve first responders, hospital EDs, and Crisis Teams to determine what would be the most vital information to receive in a crisis to provide resources, de-escalation techniques, listen to the voice of the encountered individual in a mental health crisis and thus reduce hospitalization, incarceration, and homelessness. The Contractor will be responsible for organizing the PEER “voice” in the creation and testing of the Technology. The Contractor will be responsible for working with the assigned PROJECT subcontractor to complete the Technology creation and testing, and work with additional subcontractors to provide evaluation of the process to create the technology portal, with PEERs. In addition, the Contractor will implement work groups with PEERs to identify the best course of action to determine when an individual has a PAD; in addition to a trusted Agent, examples could be; a wristband, QR Code, or a token.

Projected due date for Technology engagement: Ongoing from the start of the Contract through Contract completion.

Proposals may include strategies designed to:

▪ Create and attend stakeholder meetings, both in person, hybrid, or remotely;
▪ Actively participate in the creation of each step of the “tool-box” build;
▪ Incorporation of the focus groups and surveys for purposes of evaluation;
▪ Collaboration with COUNTIES and other PROJECT assigned subcontractors;
▪ Involvement of PEERs both through the contract and COUNTY PEERs;
▪ Engage stakeholders such as First responders, hospital ED, crisis teams, family members and trusted Agents.
▪ Fully engage in designing, building, and testing the Technology Application, utilizing direct PEER “voice”, working collaboratively with the COUNTIES, county assigned subcontractors and the Project Manager.
▪ Engage PEERs from the nine threshold languages.

Deliverable 4: Train-the-Trainer
The PROJECT aims to provide information and training on PADs for PEERs, Counties, and stakeholders. PADs should be able to move freely throughout a county and translate to other counties and even states upon the completion of the PROJECT. To accomplish this goal, County PADs facilitators must be trained to accomplish the completion of a PAD on their own. PADs facilitators can include a variety of individuals as determined by the COUNTIES; though a preference for PEER-to-PEER PADs facilitation may be preferred, there are occasions when clinicians, legal-aid, homeless shelters, nurses, social workers, probation, or other identified supporter will be the individual(s) facilitating the completion of the PAD. The PROJECT does not dictate who the COUNTIES will utilize as the PADs facilitator or PADs Team.

Projected due date for PADs Train the Trainer Facilitators: Within fiscal Year two, July 1- December 30, 2023.

Successful Proposals will address the unique differences between the various facilitators and may include strategies designed to:
▪ Become training experts for PADs facilitation;
▪ Assist in defining the PEER role;
▪ Work in tandem with COUNTY staff, encourage and recommend appropriate facilitators;
▪ Support the COUNTY choice of chosen facilitators and provide a training plan for the facilitators;
▪ Work in collaboration with any PROJECT subcontractor to provide best practices to training material through the lens of specific live experience expertise; and
▪ Provide staff to assist COUNTIES in succeeding in the training and roll-out of PADs facilitation teams.

**Deliverable 5: ADVOCACY**
Advocacy is key to raising awareness of PADs through the Counties and the State of California. The PROJECT seeks to enlist legislative changes in electronic signature and consent, required utilization of PADs by first Responders and hospital EDs, and the recognition of PADs as a legal document to support the PEER voice when they may be in a crisis and unable to adequately advocate for themselves.

Proposals shall include the Contractor’s experience with local and statewide advocacy, a description of the event(s), and the outcome(s). The Contractor shall have a proven track record of positive relationships with local and/or statewide governmental advocacy or legislative bodies. Successful Proposals will address and define the unique advocacy needs and challenges of creating a state-side voice for PADs and the self-determination needs of PEER, as well as clearly demonstrate how proposed activities are designed to meet those needs.

**Projected due date for Legislative Advocacy:** Fiscal Years two and three.

Proposals may include strategies designed to:
▪ Enhance the collaboration with local first responders, hospital ED/IPU, and crisis support teams;
▪ Identify local or state legislators of support;
▪ Assist in drafting language to move forward legislative change to enforce the use of PADs statewide;
▪ Present in-person at state legislative hearings around PADs;
▪ Serve as subject matter experts to local and state level decision makers, focusing on the PROJECT and direction of COUNTIES’ specific PROJECT goals; and
▪ Encourage PEER participation at the local level to support the use of PADs within the COUNTIES.

**Deliverable 6: Progress Reports**
The Proposer will recommend specific data or related metrics to effectively track and monitor all relevant efforts in the Contractor Responsibilities and the Proposer-Defined Deliverables. The Contractor will be required to collect and report data or related metrics pertaining to the Scope of Work. The Contractor will be required to submit quarterly, annual, and a final culminating PROJECT report that shall cover planned and underway activities and report-outs on completed activities.

**Deliverable 7: Fiscal Intermediary**
COUNTIES have contracted with Syracuse University as the fiscal intermediary for the PROJECT. All billing, invoicing, and funding shall be conducted through Syracuse University, known herein as the UNIVERSITY.
The Contractor shall engage immediately with the UNIVERSITY and complete all contracting requirements before November 1, 2022, the start date of the contract.

**Deliverable 8: Unanticipated Tasks**

The Proposer shall anticipate and include up to five percent (5%) of the contract value for unanticipated tasks. Unanticipated tasks may be assigned if both parties agree to additional work which was wholly unanticipated and not identified in the PROJECT’s solicitation document or the Contractor’s bid submitted in response; therefore, is necessary to the successful accomplishment of the general scope of work.

**V. WORKPLAN**

The Proposer is responsible for developing a detailed Workplan to describe the specific tasks it will undertake to complete the entirety of the Contract. This includes but is not limited to:

- Administrative duties;
- Contractor Responsibilities;
- Proposer-Defined Deliverables; and
- All other work and responsibilities involved in the Contract.

The Workplan must be well-organized, detailed, and comprehensive, describing the tasks that will lead to completing all work in the Contract, including timelines and due dates. Moreover, the Workplan must identify the team member(s) responsible for each activity and any associated needs from or impacts on COUNTIES’ staff and/or other assigned subcontractors. The tasks should be sufficiently detailed to articulate the proposed process, with no additional information required. (See ATTACHMENT 8 for further instructions). Please limit Workplan submission to no more than three pages. If there is more than one entity collaborating for the purpose of this Contract, the Workplan must represent the division of workflow for all proposed entities. The primary Proposer will submit one Workplan that outlines all activities.

**VI. LETTERS OF SUPPORT AND REFERENCES**

The Proposer shall provide three (3) letters of support, one from the PEER community and two from organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. The letters of support submitted must provide insight into the Proposer’s experience and commitment to working with the target population in California. (See ATTACHMENT 9 for additional instructions). And three (3) references will be provided to be contacted by the Project Manager. The Project Manager will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond promptly. (See ATTACHMENT 10 for additional instructions).

**VII. BUDGET**

The Proposer will submit an appropriate budget to fulfill the requirements of this Contract. The Contract review panel will evaluate the budget to judge the cost/value effectiveness and adequacy of the proposed work. It is important to identify PEER specific wages for activities to be accomplished. (see
ATTACHMENT 11 for sample budget sheet). If there is more than one entity collaborating for the purpose of this Contract, the budget must represent the funding to all proposed entities. The primary Proposer will submit one budget that outlines all funding expenses.

VIII. PROPOSAL SUBMISSION INSTRUCTIONS

All Proposals must be submitted on or before 4:30 p.m. (PST), September 30, 2022. No late Proposals will be accepted after this time or date, with no exceptions. Please plan accordingly.

This section contains the format requirements and instructions for submitting a Proposal. The format is prescribed to assist the Proposer in meeting contract submission requirements and to enable the COUNTIES to evaluate each Proposal uniformly and fairly. Proposers must follow all Proposal format instructions, answer all questions, and supply all required documents.

A. REQUIRED DOCUMENTS

Proposals shall include responses to the Proposer Qualifications (Section III), Scope of Work (Section IV), Workplan (Section V), and Letters of Support and References (Section VI) and all required documents. The Proposer must provide ATTACHMENTS 1-11 within the Proposal. All other attachments are not required submittals but are reference materials.

An individual who is authorized to bind the proposing firm contractually shall sign ATTACHMENT 2: Proposal/Prosper Certification Sheet. The original signature must indicate the title or position the individual holds in the firm. An unsigned Proposal may be rejected. This signature may be satisfied as a scanned signature in color scanned blue ink or an approved signature application such as DocuSign.

B. REQUIRED FORMAT

All Proposals submitted under this proposed contract must be computer typewritten using 11-point Arial or Calibri font. Margins shall be at least one inch on 8 ½ x 11 paper format size. Proposals must all be in PDF format, please group as one document in numerical order of required Attachments. Proposals shall be condensed into a “Zip File” and submitted electronically to the Project Manager E-mail: ksahota@conceptsforward.com. When submitting, please request a “read receipt” before sending the file through E-mail.

Proposals must comply with all proposed contract requirements. Before submitting a response to this proposed contract, Proposers should review the Proposal, correct all errors, and confirm compliance with all requirements. Not complying with all of the requirements is cause for a Proposal to be rejected.

IX. REVIEW OF APPLICATIONS

The Project Manager will receive all applications and review them for completeness and adherence to the RFP rules stated in this document. Following the initial review, all qualified applications will be reviewed and scored by a review panel. The evaluation panel will conduct a fair and impartial evaluation of proposals received in response to this RFP.
X. AWARD PROCEDURES
An award, if made, will be given to the highest scoring Proposal. A maximum of one (1) award may be made. If there are two or more Proposals with the same total score, the tie will be broken by a coin toss administered by the Project Manager via a Zoom video meeting with the COUNTIES’ Proposal review panel.

XI. ADMINISTRATION
A. COST OF DEVELOPING PROPOSAL
The Proposer is responsible for the cost of developing a Proposal, and this cost cannot be charged to the PROJECT, COUNTIES or any subcontractor associated with the PROJECT.

B. CANCELLATION AND AMENDMENTS
If it is in the PROJECT’s best interest, the COUNTIES reserve the right to do any of the following:

- Cancel this PROPOSED CONTRACT;
- Amend this PROPOSED CONTRACT as needed; or
- Reject any or all Proposals received in response to this PROPOSED CONTRACT.

If the PROPOSED CONTRACT is amended, the Project Manager will send an addendum to all parties who requested the RFP and will post it on the PROJECT’s website at www.padsCA.org.

C. ERRORS
If a Proposer discovers any ambiguity, conflict, omission, or other error in the PROPOSED CONTRACT, the Proposer shall immediately notify the Project Manager of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the PROPOSED CONTRACT without divulging the source of the request for clarification. If a Proposer fails to report a known or suspected problem with this PROPOSED CONTRACT or fails to seek clarification and/or correction of the PROPOSED CONTRACT, the Proposer submits a Proposal at his/her own risk.

D. MODIFYING OR WITHDRAWING OF PROPOSAL
A Proposer may, by E-mail with a request for “read receipt,” submit a notification to the Project Manager to withdraw or modify a submitted Proposal before the deadline to submit Proposals. Proposals cannot be changed after the deadline to submit.

E. DISPOSITION OF PROPOSALS
Upon Proposal opening, all documents submitted in response to this PROPOSED CONTRACT will become the property of the PROJECT.
F. PROTEST PROCEDURES
This RFP is solicited in accordance with the Welfare and Institutions Code Section 5897(a)(e), which exempts the COUNTIES from the Public Contract Code and the State Administrative Manual, and the Department of General Services approval. An intent to Protest letter from a Proposer must be received by E-mail at ksahota@conceptsforward.com; when sending, please request a “read receipt” no later than five (5) working days from the Notice of Intent to Award or October 15, 2022.

The Letter of Protest must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted that would have led to the Proposer receiving the Contract. The Letter of Protest may not provide additional information not included in the original Proposal. The Project Manager, in collaboration with the COUNTIES, will render a decision on the Letter of Protest, and the decision will be considered final. The decision will be sent to the Proposer via email.

G. AGREEMENT EXECUTION AND PERFORMANCE
Performance shall start on the date set by this PROPOSED CONTRACT and is not considered “under contract” until the Contractor has signed a Standard Agreement with the fiscal intermediary UNIVERSITY. Should the Contractor fail to commence work at the agreed upon time, upon five (5) days of written notice to the Contractor, the Project Manager, in collaboration with the COUNTIES, reserve the right to terminate the agreement. All performance under the contract shall be completed on or before the agreement’s termination date. (see sample Standard Agreement ATTACHMENT 12)

H. ATTACHMENTS
Attachments 1-11 are required to be included with the Proposal.

Attachment 1: Required Attachment Checklist
Attachment 2: Proposal/Proposer Certification Sheet
Attachment 3: Secretary of State Registration
Attachment 4: Minimum Qualifications
Attachment 5: Desired Qualifications
Attachment 6: Organization Description
Attachment 7: Scope of Work Description
Attachment 8: Workplan Template
Attachment 9: Letters of Support (3)
Attachment 10: References (3)
Attachment 11: Sample Budget Proposal Sheet
Attachment 12: Sample UNIVERSITY Standard Agreement
ATTACHMENT 1: Required Attachments Checklist

A responsive Proposal shall consist of all the required items identified below. Complete this checklist by marking the box with an “X” for each item you submit with the RFP.

<table>
<thead>
<tr>
<th>Form</th>
<th>Form Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Attachment 1</td>
<td>Required Attachments Checklist</td>
</tr>
<tr>
<td>☐ Attachment 2</td>
<td>Proposal/Proposer Certification Sheet</td>
</tr>
<tr>
<td>☐ Attachment 3</td>
<td>Secretary of State Registration</td>
</tr>
<tr>
<td>☐ Attachment 4</td>
<td>Minimum Qualifications</td>
</tr>
<tr>
<td>☐ Attachment 5</td>
<td>Desired Qualifications</td>
</tr>
<tr>
<td>☐ Attachment 6</td>
<td>Organization Description</td>
</tr>
<tr>
<td>☐ Attachment 7</td>
<td>Scope of Work Description</td>
</tr>
<tr>
<td>☐ Attachment 8</td>
<td>Workplan Template</td>
</tr>
<tr>
<td>☐ Attachment 9</td>
<td>Letters of Support</td>
</tr>
<tr>
<td>☐ Attachment 10</td>
<td>References</td>
</tr>
<tr>
<td>☐ Attachment 11</td>
<td>Sample Budget Work Sheet</td>
</tr>
<tr>
<td>☐ Attachment 12</td>
<td>Sample University Standard Agreement</td>
</tr>
</tbody>
</table>
ATTACHMENT 2: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and submitted along with all the "required attachments" as an entire PDF package with original scanned signatures or approved electronic signatures by a representative authorized to bind the organization.

Place all required attachments with this certification sheet when submitting the proposal. All proposals will only be accepted via email submitted to ksahota@conceptsforward.com.

The signature affixed hereon and dated certifies compliance with all the requirements of this Proposal document. An Unsigned Proposal Certification May Be Cause for Rejection.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Telephone Number</th>
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</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Address</th>
<th>Email Address</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
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</tbody>
</table>
ATTACHMENT 3: Secretary of the State Registration

Proposer must provide evidence of registration with the Secretary of the State to do business in California. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.
**ATTACHMENT 4: Minimum Qualifications**

I, ________________________, certify that ________________________ fulfills the following minimum qualifications and have attached documentation to verify each qualification:

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Yes/No</th>
<th>Documentation Provided:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Be an established statewide non-profit PEER-run organization with a board of directors and staff comprised of more than 51% PEERs or for-profit with more than 51% PEER employees and PEER management staff.</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>Demonstrate evidence of capacity to provide statewide, county-level, and state-level participation.</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>Have evidence of capacity to engage California’s PEER communities that reflect California’s diverse population.</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>Evidence of established collaborative partnerships within contracts, counties, and communities served.</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>Demonstrate the ability to pay PEER staff competitive wages throughout the contract terms.</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
</tbody>
</table>

Signed: ___________________________________________ Date: ________________
ATTACHMENT 5: Desired Qualifications

The Proposer shall provide up to a two-page (2) narrative to describe its qualifications to provide services under this contract. This narrative should clearly explain how the Proposer meets Desired Qualifications 1 – 6. If a team is proposed, indicate which individual on the team has the required experience.

1. Have comparable experience in advocacy, outreach, education, and training activities related to the mental health needs of PEERs.
2. Have experience that demonstrates the capability to manage a project of similar duration and funding.
3. Have experience in designing culturally competent approaches to engagement, outreach, training, and technical assistance targeting PEERs.
4. Obtain staff throughout the state to work within the contracted counties of need.
5. Have experience working within state-level legislative advocacy.
6. Have the ability to work in a hybrid working environment both remotely and in person, utilizing technology, such as Zoom or Teams, microphones, and video cameras.

For Desired Qualification 7, no narrative is required. Please complete the following self-certification:

I, __________________________, certify that __________________________ fulfills the following desired qualification:

7. Be able to demonstrate the soundness of the organization’s fiscal processes in budgeting, subcontracting, and payroll management.

Signed: ___________________________ Date: ___________________
ATTACHMENT 6: Organization Description

The Proposer shall provide up to a two-page (2) narrative overview of its organization’s history, how it has served California’s PEER communities and a brief description of the staff who will be assigned to this contract in no more than two pages. Additionally, the Proposer will provide resumes for all identified staff as well as an organizational chart that identifies the roles and responsibilities of all staff who will be assigned to this contract. Staff resumes, and organization chart do not count toward the two-page limit. If the Proposer does not have hired staff, please provide the job description(s) used to hire the outstanding positions.
ATTACHMENT 7: Scope of Work and Proposed Defined Deliverables

The Proposer shall provide up to a seven-page (7) narrative that clearly articulates how the Proposer will address each of the Proposed Defined Deliverables. The narrative will include but is not limited to, proposed approaches, responsibilities, tasks, reporting, collaboration, engagement, evaluation, and interactions with the PROJECT COUNTIES, subcontractors, and PEERs.
**ATTACHMENT 8: Workplan or Timeline**

In providing a Workplan or Timeline, the Proposer shall detail each Task/Activity to be provided under each deliverable as shown in the sample timeline below. Tasks/Activities shall be numbered in the first column and described in the second. Estimate staff hours for each Task/Activity for each month for the duration of the Contract. Please limit to no more than three pages.

**Sample Workplan**

<table>
<thead>
<tr>
<th>Deliverable #</th>
<th>Task/Activity</th>
<th>Total Staff Time</th>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
ATTACHMENT 9: Letters of Support

The Proposer shall provide three (3) letters of support, one from the PEER community and two from organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. The letters submitted must provide insight into the Proposer’s experience and commitment to working with the PEER population in California and understanding of California’s County Mental Health system. Each letter should detail the author’s experience with the Proposer, the impact the Proposer’s work had, and specific examples of the Proposer’s approach to working effectively with the target population.

The letters must also contain the letters author’s Individual Name/Organization, Business Address, Contact Person, Phone number, E-mail Address, and Relationship with the Proposer.

The Project Manager reserves the right to contact the letter authors for validation purposes.

If three letters cannot be provided, please explain why:
ATTACHMENT 10: References

Please provide three references of organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. The Project Manager will contact the provided references. The Project Manager will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond promptly.

Please type or print a list of the three references for which you have performed services. A negative reference check may result in rejection at the sole discretion of the RFP Review Panel.

<table>
<thead>
<tr>
<th>REFERENCE 1</th>
<th></th>
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<tbody>
<tr>
<td>Name of Firm</td>
<td></td>
</tr>
<tr>
<td>Street address</td>
<td>City</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Phone</td>
</tr>
<tr>
<td>Dates of service</td>
<td>Value or cost of service</td>
</tr>
<tr>
<td>Brief description of service provided</td>
<td></td>
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</tbody>
</table>

<table>
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<tr>
<th>REFERENCE 2</th>
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<tbody>
<tr>
<td>Name of Firm</td>
<td></td>
</tr>
<tr>
<td>Street address</td>
<td>City</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Phone</td>
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<tr>
<td>Dates of service</td>
<td>Value or cost of service</td>
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<tr>
<td>Brief description of service provided</td>
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</table>
### REFERENCE 3

**Name of Firm**

<table>
<thead>
<tr>
<th>Street address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<table>
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<tr>
<th>Contact Person</th>
<th>Phone</th>
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<table>
<thead>
<tr>
<th>Dates of service</th>
<th>Value or cost of service</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>

**Brief description of service provided**

---

**If three references cannot be provided, please explain why:**
## ATTACHMENT 11: Sample Budget Worksheet

### BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>FY xx/xx</th>
<th>FY xx/xx</th>
<th>FY xx/xx</th>
<th>FY xx/xx</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL COSTS</strong> (salaries, wages, benefits)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Total Personnel Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

| OPERATING COSTS*              |          |          |          |          |       |
| 5. Direct Costs               |          |          |          |          |       |
| 6. Indirect Costs             |          |          |          |          |       |
| 7. Total Operating Costs      |          |          |          |          | $     |

| NON-RECURRING COSTS (equipment, technology) |          |          |          |          |       |
| 8.                                           |          |          |          |          |       |
| 9.                                           |          |          |          |          |       |
| 10. Total non-recurring costs            |          |          |          |          | $     |

| CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation) |          |          |          |          |       |
| 11. Direct Costs                  |          |          |          |          |       |
| 12. Indirect Costs                |          |          |          |          |       |
| 13. Total Consultant Costs        |          |          |          |          | $     |

| OTHER EXPENDITURES (please explain in budget narrative) |          |          |          |          |       |
| 14.                                                        |          |          |          |          |       |
| 15.                                                        |          |          |          |          |       |
| 16. Total Other Expenditures         |          |          |          |          | $     |

### BUDGET TOTALS

| Personnel (total of line 1)          |          |          |          |          | $     |
| Direct Costs (add lines 2, 5, and 11 from above) |          |          |          |          | $     |
| Indirect Costs (add lines 3, 6, and 12 from above) |          |          |          |          | $     |
| Non-recurring costs (total of line 10) |          |          |          |          | $     |
| Other Expenditures (total of line 16)  |          |          |          |          | $     |
| TOTAL BUDGET                           |          |          |          |          | $     |
This Subaward Agreement (the “Agreement”) is entered into between Syracuse University (“SU”), a private institution of higher education with an office at 211 Lyman Hall, Syracuse, New York 13244-1200, and __________ (“Subrecipient”), a ______________ with offices located at ______________. SU and Subrecipient being collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS multiple counties in the State of California, (“Sponsors”) as part of a multi-county collaborative mental health services act innovation project in the State of California, have awarded SU county specific service awards, (“Prime Agreements”), to conduct a service project entitled “Psychiatric Advance Directives Project (PADS)”. The sponsoring counties are as follows:

<table>
<thead>
<tr>
<th>County</th>
<th>Award Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Orange</td>
<td>21708-06203</td>
</tr>
<tr>
<td>Mariposa County</td>
<td>21708-06099</td>
</tr>
<tr>
<td>Monterey County</td>
<td>21708-06163</td>
</tr>
<tr>
<td>Shasta County</td>
<td>21708-06182</td>
</tr>
<tr>
<td>Fresno County</td>
<td>21708-06232</td>
</tr>
<tr>
<td>Tri-City Mental Health</td>
<td>21708-TBD</td>
</tr>
<tr>
<td>Contra Costa County</td>
<td>21708-TBD</td>
</tr>
</tbody>
</table>

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

I.  GENERAL DESCRIPTION
    A.  SU hereby engages Subrecipient to perform, and Subrecipient hereby agrees to perform, the services described in Exhibit A, Statement of Work, in conformity with the terms of this Agreement.

II. TERM OF AGREEMENT
    A.  The overall term of this Agreement is from ______ to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement.
    B.  This Agreement and subsequent amendments are of no force or effect until signed by both Subrecipient and SU and with SU signing last.

III. CONTRACT TYPE, VALUE, AND FUNDING
    A.  The total value of this cost reimbursable Subaward Agreement is $______ for an overall term of ______-June 30, 2025. Budget periods applicable to this Agreement are outlined below. This Agreement is incrementally funded for Budget Period 1 in the amount of $______.
        1.  BUDGET PERIODS
            a)  Budget Period 1 – ______ – June 30, 2023
            b)  Budget Period 2 – July 1, 2023 – June 30, 2024
            c)  Budget Period 3 – July 1, 2024 – June 30, 2025
    B.  It is anticipated that subaward amendments will be issued to provide additional funding for the remaining budget periods to cover the fully estimated cost for the entire period of performance.
C. SU is not obligated to reimburse the Subrecipient in excess of the funding amount allotted to the contract.
D. Carryover of funds from one budget period to the next is automatic and does not require prior approval.
E. Exhibit B provides budget detail for Budget Periods 1-3.

IV. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

A. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   1. Exhibit A, Statement of Work, which describes the Scope of Services to be provided under this Agreement.
   2. Exhibit B, Approved Budget, including line-item budget detail and budget narrative. The Subrecipient is authorized to manage expenditures in accordance with the overall budget amount.
B. Research Involving Human Subjects - If human subjects are used in this research:
   1. Subrecipient agrees to provide SU with:
      a) Certification that an appropriate institutional committee has reviewed and approved the procedures, which involve human subjects; or
      b) A reliance agreement documenting review and approval by an independent IRB or an IRB of another institution.
   2. The Subrecipient certifies that any submitted IRB approval represents a valid, approved protocol that is entirely consistent with the Project associated with this subaward.
   3. In no event shall Subrecipient submit invoices or be reimbursed for any human subjects related expenses incurred in a period where any applicable IRB approval is not properly in place.
   4. The Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with policies established by Title 45, CFR, Part 46, Protection of Human Subjects.
   5. Subrecipient shall bear full responsibility for the proper and safe performance of its work and services involving the use of human subjects under this Agreement.
C. The Subrecipient shall render reports as required by the Lead Project Manager including:
   1. An annual Summary Report which shall be included in the progress report required under the Prime Agreements and
   2. A Final Progress Report due at the end of the final project period.
   3. The Lead Project Manager shall notify the Project Director of the format and timing of such required Technical Reports and any other such reports as may be required.

V. PERSONNEL

A. The Principal Investigator of the Prime Agreements is Peter Blanck, who shall be responsible for:
   1. Issuing multiple subawards and working in tandem with the Lead Project Manager, to provide oversight of Subrecipients’ operational, legal, and fiscal activities related of the work to be performed under the Prime Agreements.
   2. Providing first level of oversight of all financial transactions; budgets and invoices including approved direct and indirect costs on the Sponsor’s behalf.
B. Subrecipient's Project Director for the Statement of Work shall be ____________, who shall not be replaced without prior written approval of SU and Sponsors.
C. Sponsors have identified **Kiran Sahota of Concepts Forward Consulting** as the Lead Project Manager to act as liaison to the Sponsors, Subrecipients and outside collaborators. She will organize and oversee the progress on the Scopes of Work and work product of all subrecipients; ensuring all tasks are completed; review all subrecipient invoicing prior to payment approval; act as point of contact between participating counties and all subrecipients; and will facilitate operational requests and/or mitigate challenges with subrecipients.

D. Subrecipient provides reasonable assurance that its 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.

E. Subrecipient, its agents, employees, and contractors 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.

F. Subrecipient 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.

**VI. PAYMENT TERMS**

A. SU shall reimburse Subrecipient for allowable costs incurred in accordance with the terms of this Agreement, up to the total funded amount as indicated in **III-Contract Type, Value, and Funding** and in accordance with Exhibit B.

B. Reimbursement shall be made by SU upon receipt of itemized invoices prepared in accordance with payment terms below and the Statement of Work – Exhibit A.

C. Invoices should be sent directly to:
   - Syracuse University
   - Office of Sponsored Programs
   - 211 Lyman Hall
   - Syracuse, NY 13244
   - Heather DiBlasi, Subaward Administrator
   - Email: subawardadmin@syr.edu

D. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly in arrears and in accordance with the Approved Budget, attached as Exhibit B.

E. Invoices must be submitted no later than 60 days after the completion of services. If there has been no activity for the quarter, a $0 invoice or correspondence indicating that there have been no expenditures for the period is required.

F. Each invoice shall contain a minimum of the following information: Subrecipient name, invoice number and date; remittance address and phone number; the service period; remittance address and Subrecipient Subaward Number. Invoices must also include current and cumulative costs, cost breakdown by major cost category, and a signed certification acknowledging the truth and accuracy of the contents.

G. Subrecipient shall retain records of such expenditures for examination by SU.

H. The final invoice must be submitted promptly following completion of the work under this Agreement but in no event later than 45 days (or such longer period as SU may in its discretion approve in writing) from the date of such completion.

I. Payment to Subrecipient shall be contingent upon the availability of funding from the Sponsors under the Prime Agreements and upon Subrecipient spending funds in accordance with the Approved
Budget in Exhibit B. SU shall promptly notify the Subrecipient if SU is notified that funding from the Sponsors is no longer available or is reduced and may terminate or modify this Agreement in accordance with Sponsor instructions.

J. SU reserves the right to withhold payment pending receipt of the Final Report.

VII. PRIOR APPROVAL REQUIREMENTS

A. All subrecipients will work in unison for the overall benefit of participating Sponsors, with the goal of statewide systemic change. In accordance with rules set forth in the approved state project, if at any time a subrecipient fails to complete their duties or is unable to fulfill contractual obligations, the subrecipient may be terminated with prior notification to and approval of the Lead Project Manager, Sponsors, MHSOAC, and SU.

B. Any significant change to the scope of work or budget must be approved by Lead Project Manager, Sponsors, MHSOAC and SU.

C. Any re-allocation of funds between Expense Categories in the approved Budget Period will require prior approval. An Expense Category is defined as Total Personnel Costs, Total Services and Supplies, Total Other Direct and Total Contractors. Any re-allocation of more than 20% of an Expense Category would require prior approval and an amendment to the agreement. Line items changes within approved Expense Categories do not require prior approval.

VIII. TERMINATION

A. 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 Subrecipient to perform the required services in a manner materially consistent 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.

B. In the event of termination for cause by SU, the amount payable to Subrecipient 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, SU may proceed with the work in any manner which the SU deems proper. Any costs incurred by and/or owed to SU 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 Subrecipient under this Agreement.

C. SU reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to Subrecipient. In the event of such a termination, the Subrecipient 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 Subrecipient may terminate this Agreement without cause in the event of the departure from employment of Subrecipient key personnel, such that Subrecipient would no longer possess the expertise to the complete the services hereunder.

D. SU’s payments to Subrecipient 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 SU’s purchase of the indicated quantity of services, then SU may give written notice of this fact to Subrecipient, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as SU 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, SU shall pay Subrecipient for all services provided and any non-cancelable
commitments made prior to the date of termination.

IX. INDEMNIFICATION

Subrecipient shall indemnify and hold harmless SU, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the Subrecipient’s negligence or more culpable conduct in connection with the Subrecipient’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 SU.

X. INSURANCE REQUIREMENTS.

A. Evidence of Coverage:

1. Prior to the execution of this Agreement by SU, the Subrecipient shall file certificates of insurance with SU’s Office of Sponsored Programs, showing that the Subrecipient has in effect the insurance required by this Agreement.

2. 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.

3. Subrecipient shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and upon request by SU, provide annual certificates to SU’s Office of Sponsored Programs. If the certificate is not received by the expiration date, SU shall notify the Subrecipient and the Subrecipient shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the Subrecipient to maintain such insurance is a default of this Agreement, which entitles SU, at its sole discretion, to terminate this Agreement immediately.

4. Subrecipient shall ensure that all subcontractors performing work on behalf of the Subrecipient pursuant to this Agreement shall be covered under the Subrecipient’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for the Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by SU from the Subrecipient under this Agreement. It is the obligation of the subrecipient 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 the Subrecipient through the entirety of this Agreement for inspection by SU representative(s) at any reasonable time.

B. Qualifying Insurers:

1. All insurance required by this Agreement shall be with a company acceptable to SU.

2. 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.

C. Insurance Coverage Requirements:

1. Without limiting the Subrecipient's duty to indemnify, the Subrecipient 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:

   a) 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.

b) Professional Liability Insurance, $1,000,000 per claims made with $1,000,000 aggregate.

c) Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

D. Other Requirements:

1. 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 the Subrecipient completes its performance of services under this Agreement.

2. Each liability policy shall provide that SU 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.

3. Each policy shall provide coverage for the Subrecipient 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.

4. Commercial general liability shall provide an endorsement naming SU, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Subrecipient's work, including ongoing and completed operations and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by SU and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Subrecipient'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).

5. Any increase or decrease request for any of the above insurance types throughout the term of this Agreement will require agreement by the parties as signified by a bilateral amendment to this Agreement.

6. If the Subrecipient fails to maintain insurance as specified in this Agreement for the full term of this Agreement, SU may terminate this Agreement for cause.

XI. RECORDS AND CONFIDENTIALITY.

A. Confidentiality. Subrecipient 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. SU and Subrecipient acknowledge that it may be necessary to disclose information to each other which each party considers proprietary or confidential in order to perform the Project. To preserve the proprietary or confidential nature of such information, SU and RAND agree to either: (a) clearly mark the term “CONFIDENTIAL INFORMATION” upon the information disclosure and forward it only to the other party in writing or (b) orally disclose to the other party the proprietary or confidential information and subsequently indicate the confidential nature of such information in a writing addressed to the other party, via certified or registered mail, and clearly mark the writing or information with the term “CONFIDENTIAL INFORMATION” and deliver it to the other party within thirty (30) days of disclosure. Subrecipient shall not disclose any confidential records or other confidential information received from SU or the Sponsors or prepared in connection with the performance of this Agreement unless SU specifically permits the Subrecipient to disclose such records or information, provided, however, that the Subrecipient may make any disclosures required
by law and respond to a subpoena lawfully issued by a court of competent jurisdiction. Subrecipient shall promptly transmit to SU any and all requests for disclosure of any such confidential records or information. Subrecipient shall not use any confidential information gained by the Subrecipient in the performance of this Agreement except for the sole purpose of carrying out the Subrecipient's obligations under this Agreement.

B. **SU Records.** When this Agreement expires or terminates Subrecipient shall upon SU’s request, return to SU any SU records which the Subrecipient used or received from SU to perform services under this Agreement.

C. **Maintenance of Records.** Subrecipient shall prepare, maintain, and preserve all reports and records that may be required by federal, state and local rules and regulations related to services performed under this Agreement. Subrecipient 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 the Subrecipient shall retain said records until such action is resolved.

D. **Access to and Audit of Records.** With reasonable prior written notice, and at times during the Subrecipient’s normal business hours, SU or the Prime Sponsors shall have the right to examine, monitor and audit those records, documents, conditions, and activities of the Subrecipient and its subcontractors that are directly related to services provided under this Agreement.

E. **Royalties and Inventions.** SU 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 the Subrecipient under this Agreement. Subrecipient shall not publish any material containing any confidential information SU disclosed in connection with this Agreement without the prior written approval of SU.

**XII. NON-DISCRIMINATION.**

A. During the performance of this Agreement, the Subrecipient and its subcontractors, shall not unlawfully discriminate against any person because of race religious creed, color, sex, national origin ancestry physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in the Subrecipient's employment practices or in the furnishing of services to recipients.

B. The Subrecipient shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The Subrecipient and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**XIII. INDEPENDENT CONTRACTOR.**

A. In the performance of work, duties, and obligations under this Agreement, the Subrecipient is at all times acting and performing as an independent contractor and not as an employee of SU. No offer or obligation of permanent employment with SU is intended in any manner, and the Subrecipient shall not become entitled by virtue of this Agreement to receive from SU any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. Subrecipient 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 the Subrecipient's performance of this Agreement. In connection therewith, the Subrecipient shall defend, indemnify, and hold SU harmless from any and all liability which SU may incur because of the Subrecipient's failure to pay such taxes.

**XIV. NOTICES.**
Notices required under this Agreement shall be delivered to the SU and Subrecipient’s administrators at the addresses listed below:

For: SU
Lisa V Kaley-Heyn
Associate Director - Office of Sponsored Programs
211 Lyman Hall
Syracuse, NY 13244
315-443-9357
lvkaleyh@syr.edu

For: _____

XV. MISCELLANEOUS PROVISIONS.

A. **Conflict of Interest.** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SU’s interests. In addition to the Subrecipient, this obligation shall apply to Subrecipient’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The Subrecipient’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 SU staff or elected officers in the performance of their duties.

B. **Consent to Breach Not Waiver:** No term or provision of this Agreement 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.

C. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by SU and the Subrecipient.

D. **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by SU and the Subrecipient. 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.

E. **Subrecipient.** The term "Subrecipient" as used in this Agreement includes Subrecipient's officers, agents and employees acting on the Subrecipient’s behalf in the performance of this Agreement.

F. **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.

G. **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 Agreement nor any portion thereof may be assigned by the Subrecipient without the express written consent of SU. Any attempt by the Subrecipient to assign the performance or any portion thereof of this Agreement without the express written consent of SU shall be invalid and shall constitute a breach of this Agreement.

H. **Compliance with Laws.** Subrecipient represents and warrants that services to be provided under this Agreement
shall materially comply, at the Subrecipient’s expense, with all, laws, statutes, restrictions, ordinances, and regulations (collectively “laws”). The Subrecipient acknowledges that SU is relying on the Subrecipient to ensure such compliance. Subrecipient agrees that it shall defend, indemnify, and hold SU and SU Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

I. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

J. **Non-exclusive Agreement.** This Agreement is non-exclusive and both SU and the Subrecipient expressly reserve the right to contract with other entities for the same or similar services.

K. **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.

L. **Authority.** Any individual executing this Agreement on behalf of SU, or the Subrecipient 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.

M. **Integration.** This Agreement, including the exhibits, represent the entire Agreement between SU and the Subrecipient with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between SU and the Subrecipient as of the effective date of this Agreement.

N. **Interpretation of Conflicting Provisions.** 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.

O. **Force Majeure.** The Subrecipient 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. SU 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 Subrecipient’s or its subcontractors’ ability to perform the services set forth in this Agreement.

P. **Severability.** If any term, covenant, condition or provision of this Agreement 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.

Q. **Debarment.** Subrecipient shall certify that neither the Subrecipient 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. 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.

R. **Lobbying.** On best information and belief, the Subrecipient certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Subrecipient 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.

S. **Patent/Copyright Materials/Proprietary Infringement.** Unless otherwise expressly provided in this Agreement, the Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Subrecipient 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. Subrecipient agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold SU and SU Indemnitees harmless from any and all such infringement
T. **Changes.** Subrecipient shall make no changes in the work or perform any additional work without SU’s specific written approval.

U. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests.** The Subrecipient agrees that if there is a change or transfer in ownership of the Subrecipient’s business prior to completion of this Agreement, and SU agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume the Subrecipient’s duties and obligations contained in this Agreement, and complete them to the satisfaction of SU.

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

W. The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SU interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The Subrecipients’ 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.

X. **Attorney Fees.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney’s fees, costs and expenses.

Y. **Employee Eligibility Verification.** The Subrecipient 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 Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient 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 Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify and hold harmless SU, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or SU 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 Agreement.

XVI. **SIGNATURE PAGE.**

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

For: SYRACUSE UNIVERSITY For: 

By: Stuart Taub By: 

Director Office of Sponsored Programs