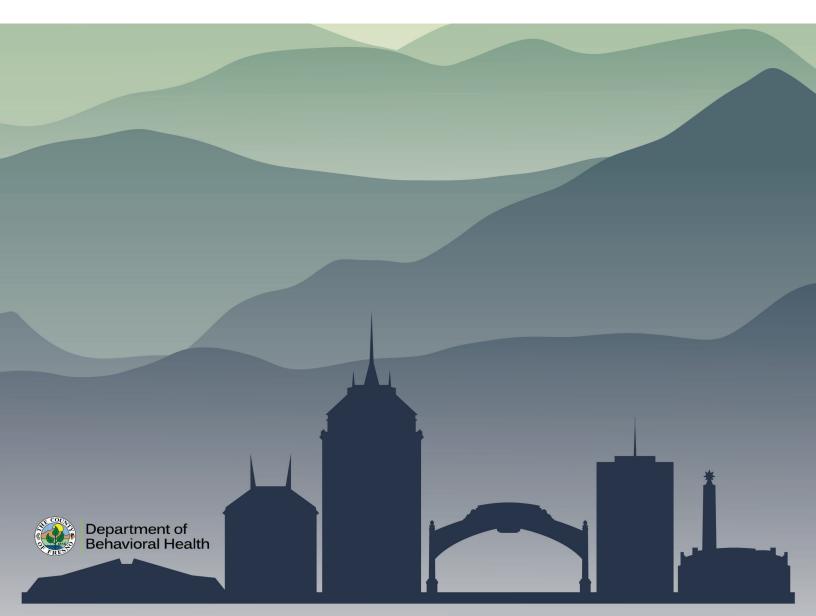


# Psychiatric Advanced Directives Annual Update 2021-2022



# Introduction

This is the Annual Update for Fresno County's Statewide Psychiatric Advanced Directive (PAD) Innovation project. Fresno County has been a part of this statewide project since 2019. For the first year and 10 months, Fresno County was the only county approved and participating in what was intended to be a statewide Innovation plan sponsored by the California Mental Health Services Oversight and Accountability Commission (MHSOAC). As with many things in the past year, the project was delayed due to the COVID-19 global pandemic.

The PADs program, as it is known, is now a five-county collaboration to develop a standard statewide PAD which will empower persons served; and through that empowerment, improve engagement in care, and reduce hospitalization, incarcerations, and other negative outcomes during times when individuals in crisis are unable to advocate for themselves.

NAMI defines PADs as "...a legal document that details a person's preferences for future mental health treatment or names an individual to make treatment decisions if the person is in a crisis and unable to make decisions."

In addition to the statewide PAD document, this project seeks to develop a system for housing and accessing the PAD. In order to ensure the effectiveness of this system, participating project counties will conduct local pilots with different populations to better understand factors such as training peers and professionals in developing person centered PADs; how to implement a PAD with different populations; whether PADs can help reduce hospitalizations, crisis calls, emergency room visits, arrests, and jail detentions; whether providers in the crisis system of care adhere to PADs; and whether PADs accessible when needed.

## Background

Fresno County's PADs INN plan was approved in June 2019 for a total of \$950,000 over three years. While several counties expressed interest in the project, Fresno County was the only county approved to be a part of an MHSOAC-sponsored statewide PADs project for quite some time. The MHSOAC's sponsorship included some training, project development, and technical assistance provided by the Saks Institute, Burton Blatt Institute, and Laurie Hallmark of the Texas RioGrande Legal Aid. The assistance intended to assist interested counties in developing a Statewide PADs Innovation plan, with hopes that other interested counties would join the effort over time. Fresno County's plan was approved prior to the completion of a statewide PADs Innovation Plan, so Fresno County was already approved for the project when the work began; however, as there was not a formal statewide PADs plan to guide and drive the efforts, Fresno County's ability to work was limited. Uncertainty around the final project budget and direction resulted in the delay of project implementation.

Fresno County hosted a statewide PADs meeting in February 2020 to gauge interest from other counties, elaborate upon its own interests, and envision what a statewide project may look like. That meeting included the Saks Institute, BBI and Ms. Hallmark, as well as a few other county representatives via call and in-person. During that initial year, Fresno County had identified three possible populations to explore offering and implementing PADs with. Those three populations were:

- 1) Homeless Individuals who were not yet enrolled in care services. This application will explore if development and possession of a PAD and its ability to empower individuals could increase one's willingness to engage in behavioral health care services.
- 2) Individuals under current conservatorship participating in services with the Fresno County. This approach was designed with two goals in mind: 1) to assist individuals in directing their own care in times when they are unable to, and 2) to examine if PADs can help reduce emergency room visits, hospitalizations and/or arrests and jail detention (or other negative encounters).
- 3) Foster Youth ages 17 who are in care but would be turning 18 within the next six months, and therefore are more likely to discontinue services. The target learning with this population would examine if a PAD could be developed as a legal support for this population, and if having such a tool/resource would assist those youth to remain in care.

Over the past year, Fresno County has intentionally evaluated its capacity to implement local interventions for all three of these populations. The County has determined that delays in the statewide project (due to COVID) and the legal challenges to try and implement a PADs program for TAY Foster Youth (ages 17-18) are beyond the project and County's capacity at this time. Thus, due to the time and other constraints, the project's target population will be narrowed to focus on just two populations and leave the opportunity to reach foster youth for a future project.

Fresno County's INN PADs project was approved for three years. As of July 2020, one year of this time limit had elapsed and the County was only able to identify project populations. Delays to the project due to COVID-19, and uncertainty regarding the status of the statewide project (when others would join the project, when work could resume, and the eventual scope of the project) created significant angst for Fresno County. As the pandemic worsened, the County worried that COVID-19 would continue to limit the project in the second year, resulting in a rush to complete the project and expend \$900,000 during the final project year. In July of 2020 Fresno County formally sought an extension from the MHSOAC to change its program from a three-year plan to a five-year plan, allowing more time for an actual statewide project to develop which would then inform Fresno County's efforts and requirements.

Fresno County remained the only approved PADs project until a Statewide Plan was approved by the OAC in May of 2021 which included participation by Monterey, Mariposa, Orange, and Shasta counties. Through the planning for a statewide project with four counties, Fresno County was able to start to plan for next steps of this project. As the project evolved, total project costs finally began to emerge and at that time Fresno identified a need to allocate more funding to the project to meet some of the statewide goals for the project while also maintaining its ability to conduct local efforts.

From when the plan was approved to when Fresno County was able to join on the agreements took over six months. Agreements were being developed amongst six different counites, with six different requirements, processes, and timelines, as well as vendor who had different requirements and process and matters that had to be negotiated between counties, vendors, and other parties.

Additionally, some of the challenges included the projects shift from when Fresno's Plan was approved as a project to develop training and implement PADs as an empowerment tool, to the statewide projects focus on the technology for PADs and PADs implementation which then impacted scopes and planning.

## **Project Activities**

After identifying its two main target populations for the PADs program application and implementation, Fresno County has worked with Laurie Hallmark to help understand the how to implement this portion of the project locally. Fresno County intends to contract with Ms. Hallmark to assist in coordinating the local Fresno County work around PADs. In the past year Ms. Hallmark has met regularly with Fresno County staff even though an agreement has not yet been established with her. Ms. Hallmark has met and explored partnerships and possible program designs with local organizations such as the Central California Legal Services (CCLS) and other homeless advocate organizations to assess the feasibility of utilizing PADs as an engagement tool with local homeless populations.

Ms. Hallmark has concurrently worked and strategized with the Department's clinical managers who provide oversight and render services for our Conservatorship case individuals, assessing the number of individuals who could receive a PAD (approximately 200 individuals), and whom would need to ensure a PAD is honored.

Additionally, Ms. Hallmark assisted in supporting Fresno County's desire to have peer involvement in the process, including exploring types of training that could be provided to peers and professionals; sustainability through the use of master trainers; and possible service programs which may be engaged to provide PADs, such as the peer run wellness center (Blue Sky), and the Lodge with its near-zero barrier, peer staff-driven, engagement lodging.

Fresno County will seek to have Ms. Hallmark lead its local efforts of implementing PADs with the two identified populations. In addition to providing PADs to target populations, Fresno County will have to collect data and monitor if and how many individuals access the PAD, whether the PADs (an empowerment tool) assists/increases the number of individuals that engage and remain in care, and whether PADs reduce hospitalizations and incarcerations. Lastly, the County will also collect data to assess if the PADs are honored locally by crisis workers, service providers, and emergency rooms.

As part of the statewide project planning and the statewide Innovation Plan development, participating counties examined the need for a database where PADs could be stored. The statewide project is seeking to utilize *Chorus* to create a specific database (web-based tool) to house and access PADs. While Fresno County will work with its stakeholders to participate in the Chorus community planning process, Fresno County will not sign an ongoing contract until all options have been considered. The eventual, permanent database will need to meet project needs while also incorporating the voices and needs of stakeholders and individuals served.

To initiate this inclusive planning process, Fresno County hosted meetings and presentations to discuss the Chorus aspect of the project with the community. Some stakeholders raised the issue of a need for a viable database for PADs that is user-friendly enough to facilitate independent

use of the database by individuals served and their supporters/caregivers. There was a great level of interest from stakeholders to be able to provide input into development of a tool. The statewide project seeks to have such engagement with Chorus.

Thus far the department has examined current databases used; for example, that of its current Multi-agency Access Point (MAP) program, which is not viable. There are access and security issues with current electronic health record. Fresno County has explored some options such as *Unite Us* platform. A database for PADs needs to be something which can be used by all participating counties and be able to be expanded statewide. Thus, examination of costs, customization, security, accessibility, and navigation all are factors that are in consideration.

Fresno County is approaching the development of a database for storage and access of PADs as a parallel process with the development of PADs and engagement and implementation. Without a means to store and access the document as needed, the effectiveness of PADs will be severely impaired. On the other hand, a robust PADs database without community engagement and education would result in an underutilized tool. Taking care to develop these project components in tandem will provide the most learning and insight for this project, and allow the development of an effective, statewide PADs system.

Fresno County and the other project counties worked with University of Southern California, Concepts Forward, and Laurie Hallmark to facilitate several webinars this past spring to help inform individuals served, families and supporters, peer advocates, and institutional organizations about PADs and the project as part of on-going community education involvement. Locally, Fresno County worked to have members from providers, Behavioral Health Board, NAMI-Fresno, and others participate in the webinars to learn more about PADs and their functions.

Fresno County actively participated in county-to-county (Monterey, Mariposa, Orange, and Shasta) calls with the Statewide Project Manager (Concepts Forward) and helped identify statewide learning goals and activities for the implementation of the statewide Innovation Plan. During these discussions, Fresno County determined that it would need to allocate another \$500,000 to the project in order to adequately support statewide and local efforts. The MHSOAC approved this modification in May 2021, bringing Fresno County's total project allocation to \$1,450,000 dollars over the next three years.

Increasing Fresno County's total allocated project funding will allow the County to increase its local investment by \$300,000 (for a total of \$550,000) for local work on target populations, engagement, coordination of local/departmental efforts, and project implementation. In addition to these local activities, Fresno County will contribute to all parts of the statewide effort including project management, training, marketing, evaluation, and technology exploration through community planning and engagement.

# Local effort

Fresno County has had plans to work with consultant Laurie Hallmark and the Central California Legal Services to facilitate some local aspects of PADs education, training, and support plans that would allow for PADs to be implemented in our system of care as empowerment tool. In the coming year the initial focus will be on development strategies for engagement with specific pops, training/presentation for local populations and aligning with overall statewide project. Working with local peers and organizations, CCLS's work will be focused on unhoused persons and those serving unhoused persons. There will be work performed by the consultant to support both CCLS as well as the Department in understand, preparing staff and peers, and use of PADs.

For more of the work to be completed the county will also have to identify similar work being done on the statewide project to ensure there is continuity in training, messaging, and the work locally and statewide. It is important for Fresno County to work with its local efforts and partners to prepare for PADs implementation with the goals its identified of empowerment, increase voluntary service engagement, and reduce instances of hospitalizations and incarcerations.

Fresno County is working on a shorter timeline than the statewide project and will need to work to complete it local work while waiting for aspects of the statewide work.

# COVID-19

The emergence of the COVID-19 Global Pandemic occurred a few weeks after Fresno County hosted a kick-off meeting with Modoc County, Orange County, Saks Institute, Burton Blatt Institute and Laurie Hallmark. During that meeting Fresno County identified several target populations for which it would examine application of a PAD and some possible ideas for next steps. However, COVID-19 put a halt to those activities for the reminder of FY 2019-2020.

Much of the activity of the program during this reporting period (FY 2020-2021) was impacted by COVID-19 closures, changes in service delivery, and counties limiting themselves to emergency operations. Fresno County continued to work with partners to try and move the statewide project forward; however, until a clear statewide project with input from participating counties could be developed, Fresno County was limited in options of advancing the work related to PADs.

As the state of California "re-opened" following the pandemic at the end of FY 2020-2021, counties and providers have been returning to regular operations. Despite these changes, it is not yet viable to travel for in-person meetings. Fresno County will continue to adhere to the most current COVID-19 guidelines and reduce program expenditures by limiting travel to future statewide learning community meetings, if and when they resume. It is also working to ensure that engagement and outreach for the PADs project will be conducted in a manner that safeguards public health according to up-to-date state guidelines.

# Next Steps

The Department is working with the other project counties and the statewide project partners on development of the various aspects of the statewide project, including technology, training, PADs development, communication, stakeholder sessions, evaluator, etc.

Fresno County allocated approximately \$550,000 of the total project for local project activities over the remaining of its part of the project. Through its Joint-Powers Authority (JPA) California Mental Health Services Authority (CalMHSA), agreements will be established with Laurie

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Hallmark to be the local subject matter expert for Fresno County. Ms. Hallmarks' local work in Fresno County will range from coordination of key sectors (legal aids, public defenders, the department, care providers, and advocates) and partners, assisting with training and education around PADs, and assisting with the planning for local implementation and facilitation of the project. Ms. Hallmark will work with specific legal organizations whose work (free legal services, legal consulting, workshops, and clinics) can be used to help implement the PADs. She will also work with local providers and DBH programs under DBH's direction to help planning for PADs with targeted and already identified populations.

Fresno County has allocated just under \$860,000 to the statewide efforts for overall project management, evaluation, training, PADs development, marketing, and technology development. This was in addition to the original contribution through the initial approved plan.

Fresno County, in collaboration with the other project counties, identified statewide goals, timelines, tasks and local participation. It is planned that in summer 2023, the project will produce an actual PADs training that can be rendered to local stakeholders, and development of an initial PAD document that can be reviewed by stakeholder for input and feedback.

# Budget

Fresno County accrued virtually no expenses for this project in the past year due to the limited work conducted during the COVID-19 pandemic, and Fresno County's commitment to allocate the majority of funding to project activities, rather than County staff time.

Fresno	Total	Fre	esno's Share
Project Mgr.	\$ 735,406	\$	154,436
Trainer	\$ 298,500	\$	62,685
Evaluation	\$ 617,630	\$	129,702
Media	\$ 500,000	\$	105,000
5 county admin 9%	\$ 193,638	\$	40,664
Sub Total		\$	492,487
4 county cost			
Tech Stakeholder +	\$ 1,090,000	\$	371,331
9% admin			
Total:		\$	863,818

To Date Fresno County has expend only \$3,754.25 over the past two years.

## Appendix

PAD Statewide Annual Report.



**Multi-County PADs Innovation Project** 

Annual Report Fiscal Years 2021-22 through 2022-23

Created by Kiran Sahota, President Concepts Forward Consulting Lead Project Manager In 2006, the Center for Medicare and Medicaid Services (CMS) clarified that Psychiatric Advance Directives (PADs) should be a part of psychiatric care. Approximately 27 states have enacted laws and policies recognizing PADs since the 1990s. However, PADs are often written with a focus on physical health, included in medical Advance Directives with little to no room for psychiatric health, plans, arrangements, or instructions to assist in the event of a mental health crisis. Also, the length and number of different PADs templates make it confusing for the individual filling out the PAD and the health care or first responder to comply with them. With such confusion, how can first responders or hospital staff know whether a PAD is valid or not?

As stated on the website of the National Resource Center (NRC), "Psychiatric Advance Directives are relatively new legal instruments that may be used to document a competent person's specific instructions or preferences regarding future mental health treatment. A PAD is used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute mental health crisis ." The website further explains that California does not currently have a specific legal statute encouraging or recognizing PADs, thus leading to continued confusion and the underutilization of PADs in the state.

Californians with a mental health condition continue to face high rates of recidivism within inpatient non-voluntary hospitalization, homelessness, and incarceration. These problems persist despite the state's efforts to avoid or reduce 5150 involuntary hospitalizations and incarceration. Unfortunately, these and other efforts have not led to meaningful reductions in hospitalization and incarceration, or improved treatment outcomes.

In a psychiatric emergency, when an individual experiences delusions or a psychotic episode, it may be impossible to engage in even the most basic conversations about patient care, symptoms, diagnosis, and treatment preferences. A PAD would help prevent the guesswork for a first responder or treating physician by providing a "blueprint" of the individual's exact needs, medication support, and even the ability to contact their chosen "Agent," who is their advocate (Consulting, 2021).

Most recently, California Assembly and Senate Bills have been marketed to include mental health language in items such as Care Courts Senate Bill 1338 or Advance Directives as in Assembly Bill 2288. Assembly Bill 2288 now includes the following statement, "This bill would clarify that health care decisions under those provisions include mental health conditions. The bill would revise the statutory advance health care directive form to clarify that a person may include instructions relating to mental health conditions" (Choi, 2022). It has been mentioned numerous times that an Advance Directive, even with this inclusion, puts medical care as the primary and mental health as the secondary. This does not increase the ability of a 19-year-old who experiences their first schizophrenic episode to identify who is their chosen agent/advocate and how first responders can identify what medication they may be prescribed or how to de-escalate a mental health crisis. Adding language to an Advance Directive does not allow for in-the-moment solutions or resources in a crisis.

This project seeks to address what is lacking in California and current legislation while meeting several unmet needs throughout the state. This project will engage the expertise of ethnically and culturally diverse communities, threshold populations, Peers (identified in this document as those with lived mental health conditions), family advocacy groups, and disability rights groups. The project outline includes but is not limited to the following:

- 1. Provide standardized information regarding PADs for Peers and additional stakeholders.
- 2. Standardize a statewide PADs digital template.
- 3. Allow a PAD to be recognized as a legal document.
- 4. Standardize a PADs training "toolkit" to be easily replicated from county to county.
- 5. Utilize a technology platform to easily access PAD's information, training, and materials.
- 6. Utilize Peers to create PADs based on lived experience and understanding, which can lead to open dialog and trust.
- 7. Create a training curriculum to identify PADs understanding, digital literacy, and facilitation to create a PAD with a trained partner.
- 8. Create a technology platform to warehouse PADs for ease of access to an individual PAD in a crisis, providing mobility of PADs throughout the state.
- 9. Create legislation to enforce the use and acceptance of standardized PADs in California.
- 10. Create an outcome-driven continuous evaluation process, evaluating the ease of use of training, technology, and the PAD template.

The multi-County PADs Innovation Project went before the Mental Health Oversight and Accountability Commission (MHSOAC) on June 24, 2021. Counties sought to use Mental Health Services Act (MHSA) Innovations to fund this multi-County, multi-year project. After a presentation by Consultant and Lead Project Manager Concepts Forward Consulting (CFC), along with the original counties of Fresno, Mariposa, Monterey, Orange, and Shasta, the MHSOAC unanimously approved the project to proceed.

The first objective was to contract with a fiscal intermediary. In past Innovation projects, CalMHSA, a statewide Joint Powers Authority (JPA), was utilized as a fiscal intermediary. With this came a Memorandum of Understanding (MOU) as a pass-through for the funding to contractors. Other MHSA projects that used a primary consultant are often funded through this JPA. A few counties opted not to utilize the JPA services for funding oversight on this project. In turn, the JPA opted not to participate as the project fiscal intermediary on the statewide portion; they contracted with Fresno County to assist in Fresno's additional direct fiscal contracting for PADs.

While in conversations with Syracuse University's (SU) Burton Blatt Institute (BBI) Chairman, Professor Peter Blanck, Dr. Blanck offered BBI's oversight SU as the fiscal intermediary for the project. BBI had been an integral part of the PADs project since the beginning in 2019, selected to participate by Elyn Saks, Associate Dean and Professor of Law at USC. The MHSOAC had previously contracted with USC to begin work on the PADs initiative. The MHSOAC identified a new direction to illicit additional county participation and concluded its contract with USC. Syracuse University was introduced to the five participating counties as a fiscal intermediary choice for review and discussion. The counties met with SU to hear what it meant to be the fiscal intermediary. The five counties decided a single Master Agreement representing consistent language and expectation for all counties, with the ability for each county to personalize where needed, would be the best outcome.

The five counties spent from July 1, 2021-April 30, 2022 working through the necessary steps to create a standard Master Agreement. During July 2021, CFC gathered operation agreements, master contracts, and MOU language from the five participating counties to provide SU with a starting point to create the master document. This process went through three drafts between July and October. In a county-to-county conversation, one county announced, "this process has been an innovation project on its own." By creating a cohesive document, additional multi-County collaborative projects become easier to contract and begin in a timely manner.

Each county had the ability to customize the language with minor adjustments to suit their specific needs to obtain external county staff and BOS approval. Concepts Forward Consulting coordinated and mediated each change, answered questions, and explained the counties' and university's perspectives to each other. Questions were answered as a collective or handled on a case-by-case request.

Additionally, the Master Agreement includes a scope of work and a budget narrative. Concepts Forward Consulting worked with SU to create deliverables and a payment schedule that worked for each county. Payment is flexible, whether an annual charge, per invoice, or lump sum. When Fresno, for example, needed to adjust its budget to a three-year verse four-year payment, SU, and Fresno agreed-upon a budget structure.

To achieve approval by a county, BOS takes specific actions. It is noted that numerous action items happen within a county prior to BOS approval, and these steps can take upwards of nine months to one year to accomplish. This is an important factor to consider when creating a multi-County relationship. Action steps that took place during FY 2021-22 were identified as the following:

- The County contracts department will review the document for approved language and additional documentation needed, such as sole source. Upon their satisfaction with the contract language, they send the document to County Council.
- County Council reviews and approves all language within any document prior to submission to the BOS. In this situation, this includes the Master Agreement, Scope of Work, and Budget Narrative. Items they seek to review include indemnification, insurance, timeline, terms of the agreement, performance standards, termination clause, and other requirements as needed.
- 3. Once County Council has approved the document language, there is approval to upload the document into the county routing system.
- 4. The document is routed to the County Auditor, who must approve the expenditure of funding. Upon approval, the Auditor's Office will sign the document.
- Some counties will include signatures of Department Heads, such as the Director of Behavioral Health or Health Care Agency/Health and Human Services Agency and even the County CEO.
- The BOS will receive a completed packet of information, including a description from MHSA staff regarding the project's need, approved document language, budget expenditures, and all required signatures.
- 7. The BOS will approve the document in a public meeting and, if contested, will listen to community comments. The BOS can also approve on consent.
- 8. The upload and routing process alone can take ten weeks in a county. This does not account for review time before the routing process.

During FY 2021-22, numerous challenges and lessons were learned, all culminating in an outstanding final accomplishment. The first challenge was when a few counties expressed the desire to have transparency with the oversight of their funding from a fiscal intermediary. The second was when the current JPA opted not to participate in the project. These challenges brought about the accomplishment of identifying a new and independent fiscal intermediary.

It has been said, "it should be easy to find a fiscal intermediary; any county could opt to be it for a project." Well, in theory, perhaps, but that poses its own challenges. This project includes two large counties, a medium county, a small, and a super small county, and none with the bandwidth or fiscal capability to oversee a project of this scope, which is currently not the standard nor expectation on any statewide Innovations project.

The next challenge came with county-specific protocols, contract language, and procedures. Each county addressed these challenges by providing their prospective contracting department's documentation to SU for integration into one culminating document. In addition, all drafts from SU were approved by the county's contracting departments and external county staff. This posed additional challenges, as external county staff is often unfamiliar with the MHSA, and especially the Innovations component. County staff may not understand the nuances of sub-contractors, funding language, timelines, and specific MHSA regulations, such as reversion. This posed an unexpected challenge at times within the counties as they gently maneuvered the politics and expectations of external county staff.

There were challenges in the timely approval of each draft agreement. Counties had the opportunity to read and edit all drafts of the Master Agreement; however, external county staff does not work on the same timeline. Some counties could report edits quickly, and others waited on external county staff to provide the needed modifications. Syracuse University was extremely accommodating with counties, answering each question as it arises but adding county-specific flexibility in language as required.

The biggest lesson learned in this part of the process was that of time. Even if it were the most straightforward contract, a county would need no less than ten weeks to calendar the BOS packet. Preparation for that packet could take no less than a month. The counties were already looking at twoand one-half-month to three months for BOS contract approval. Unexpected as it has been, the nine months this project took to create a brand-new county collaborative document and receive BOS approval is the norm.

Additional challenges encountered by the fiscal intermediary were counties not realizing timelines or funding they initially agreed to and needing to move budget items or the allocation period. These items include creating new draft or budget documents. Some county edits have been minor, and SU always explained why a change was being accepted or denied. Counties have all been agreeable to all information exchanged. Lessons learned in this process are numerous; below are a few examples:

- After MHSOAC approval, there is a significant lag between approval and implementation of an MHSA Innovations project. Counties are looking at a minimum of three months and upwards of nine months to complete the contracting process.
- Positions needing to be filled as part of the project cannot occur until the BOS approves the fiscal spending and contract language. The county hiring process can then take an additional nine months.
- Creating a true multi-County collaborative, where contract language is equal for each county, with county voice and county standards, was more encompassing than expected. This includes the unexpected wait times for document editing and the incorporation of edits by five individual counties.
- Counties rely on the project manager's expertise; direct county and MHSA experience is essential.
- It is imperative to keep a project moving forward by having bi-monthly meetings with counties. Plus, additional meetings with the fiscal intermediary and subcontractors as needed.
- Additional training is needed for external county staff and BOS to fully understand the unique nuances of MHSA and, more importantly, the ideas of multi-County collaboration and statewide initiatives.
- Counties being approached as separate entities on this collaborative project with the "threat" of state intervention to force "grant" and Request for Proposal (RFP) opportunities. This shows the lack of understanding by the public regarding the collaborative nature of the Innovation projects and decisions made collectively.

Throughout the initial creation of the project and while awaiting a BOS-approved fiscal contract, the counties and CFC met bi-monthly to continue moving the contracting process forward. This became an arena for discussion, suggestions, and decisions on moving the project forward. When one county requests specific information, such as "sole source" documentation, it usually will be a topic in another county. When one county receives requested information, the information is passed to all participating counties. The county-to-county allows counties to inquire how other counties handle specific contracting language nuances or differing opinions of eternal county staff. Additional workflow throughout the fiscal year 2021-2022 (FY 2021-22).

Unfortunately, due to the lack of accessible funding, it was not feasible to ask sub-contractors to expend unpaid time creating a scope of work and budget narrative when the counties could not precisely determine BOS approval. Counties each expressed the desire to move the contract along.

However, counties have described the many required steps in the approval process, which hinders a timely start date for the project.

In anticipation of contract approval during FY 2021-22, CFC moved to re-introduce RAND, the process Evaluator, and The Hallmark Compass, the PADs assigned subject matter expert (SME), to the counties. The initial introduction was to identify each county's priority population to begin pilot outreach and dialogue. RAND and BBI, both evaluators on the project, met with counties. Orange County will be utilizing BBI as expert evaluators for Orange County's participation in the Technical Platform build and roll-out. Working together, BBI and RAND will create a seamless evaluation plan, with BBI building off the process evaluation RAND will be conducting.

Though the challenges and lessons learned have been numerous, the accomplishments are monumental. The most important is a standardized Master Agreement and scope of work that any county can ultimately pick up and use. This document will offer outside organizations or agencies the ability to contract with a county on a specific project. With five counties approving the document, this document could go to all additional county Mental Health Plans for contracting approval, creating a statewide form. The document is essential as Innovation collaboratives increase and grow. With a document signature ready for a BOS packet, it could cut contracting time to no more than 60 days, which after MHSOAC approval, is ideal (Appendix A, Master Agreement).

An additional accomplishment is a collaboration by the counties. With open communication, willingness to work together, large counties assisting smaller counties, and the desire to meet bimonthly, speak to the respect for each other. The counties remain individual, and nuances or timeline delays did not affect the camaraderie within the meetings. There is a mutual understanding of the complexities of working with multiple counties.

Finally, a significant accomplishment during this step is utilizing the skills of a lead project manager that understands MHSA and component regulations, vendor contracts, and country-specific nuances. The counties were open to discussing needed changes and working seamlessly with the project manager and SU. Though the process was time-consuming and lengthy, the counties each stepped up to do their part to keep the momentum within their counties and participate in additional activities. One such activity was NAMI California's Annual Conference in October 2021. Each county provided a representative. After the presentation, one county stated, "that was refreshing and energizing to go back to the beginning and remember why we are doing all of this. I cannot wait to get to that finish line. Go, team!"

The Standard Agreement, being finalized in April 2022, paved the way for the

additional Contra Costa and Tri-City counties to seamlessly onboard on July 1, 2022, without a lengthy delay in BOS approval. At this point, now into the fiscal year 2022-2023 (FY 2022-23), the identified subcontractors could contract with SU to begin working on and invoicing the project. The subcontractors beginning in March included CFC, and The Hallmark Compass. July 2022 brought on the additional subcontractors RAND, Idea Engineering, BBI, and Chorus Innovations. All subcontractors began to work with counties to identify a timeline, project rollout, and meet with key stakeholders. A full convening of all participants took place on August 16, 2022, with host county Fresno. This was an opportunity for all involved to meet each other and identify project questions and timeline expectations(Appendix B-C).

In September 2022, it became apparent that The Hallmark Compass was not the right fit for the parameters of the Innovation project, and the subcontractor chose to resign from the project. On September 1, 2022, an RFP was posted to identify a contract for a Peer SME to provide the statewide "Peer voice." Painted Brain and their subcontractor CAMHPRO were awarded the contract on October 14, 2022. September also saw the launch of a new project website <u>www.PADSca.org</u> to update and provide ongoing information on the project (Appendix D, Website and Analytics).

With all subcontractors and counties now aligned in the necessary direction, the work began in earnest. Counties continued to meet monthly, with the added bi-monthly workgroup for all participants, a monthly subcontractor meeting, and several meetings that include the collaboration between subcontractors, meeting with stakeholders, and one-on-one calls with the counties. To quickly identify projects and accomplish goals, small workgroups were created to work on items such as informational flyers, marketing, website impact, and template categories. Due to the collaboration, the group quickly designed and modified flyers for immediate use (Appendix E, Flyers).

Moving into the third and fourth quarters of FY 2022-23, the expectation is to meet with each county's priority population group, Peers, first responders, hospital staff, and family members to identify what the PAD's template will include. Since many versions of the template nationwide exist, this project is not about starting over but enhancing and fine-tuning what already exists. One item of note is that currently, a PAD is not widely used due to the length of the paper format. Due to the innovative nature of the project, paper is no longer in the equation. Of course, a person can still print out a PDF version of their completed PAD or even print and hand fill, but participating counties now have an opportunity to change the conversation to PAD "components." The idea is to fill out as much or as little as an individual would opt to complete. One aspect of the project, however, is to identify what would be the most important questions or components to include in the event of a crisis (Appendix F, Components).

Along with the template identification, the conclusion of FY 2022-23 will facilitate Chorus Innovations ability to engage stakeholders in practical conversations around technology build. What would a first responder need to access a PAD? How would a Peer enter the information or provide consent? In addition to these working aspects, BBI and RAND will begin their evaluation process of stakeholder engagement and the technical build. Painted Brain and CAMHPRO will engage Peers, and Idea Engineering will work towards completing the needed training videos. Each subcontractor has provided a write-up on their accomplishments to date and projected activities through FY 2022-23 (Appendix G-L).

As with any complex multi-County project, the fluid idea is that by the conclusion of FY 2022-23, the project will have completed PADs template components, PADs logo or marketing identification, evaluation focus groups held for both process and technology build, engagement of a variety of stakeholders, including but not limited to, Peers, family members, first responders, and hospital staff. It is the planning that Painted Brain will identify a training curriculum to include PADs understanding, digital literacy, and PADs facilitation. Chorus Incorporated will have accomplished the initial build and begin beta testing on the newly developed technological PADs platform. As the project evolves and due to the human and technological elements, we leave space for growth, change, and innovations.

Moving into the fiscal year 2023-2024, the project will train identified PADs teams, or priority population Peers and professionals, in the facilitation of a PAD, continue beta testing and fine-tuning the technology platform, Fresno will sunset June 2024, and new opportunities for additional counties to identify priority populations, be trained in the technology platform and continue testing the project will become an option. In addition, FY 2023-24 will begin a collaborative effort to address the legislation needs to move PADs forward in California, both in use and, most importantly, in consent and autonomy of the individualized PAD.

## <u>Appendix</u>

- A. Master Agreement and Sub-Awards
- B. August PADs Convening
- C. Timeline
- D. Website and Analytics
- E. Flyers
- F. Components
- G. Burton Blatt Institute (BBI)
- H. Chorus
- I. Idea Engineering (IE)
- J. Painted Brain and CAMHPRO
- K. RAND
- L. Syracuse University

# References

Choi. (2022, 6 20). *Assembly Bill No. 2288*. Retrieved from Leginfo.legislature.ca.gov Consulting, C. F. (2021). *PADs Innovation Project v9 Final ks.* MHSOAC.ca.gov

# PERSONAL SERVICES AGREEMENT BETWEEN SYRACUSE UNIVERSITY AND THE COUNTY OF

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

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

#### 1.0 GENERAL DESCRIPTION.

- 1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work,** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
- 1.02 The Psychiatric Advance Directives Project (PADS), a multi-county collaborative mental health services act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADS Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADS UNIVERSITY subcontractors and/or consultants.

#### 2.0 PAYMENT PROVISIONS.

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

#### 3.0 TERM OF AGREEMENT.

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

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

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

#### 5.0 PERFORMANCE STANDARDS.

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

#### 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed \$\_\_\_\_\_.
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.
- 6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.
- 6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- 6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.
- 6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any Page 2 of 19

provision of the Contract.

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

#### <u>7.0</u> <u>TERMINATION</u>.

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

#### 8.0 INDEMNIFICATION.

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

#### 9.0 INSURANCE REQUIREMENTS.

#### 9.01 Evidence of Coverage:

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

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

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

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

#### 9.02 <u>Oualifying Insurers:</u>

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

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

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

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

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

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

#### 9.04 Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10.0 RECORDS AND CONFIDENTIALITY.

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

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

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

#### 11.0 NON-DISCRIMINATION.

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

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

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

#### 13.0 INDEPENDENT CONTRACTOR.

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

#### <u>14.0</u> <u>NOTICES.</u>

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

#### FOR COUNTY

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

#### FOR UNIVERSITY

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

#### 15.0 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

agreement.

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

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

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

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

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

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

### 16.0 <u>SIGNATURE PAGE.</u>

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

COUNTY OF	SYRACUSE UNIVERSITY
By:	By:
Agency Director	
Date:	Date:
Approved as to Form:	
Ву:	
Date:	

# **Exhibit** A

# **Statement of Work**

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

#### I. SCOPE OF WORK

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

#### II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS

#### A. Operating Costs

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

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

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

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

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

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

Direct Operating Costs are budgeted at \$\_\_\_\_\_ in Year 1, \$\_\_\_\_\_ in Year 2, \$\_\_\_\_\_ in Year 3, and \$\_\_\_\_\_ in Year 4 for a four-year total of \$\_\_\_\_\_.

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

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

Indirect Costs are budgeted at \$\_\_\_\_\_ in Year 1, \$\_\_\_\_\_ in Year 2, \$\_\_\_\_\_ in Year 3, and \$-\_\_\_\_\_ in Year 4 for a four-year total of \$\_\_\_\_\_.

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

  - PAD Training the total budget for training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is \$\_\_\_\_\_\_\_ in Year 1, \$\_\_\_\_\_\_ in Year 2, \$\_\_\_\_\_\_ in Year 3, and \$\_\_\_\_\_\_\_ in Year 4 for a four-year total of \$\_\_\_\_\_\_. The currently proposed PAD Training Contractor is Laurie Hallmark.
  - 3. Evaluation the evaluation activities are budgeted at \$\_\_\_\_\_ in Year 1, \$\_\_\_\_\_ in Year 2, \$\_\_\_\_\_ in Year 3, and \$\_\_\_\_\_ in Year 4 for a four-year total of \$\_\_\_\_\_. The currently proposed Evaluation contractor is RAND Corporation.

- 4. Media/Marketing contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at \$\_\_\_\_\_in Year 1, \$-\_\_\_\_in Year 2, \$\_\_\_\_\_in Year 3, and \$\_\_\_\_\_in Year 4 for a four-year total of \$\_\_\_\_\_. The currently proposed Media/Marketing contractor is Idea Engineering.
- 5. **Technology Platform** contractor costs to develop a secure, private and accessible PADs technology platform are \$\_\_\_\_\_ in all four years of the project for a total of \$\_\_\_\_\_. The currently proposed Technology Platform contractor is Chorus.

Total costs for Contracts are in Year 1, \$\_\_\_\_\_in Year 2, \$\_\_\_\_\_in Year 3, and \$\_\_\_\_\_in Year 4 for a four-year total of \_\_\_\_\_\_

	COUNTY – BBI – BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY							
	EXPENDITURES							
	PERSONNEL COSTS (salaries,         FY 21/22         FY 22/23         FY 23/24         FY 24/25         TOTAL							
	wages, benefits)							
1.	Salaries							
2.	Direct Costs							
3.	Indirect Costs							
4.	Total Personnel Costs					\$		
-								
	OPERATING COSTS							
5.	Direct Costs							
6.	Indirect Costs							
7.	Total Operating Costs							
	NON-RECURRING COSTS							
	(equipment, technology)							
8.	Equipment – laptop							
10.	Total non-recurring costs					\$		
-								
	CONSULTANT COSTS /							
	CONTRACTS (clinical, training,							
	facilitator, evaluation)							
11.	Project Management							
11.	PAD Trainer							
11.	Evaluation							
11.	Media/Marketing							
11.	Technology Platform							
13.	Total Consultant Costs							
	OTHER EXPENDITURES (please							
	explain in budget narrative)							
14.	Direct Costs							
15.	Indirect Costs							
16.	Total Other Expenditures					\$		

### III. APPROVED BUDGET: BUDGET SUMMARY

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 INNOVATION BUDGET			

### IV. PAYMENT TERMS: COST REIMBURSEMENT

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of \$\_\_\_\_\_ (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for County prior approval.

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

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

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

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

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

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 \_\_\_\_\_\_ organization 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 responsible counties in the collaborative mental health services act innovation project in the State of California are as follows:

County	Award Number

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 \_\_\_\_\_ 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 \_\_\_\_\_\_\_ \_\_\_\_\_. 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 \_\_\_\_\_ \_\_\_\_\_
    - b) Budget Period 2 –\_\_\_\_\_ \_\_\_\_\_
    - c) Budget Period 3 \_\_\_\_\_ \_\_\_\_\_
- 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

- B. 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.
- A. 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.
- B. 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

- C. 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**.
- D. 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.
- E. 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.
- F. Subrecipient shall retain records of such expenditures for examination by SU.
- G. 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.

- H. 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.
- I. SU reserves the right to withhold payment pending receipt of the Final Report.

### II. 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.

### VII. <u>TERMINATION</u>

- 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. Either Party has the right to terminate this Agreement without cause upon 30 calendar days prior written notice. 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.
- D. In the event of termination, the effective date of termination will be the thirtieth (30th) day after the delivery of written notice of termination unless an alternative date is agreed to by both parties.

E. 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.

### VIII. 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.

#### IX. 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.

### X. RECORDS AND CONFIDENTIALITY.

A. <u>Confidentiality</u>. 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 \_\_\_\_\_\_ 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 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. <u>SU Records.</u> 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. <u>Maintenance of Records.</u> 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. <u>Access to and Audit of Records</u>. 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. <u>Royalties and Inventions.</u> 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.

### XI. 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.

### XII. 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.

### XIII. NOTICES.

Notices required under this Agreement shall be delivered to the SU and Subrecipient's administrators at the addresses listed below:

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

### XIV. MISCELLANEOUS PROVISIONS.

- A. <u>Conflict of Interest.</u> 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. <u>Consent to Breach Not Waiver</u>: 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. <u>Amendment.</u> This Agreement may be amended or modified only by an instrument in writing signed by SU and the Subrecipient.
- D. <u>Waiver</u>. 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. <u>Subrecipient.</u> 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. <u>Dispute Resolution</u>. 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. <u>Successors and Assignment.</u> 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. <u>Compliance with Laws.</u> 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. <u>Governing Law.</u> This Agreement shall be governed by and interpreted under the laws of the State of California.
- J. <u>Non-exclusive Agreement.</u> 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. <u>Counterparts.</u> 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. <u>Authority</u>. 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. <u>Integration</u>. 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. <u>Interpretation of Conflicting Provisions</u>. 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. <u>Force Majeure</u>. 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. <u>Severability</u>. 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. <u>Debarment.</u> 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. <u>Lobbying.</u> 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. <u>Patent/Copyright Materials/Proprietary Infringement</u>. 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 claims.
- T. <u>Changes.</u> Subrecipient shall make no changes in the work or perform any additional work without SU's specific written approval.
- U. <u>Change of Ownership/Name. Litigation Status. Conflicts with County Interests</u>. 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. <u>Attorney Fees.</u> 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 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

### XV.SIGNATURE PAGE.

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

below.

For:	SYRACUSE UNIVERSITY	For:
Ву:	Stuart Taub Director Office of Sponsored Programs	Ву:
Date:		Date:



### Agenda Tuesday, August 16, 2022

### Host County: Fresno 1925 E. Dakota, Fresno CA 93726

### 10:00 am- 7:00 pm

### MHSA Multi-County PADs Innovations Project

Time:		Торіс:
10:00-10:15 am (15):		Arrive and settle
10:15-10:30 am (15):		Introductions
10:30-10:55 am (25):		Concepts Forward Consulting- Project overview
		and objectives
10:55-11:05 am (10):	Break	
11:05-11:25 am (20):		Syracuse University- Fiscal Process
11:25-11:45 am (20):		The Hallmark Compass- Process and questions
11:45 am-12:00 pm (15):		Pass out lunch boxes
12:00-12:20 pm (20):		Idea Engineering- Process and questions
12:20-12:40 pm (20):		RAND- Process and questions
12:40-1:00 pm (20):		Chorus Inc Process and questions
1:00-1:05 pm (5):	Break	

1:05-1:25 pm (20): 1:25-2:00 pm (35):	Burton Blatt Institute - Process and questions Next steps and Discussion
2:00-2:15 pm (15):	Break
2:15-3:00 pm (45):	County-only debrief and discussion (onsite) Sub-contractor to rendezvous back at the Fairfield
3:30-5:00pm (90):	Sub-contractor debrief and coordination of efforts Fairfield Marriott, 1535 N. Peach Ave, Fresno CA 93727 (6.6 miles)- small conference room County staff is encouraged at this time to attend to any work matters that have been postponed throughout the day.
5:30-7:00 pm (90):	Project collaboration and dinner Old Spaghetti Factory, 1610 E. Shaw Ave., Fresno, CA 93710



MHSA Multi-County PADs Innovations Project

County and Subcontractor orientation and in-person collaboration

August 16, 2022

# Agenda Review

# Multi-County PADs Innovations Project

## **Mental Health Services Act**

### **Innovations Incubator Purpose**

- Developed by the Mental Health Services and Accountability Commission(MHSOAC) in the 2020-23 strategic Plan to:
- Increase access to mental health services to underserved groups, including but not limited to, services provided through permanent supportive housing.
- Promote interagency and community collaboration related to mental health services
- Seed money was provided by the MHSOAC to encourage counties to join a collaborative project.
- Psychiatric Advance Directives was one of the proposed Incubator projects.

## **Mental Health Plans**

Seven MHPs, all will be known as "Counties"

- Approved June 2021:
  - Fresno
  - Mariposa
  - Montery
  - Orange
  - Shasta

- Approved May 2022:
  - Contra Costa
  - Tri-City Mental Health

## **Psychiatric Advance Directives**

**Multi-County Collaboration- Project Goal** 

### Innovation Goal:

"Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention."

## **Psychiatric Advance Directives**

Multi-County Collaboration- Project Purpose

### **Primary Purpose:**

"Increase the quality of mental health services, including measured outcomes."

 Using PADs, current clients and non-engaged consumers will gain autonomy in decision-making toward their mental health care supports and services. This multi-County project will provide the groundwork for community collaboration, creating PADs Teams, a standardized PADs "tool-kit," and evaluate the process and success in engaging clients, nonengaged consumers, stakeholders such as first responders and hospitals, and the use of technology.

## **Approved Project**

### Scope of Work

- Engage the community, including consumers, first responders and hospitals;
- With county stakeholders, identify priority populations;
- Create a standardized PAD template;
- Create a standardized PAD training/facilitation to create a PAD;
- Create a standardized "tool kit" to include; education, policy, PAD template, and training (train the trainer) videos in multiple languages;
- Create a cloud-based technology access platform;
- Create and maintain a project website;
- Utilize Consumer/Peer voice throughout the project;
- Seek legislative and policy advocacy; and
- Evaluate the process for creating a PAD and the use of technology.

## County Scope of Work County expectations

- Provide a project dedicated staff member to work on Project within the county, to coordinate with PM and Subcontractors.
- Provide peers to work on the Project or allow contracted peers to work within the county setting as requested by the County.
- County will choose 1-3 priority populations.
- County is county expert; County will make contact with FRs, HEDs, IPUs, to educate and engage in the Project.
- Assist Subcontractors with collaborative meetings with county Stakeholders.
- Participate in evaluation process requirements

## How to Achieve Project Goals

### Subcontractors - Subject Matter Experts (SME)

- CLC: Project Manager
- SU: Fiscal Intermediary
- The Hallmark Compass: PADs
- Idea Engineering: Mental health marketing and web
- RAND: PADs process evaluation
- Chorus Inc.: Technology build
- Burton Blatt Institute: Technology process evaluation
- Peer Contract: TBD

## Layers

### How do we do this?

- Don't forget this is Innovations
- Rollout simultaneously
  - Conversations and meetings with the PADs SME and county priority groups;
  - Hold stakeholder conversations with First Responders, hospitals, families, and consumers- for the template and "tool-kit" build;
  - Hold stakeholder conversations- for the technology build;
  - Create a project Website;
  - Evaluation of the process and technology; and
  - Create a Peer contract and work with peer voice on the above layers.

## **Role of the Project Manager**

### **Concepts Forward Consulting**

### In alignment with Counties' needs and expectations will:

- Oversee the project in totality from start to completion;
- Lead County and Subcontractor activities throughout the Innovations process;
- Fiscal oversight of Subcontractors, invoices, and SOW;
- Managing relationships and <u>County</u> expectations;
- Assisting Counties in the coordination of stakeholder and subcontractor meetings;
- Creating written reports;
- Attend meetings as needed or requested;
- Maintain project website with assigned Subcontractor; and
- Maintain and/or adjust project deliverables and timelines.

## Communication

### **County and Project Manager expectations**

- While involved in the Project, all Counties and Subcontractors are expected to support the Project and its objectives.
- Regardless of your expertise, unless otherwise discussed, the County is the lead in county meetings and professionalism is the expectation.
- Counties are to contact agencies and will start all initial conversations within the county unless otherwise discussed.
- Communication is tracked through email, which allows the PM to track the Counties' process and progress, clarify questions and identify next steps.
- Subcontractors are encouraged to initiate conversations and set up meetings with the County project staff.

## Meetings

Some of the meetings you can expect

- County Specific:
  - County to County monthly
    - Learning from each other
    - Invite individual Subcontractors
  - County and PM monthly
    - Status check-in
- Additional meeting possibilities
  - Stakeholder process (what is reasonable)
  - Roll-out and communication with Subcontractors
    - Individual Counties
    - How often should a County meet with Sub?
    - What are the meetings about?
    - Who should attend?

## Meetings- Con't

Some of the meetings you can expect

- Fiscal meeting
  - Counties- quarterly or bi-annually?
  - Subcontractors- quarterly or bi-annually?
- Subcontractors with Counties
  - Large group format?
  - Quarterly as a group or bi-annually?
- Format
  - Flexibility
  - Hybrid, Video, In-person



## Questions

FROM CONCEPT TO COMPLETION

Tin	neline		Q1 2023		
		January	February	March	
Project Meetings					
	Painted Brain/CAMHPRO	coord. + threshold languages Distribute info materials		Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	
Stakeholder Engagement	Idea Engineering	Continue brief conversational interviews with range of stakeholders: Peers, professionals, family members; all counties Participate in stakeholders sessions			

	Chorus	Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.	
	CFC/Counties		
	Painted Brain/CAMHPRO		
	Idea Engineering		
PAD Template Development	Chorus	Develop wireframe of PAD template that shows basic structure.	
	CFC/Counties		
Training Creation & Delivery	Painted Brain/CAMHPRO	Research & review current PADs training curriculum and implementation within peer communties (i.e. practical application)	
Creation & Denvery	Idea Engineering		

		Develop wireframe of	
		Training Toolkit that shows	
		basic structure.	
	Chorus		
	CFC/Counties		
	Painted Brain/CAMHPRO		
Branding and			
Project Communications	Idea Engineering		
	Chorus		
	CFC/Counties		
	Painted Brain/CAMHPRO		
	Idea Engineering		
PADs Platform Development	Chorus	Initial planning around data governance strategy, security & information security requirements	
	CFC/Counties		

Evaluation - Process and Implementation	RAND	Develop Faciliator training evaluation protocol - Pre/Post-Survey with PADs Facilitators Develop Facilitator training evaluation protocol - Focus Groups with PADs Facilitators	
Evaluation - Platform	BBI	Develop coordinated schedule of site visits with Chorus & PB/CAMHPRO Attend/observe Chorus meetings and PB/CAMHPRO trainings Identify prospective County and 1st cohort stakeholder interview participants	



The MHSA Multi-County PADs Innovation Project Awards Painted Brain the PADs Peer Voice-Advocacy and Education Grant

### **Psychiatric Advance Directives**

Many people are familiar with medical advance directives. A Psychiatric Advanced Directive (PAD) is similar in that it's a legal document with an individual's specific instructions or preferences regarding treatment, in case of a future mental health crisis in which they might not be able to make their own decisions. PADs are a means for increasing self-determination by encouraging and empowering people to make decisions about their lives to the maximum extent possible.

A multi-county collaborative has joined together in a Mental Health Services Act Innovations Project to develop and test the feasibility of PADs in California.

What are PADs? Counties **News & Updates** AUGUST 16, 2022 OCTOBER 12, 2022 SEPTEMBER 1, 2022 **Request for Proposal -Request for Proposal** Planning Meeting in **Award Update** Fresno **Psychiatric Advance Directives** The MHSA Multi-County PADs (PADs) Peer Voice — Education County representatives and and Advocacy | Addendum: Innovation Project Awards Painted subcontractors gathered for their Brain the PADs Peer Voice-September 21, 2022 first in-person operational and Advocacy and Education Grant planning meeting. READ MORE > READ MORE > READ MORE > View All PADS What are PADs? News & Updates For Peers Counties ©2023 State of California. Made possible through funding from the Mental Health Services Act.

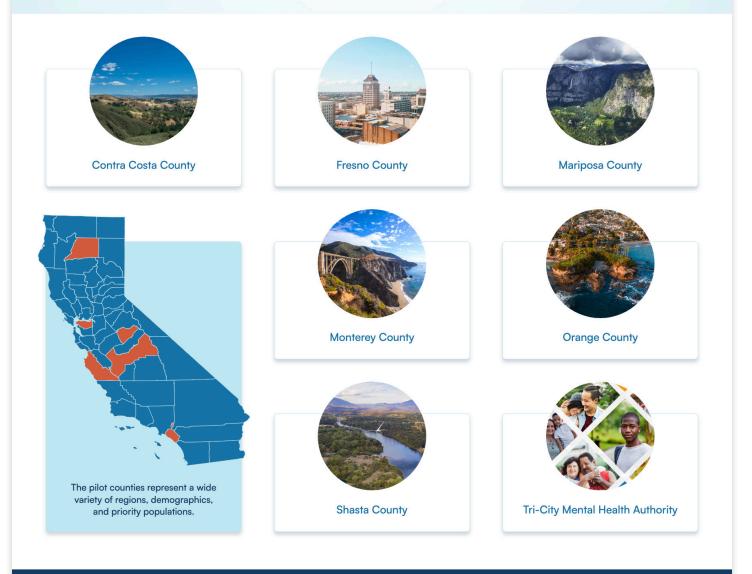
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# **Counties**

Several counties have joined together in this Innovations project to develop PADs in California. Each county is identifying priority populations to focus on during this pilot project, such as foster youth, older adults, or people who experience homelessness. Priority populations are determined based on their robust stakeholder processes.

Click to learn more about each county.



# PADS

Home

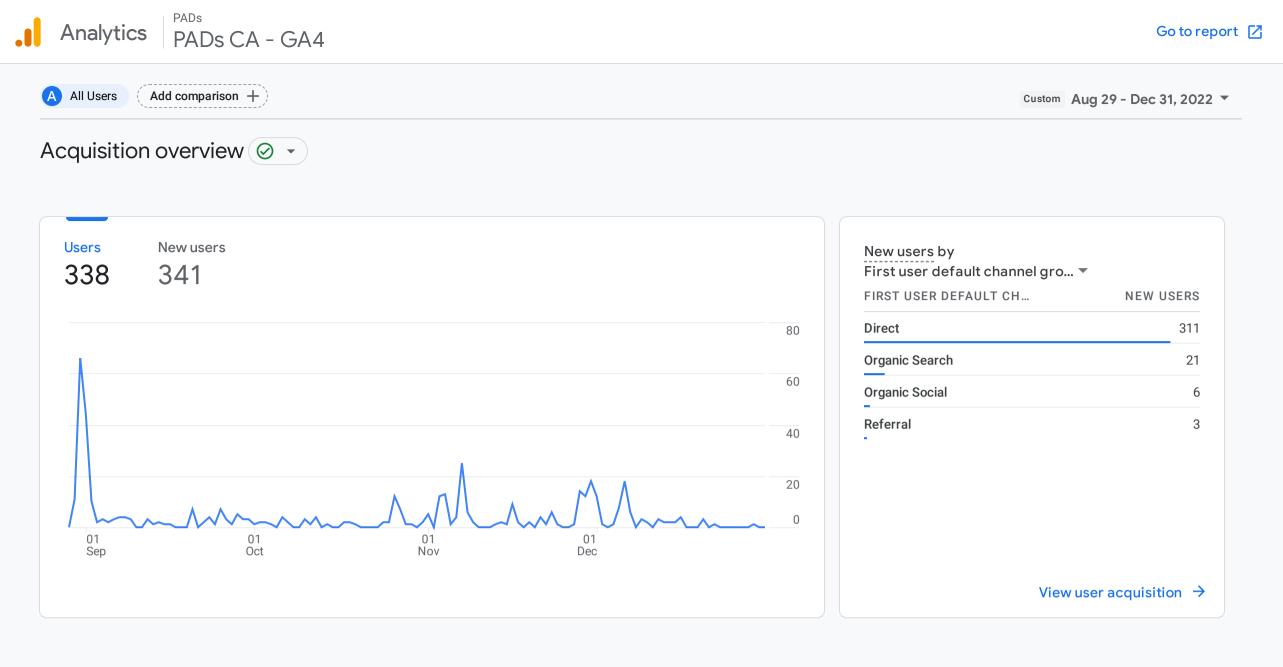
What are PADs?

News & Updates

For Peers

Counties

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**Organic Search** 

**Organic Social** 

Referral

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Add comparison +

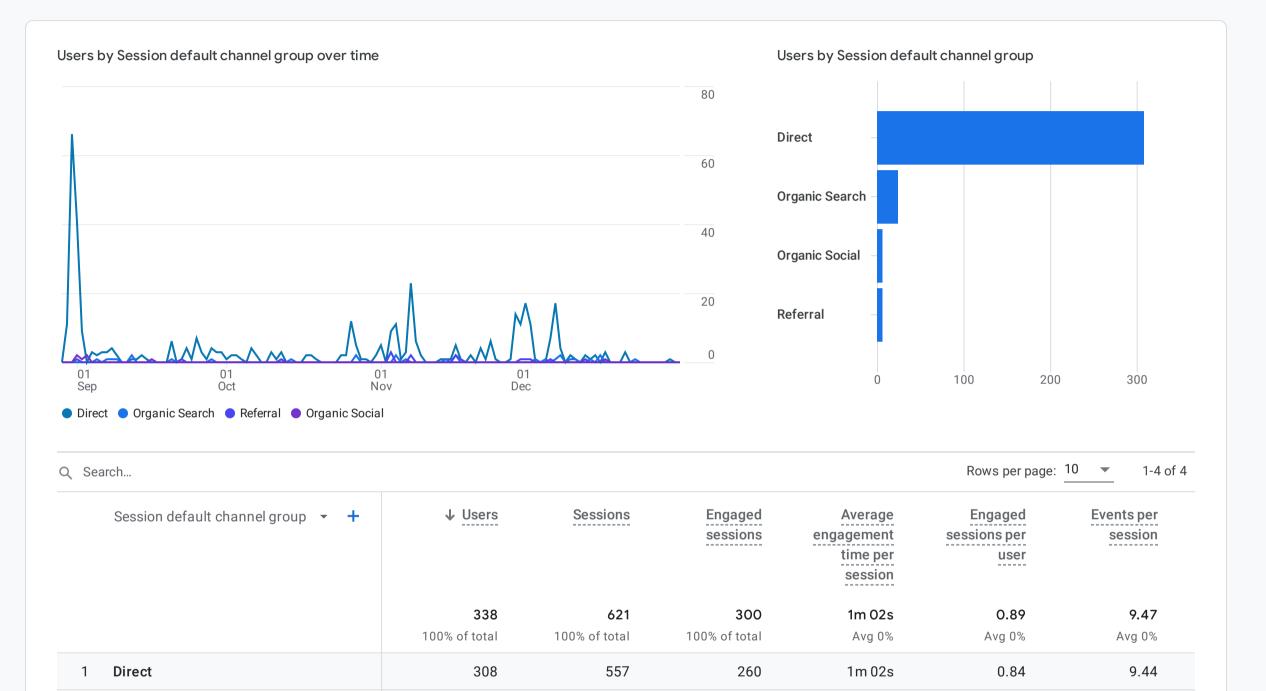
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All Users

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17

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19

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0.71

0.67

3.17

9.97

7.00

10.00

24

6

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Custom Aug 29 - Dec 31, 2022 -

# Demographics overview 📀 🔸

PADs

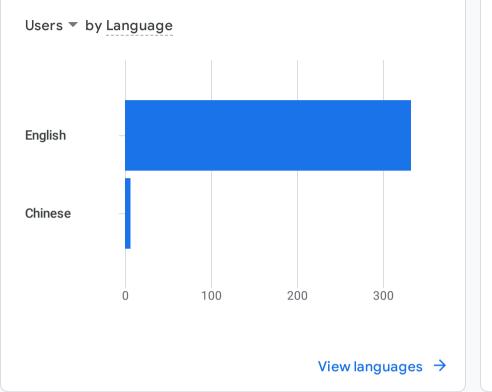
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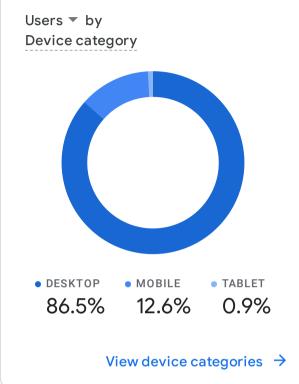
PADs CA - GA4

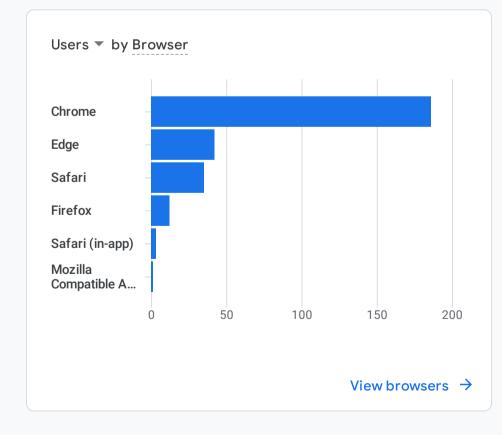
Analytics

All Users

CITY	USERS
Santa Clara	59
Boardman	45
Los Angeles	24
Ashburn	23
Santa Barbara	13
Quincy	10
Redding	10







OPERATING SYSTE	USERS
Windows	142
Macintosh	89
iOS	29
Android	17
Linux	5



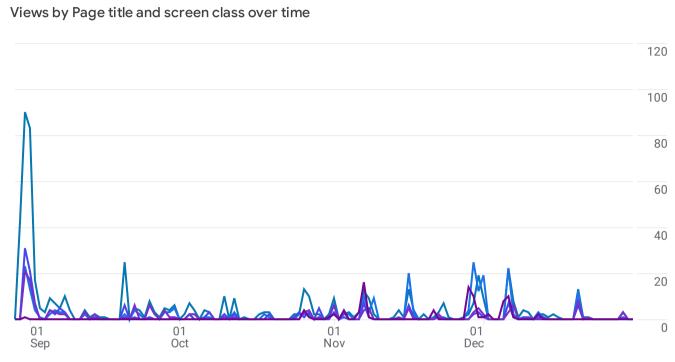
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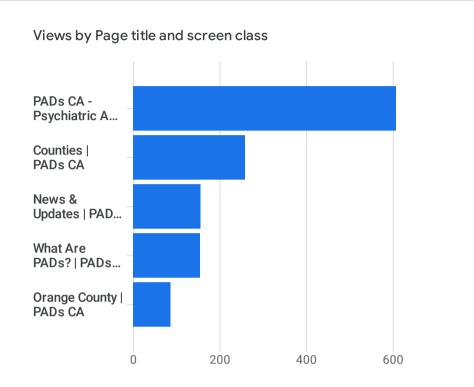
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● PADs CA - Psychiatric Advance Directives ● Counties | PADs CA ● News & Updates | PADs CA ● What 〈 〉

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2	Counties   PADs CA	258	69	3.74	1m 08s	787	0.00	\$0.00
3	News & Updates   PADs CA	155	61	2.54	0m 18s	374	0.00	\$0.00
4	What Are PADs?   PADs CA	154	64	2.41	1m 38s	400	0.00	\$0.00
5	Orange County   PADs CA	86	54	1.59	1m 04s	265	0.00	\$0.00
6	For Peers   PADs CA	82	45	1.82	0m 08s	208	0.00	\$0.00
7	Request for Proposal   PADs CA	79	30	2.63	0m 18s	272	0.00	\$0.00
8	Tri-City Mental Health Authority   PADs CA	60	20	3.00	1m 28s	172	0.00	\$0.00

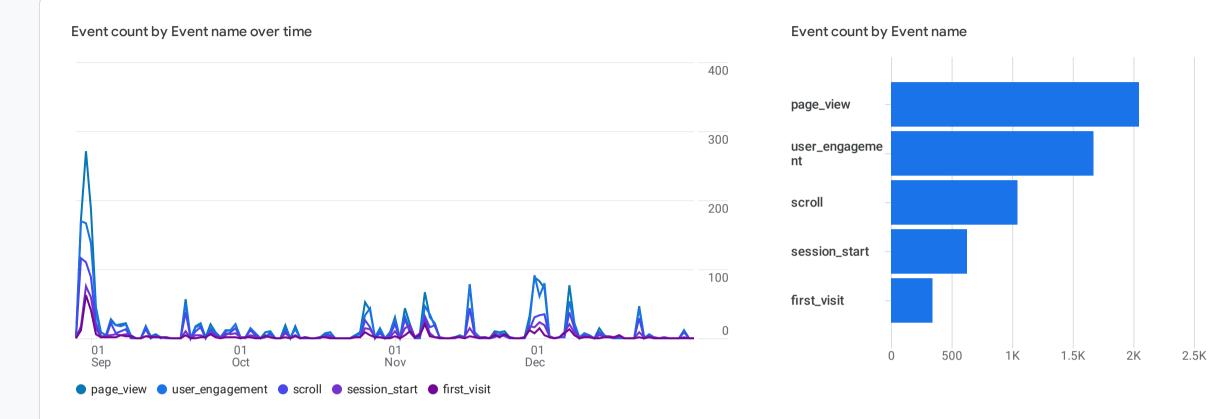
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			<b>5,878</b> 100% of total	<b>338</b> 100% of total	<b>17.39</b> Avg 0%	\$0.00
1	page_view		2,045	338	6.05	\$0.00
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3	<u>scroll</u>		1,042	119	8.76	\$0.00
4	session_start		623	338	1.84	\$0.00
5	<u>first_visit</u>		341	338	1.01	\$0.00
6	<u>click</u>		123	36	3.42	\$0.00
7	file_download		35	21	1.67	\$0.00

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#### **PROJECT TITLE:**

Multi-County Psychiatric Advance Directives (PADs) Innovations Project

#### TIMELINE:

July 1, 2022 - June 30, 2025

#### A note on language:

People living with mental health conditions may self-identify in different ways including, but not limited to, as clients, consumers, Peers, survivors, persons in recovery, persons served, or persons in care. For the purpose of this project we utilize Peers to refer to those living with mental health conditions.

## Contact

Name, Title Department Email Phone

> OPTIONAL: ADD COUNTY LOGO HERE

## What is a Psychiatric Advance Directive (PAD)?

A PAD is a self-directed legal document that details a person's specific instructions or preferences regarding future mental health treatment. It is used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute episodes of psychiatric illness. It allows a person in a mental health crisis to retain their decision-making capacity by choosing trusted agents to help advocate for their choices.

## **Project Goals**

- Partnership with Peers to develop a standardized PAD template that will be turned into an online and interactive app (the PAD technology platform), with a PDF version available for situations that do not allow for online access
- Legislative and policy advocacy to create a legal structure to recognize PADs
- Evaluate development and adoption of PADs, including ease of use and understanding of PADs
- Create a sustainable and easily reproducible approach that can be used across California

## PAD TECHNOLOGY PLATFORM

- Provide a **user-friendly and secure** online tool where people can learn about PADs, complete, and store their PAD
- Ability to share PAD information in **real-time** for use by crisis response and other healthcare staff
- Accessible in **8 languages**: Arabic, English, Farsi, Hmong, Korean, Mandarin, Spanish, and Vietnamese
- Include videos and information for **training** people on how to complete, or help others complete, and use PADs
- **Collaborative:** Co-creating the tool with Peer and community stakeholder voices at the forefront

For project updates and information about who's participating, visit: **www.padsca.org** 

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

# YOUR EXPERTISE & INPUT ARE NEEDED

# First Responders • Medical & Clinical Staff

When you encounter someone experiencing a mental health crisis, what would you need to know in order to best inform your ability to care, treat or provide resources? As a subject matter expert in your line of work, we are requesting your participation in one or more input sessions as we create a Psychiatric Advance Directives (PADs) template in California. If you are interested in helping develop this important tool, please contact:

OPTIONAL: ADD COUNTY LOGO HERE Name, Title Department Email Phone

## What are PADs?

A PAD is a legal document allowing people with mental health conditions to identify their preferences for treatment in advance of a crisis.

PADs are a voluntary tool to help assist individuals in mental health crises to communicate in their own voices with first responders, hospital personnel and others.

## **Benefits include:**

- Allowing individuals to take responsibility for their recovery
- Allowing an appointed person to assist in making decisions during times when the person's capacity is impaired
- De-escalating potential crisis situations
- Providing appropriate and supportive care

# LEARN MORE: **www.padsca.org**

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

# YOUR VOICE IS NEEDED

# **Peers • Family Members • Caregivers**

In a mental health crisis, what would you want hospital staff or first responders to know about you or a loved one? We're looking for people who have lived experience with mental health and recovery. Individuals, family members, caregivers, your voice is needed.

We are requesting your participation in one or more input sessions as we create a Psychiatric Advance Directives (PADs) template in California. If you are interested in helping develop this important tool, please contact:

OPTIONAL: ADD COUNTY LOGO HERE Name, Title Department Email Phone

## What are PADs?

A PAD is a legal document allowing people with mental health conditions to identify their preferences for treatment in advance of a crisis.

PADs are a voluntary tool to help assist individuals in mental health crises to communicate in their own voices with first responders, hospital personnel and others.

## **Benefits include:**

- Supporting choices and autonomy
- Allowing an appointed person to assist in making decisions during times when the person's capacity is impaired
- Receiving appropriate and supportive care
- Allowing individuals to take responsibility for their recovery

# LEARN MORE: **www.padsca.org**

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Statement of Intent					
Legal language re: purpose/intent of the document (Baz, NC, WA)					
Itemized list of what information is/isn't included in the document (Baz)					
Appointment of Health Care Agent					
Designation of Health Care Agent and Alternate(s) (CA, Baz, NC, WA)					
Agent's and alternate's acceptance of designation, including signature (Baz)					
Definition of Authority Granted (CA, Baz, NC, WA)					
Option to specify limits to scope of what HCA can decide (CA, NC, WA)					
Court Appointed Conservator (CA, Baz)					
Mental Health Care Instructions					
Who to notify upon admission to psychiatric facility? (CA, Baz, NC)					
Individuals permitted to and prohibited from visiting (CA, Baz, WA)					
Choice of treatment facilities (CA, Baz, NC, WA)					
Primary physician for MH Care (CA, Baz, NC, WA)					
Alternate physicians for MH Care (CA, Baz, WA)					
Physicians NOT to be treated by if hospitalized (CA, Baz, WA)					
Other preferred MH treatment providers (WA)					
Methods for avoiding emergency situations (CA, NC, WA)					
Choices for emergency interventions (CA, Baz, WA)					
Choices for routine psychiatric medications (both those desired and not desired, also side effect concerns) (CA, Baz, NC, WA)					
Choices for emergency psychiatric medications (CA)					
Choices regarding electroconvulsive therapy (CA, Baz, NC, WA)					
Preference for alternatives to hospitalization (WA)					
Physical Health Care Instructions					
Primary physician for medical care (CA)					
Statement of desires, special provisions, and limitations (CA)					
Choices re: experimental studies and drug trials (CA, Baz)					

Instructions for life saving treatment (CA)

Choices regarding contribution of anatomical gift/organ donation (CA, NC)

Instructions re: Autopsy (CA)

#### Other Instructions

Care and Temporary Custody of Children + Alternates (Baz)

Preferences regarding revocation or termination of the PAD, duration of PAD (Baz, WA)

Preferences or instructions about personal affairs (e.g. care of pets, bill payment, household, notification of employer) (WA)

Statement of Witnesses

Space for two signatures required in CA (CA, Baz, NC, WA)

Notary Option - in CA if not possible to get witness signatures (CA, Baz, NC)

Links to full forms: Bazelon Center Template CA Template NC Template WA Template

Examples of much more succinct forms, which include the bare minimum from options above:

IL Template

TX Template



# Report on Implementation of the Evaluation of Orange County Innovation Activities, with <u>Particular Focus on Development and Outcomes of a PADs Technology Platform</u>

Period(s) Covered: January 1, 2022-December 31, 2022

#### Submitted by:

Gary Shaheen, Ph.D. Project Director Burton Blatt Institute Syracuse University

#### A. Summary of Activities and Accomplishments During the Reporting Period

This Project Report summarizes the activities implemented by BBI during the <u>Initial Planning</u> and <u>Development Phase</u> of its contract with Orange County (*January 1, 2022, through June 30, 2022*) and during its 2022 <u>Implementation Phase</u> (*July 1, 2022, through December 31, 2022*).

#### Initial Planning and Development Phase (January 1-June 30, 2022):

BBI conducted evaluation activities during the Initial Planning and Development Phase as below:

- Worked with SU's Office of Sponsored Programs to establish protocols and processes for administering the requirements of the Orange County contract and for fiscal administration of County and Sub-Contractor sub-awards.
- Hired former BBI Vice President, Dr. Gary Shaheen as PADs Evaluation Project Director. Thereafter Dr. Shaheen assumed oversight of the PADs evaluation project planning, communication, and infrastructure activities, assisted by other members of the BBI Research Team.
- Scheduled and participated in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting to discuss preliminary project planning and implementation timetables.
- Scheduled and participated in preliminary teleconference meetings and e-mail exchanges with Chorus Innovations, Inc. and the Rand Corporation to coordinate respective operational strategies relative to each partner's roles.

- Began development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Developed an initial evaluation project implementation schedule Excel spreadsheet to be revised on an ongoing basis.
- Drafted sections of BBI's Institutional Review Board (IRB) request, including drafts of Informed Consent Agreements, and descriptions of mixed methods research, with anticipated implementation of interviews during the first Quarter of 2023.
- Reviewed the BBI Evaluation Project Scope of Work and submitted it to Concept Forwards Consulting.

Implementation Phase (July 1, 2022-December 31, 2022)

- Continued to schedule and participate in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting to plan and implement the multi-county PADs initiative.
- Continued development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Prepared materials and participated in a PADs Kick-off Meeting and subsequent planning meetings held in Fresno on August 16-17, 2022. Dr. Blanck, Dr. Shaheen, and Jonathan Martinis, Esq. presented an overview of the BBI evaluation plan, and Mr. Stuart Taub, Director of the Syracuse University Office of Sponsored Programs presented an overview of BBI's contract and payment policies to attendees that included County representatives Project Sub-Contractors, and the Innovation Project Director, Ms. Kiran Sahota.
- Implemented its Phase I evaluation activities by developing protocols to structure its participation and observations of PADs project subcontractor and county meetings.
- Developed a comprehensive Stakeholder Resource Mapping Template identifying and summarizing the services provided by diverse stakeholders to people with mental illnesses who are identified as priority populations by each participating county. The Template was provided to them and Chorus to assist in their identification and engagement of stakeholders for PADs implementation.
- One of two Research staff was hired and began work on September 15, 2022. He was on station in California by October 2022.
- BBI and the SU Office of Sponsored programs continued to review and process invoices submitted by sub-contractors and Counties per established SU protocols including timely payments based upon submission and review of invoices.
- Attended weekly, bi-weekly and monthly multi-county project planning meetings that included representatives of each participating County, Chorus, Painted Brain, IDEA, and the Rand Corporation.
- Finalized a consulting contract with Concepts Forward Consulting to provide evaluation project consultation, support and assistance as needed.

- Participated in regular and focused partner meetings with Chorus and the Rand Corporation to coordinate their respective implementation plans.
- Developed an updated implementation timeline spreadsheet for inclusion into a master calendar of milestones and deliverables that was disseminated to project partners and County representatives that was uploaded to the PADs share drive.
- Continued development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Submitted the Request for Expedited Review of Research with Human Subjects and attachments to the Syracuse University Institutional Review Board (IRB) request.
- Revised the IRB request for revisions and prepared its resubmission.
- Finalized the comprehensive Stakeholder Resource Mapping Template that was drafted during the first Phase of the project.

#### B. Challenges Encountered and Resolved During the Reporting Period

- No significant evaluation related challenges were encountered that were not overcome.
- After some initial delays in securing and processing the County and Sub-Contractor subawards through the Syracuse University fiscal processes, these issues were resolved during the reporting period and invoices are being processed on their regular schedules.

#### C. Plans and Expectations for Calendar Year 2023

- Approval from the SU IRB is expected during the First Quarter of 2023, enabling BBI to schedule and conduct interviews with County and stakeholder staff focused upon the process of developing the PADs web-based platform.
- BBI and Concepts Forward will arrange a meeting to discuss how the consultant can advise and support BBI's evaluation during 2023.
- BBI will develop a plan to attend meetings and training sessions where Chorus and/or Painted Brain will include discussion of the web-based platform on their agendas.
- We will continue to update the BBI implementation plan located on the PADs share drive.
- BBI expects to participate in person at the March partners meeting.
- By the fourth Quarter of 2023, BBI expects to submit its request for IRB approval to conduct peer focus groups and interviews commencing in 2024.

# **Psychiatric Advance Directives**

Multi-County Collaborative Mental Health Services Act Innovations Project

Chorus Innovations - Deliverable 2: App architecture and design roadmap

Deliverable Date: December 30, 2022

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# **Executive Summary**

The Multi-County Psychiatric Advance Directives (PADs) Innovations Project brings together seven counties and their stakeholders, advocacy groups, and peers with lived experience to develop a standardized PAD template, training resources and a "toolkit" (all in multiple languages), PADs technology platform, and recommendations for statewide PADs legislation, policy, and procedures. We will employ an engagement strategy, adapted from best practices described in community partnered participatory research (CPPR) and advised by nationally recognized experts in community-partnered practices, to ensure an equitable process that meaningfully engages all stakeholders during all phases of this project.

One of the core principles of the Mental Health Services Act is to promote consumers and family participation and involvement, as well as community partnership, to reach broadly into all California communities to address behavioral and mental health issues. We believe our engagement strategy will not only give voice to historically underserved, unserved, and silent communities, but have a transformative impact that will empower their self determination and cultivate future community champions.

In this report, we summarize project progress to date. This deliverable is focused on app architecture and design roadmap. We describe below updates to the engagement plan, the updated project timeline and project management process, and ongoing foundational research that is informing the app architecture and the design roadmap. Please see appendices for additional details.

# 1. Participatory Engagement

# 1a. Draft initial engagement plan

Chorus Innovations' (Chorus) participatory and community-centered design approach builds on evidence-based best practices from community-based participatory research and technology adoption frameworks. The goal is to work with all relevant stakeholders, including individuals within public health agencies and broader community-based stakeholders, in order to create an agile, inclusive, and responsive approach to creating digital health technologies and implementing system-level changes.

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

In collaboration with Concepts Forward Consulting, we developed a draft high-level workflow that summarized the stakeholder engagement process broadly and a workflow focused more specifically on the process of developing the PAD template and training and how stakeholder engagement is incorporated into those processes.

These workflows can be found in Appendix A - Engagement and Template Workflows and Appendix B - Training Development Workflow

# 1b. Conduct workgroup planning meetings

Chorus met individually with all counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.
- All counties have chosen for the initial implementation to either be within programs that are directly-operated or operated by contractors with whom the county has positive/supportive working relationships.

• Several counties raised the issue of access to PADs for first responders in rural areas that may have unreliable cell/internet access. This will be important to discuss with relevant stakeholders to think through what alternatives may be available/preferred.

Chorus met with Painted Brain/CAMHPRO, Idea Engineering, and Concepts Forward Consulting on December 22nd to strategize regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and a proposed structure to engagement meetings and workgroups. Key points from the meeting included:

- The importance of making sure the appropriate support and procedures are in place during engagement sessions given the sensitive subject matter related to PADs and the possibility that some people, due to their own lived experience or that of people they know, may be triggered during discussions.
- Clarity regarding the engagement activities each subcontractor needs to effectively incorporate stakeholder feedback into deliverables.
- Discussion regarding format of listening sessions vs. workgroups including distinguishing their different intents/purposes and how each could be utilized in this project.
- Agreed timeline to start listening sessions with peers, first responders/hospitals, and family members in mid-late February.

Chorus also drafted an initial list of questions to ask stakeholders. These questions will be shared with the Template Subcommittee for comment and feedback in January 2023. These questions can be found in **Appendix C - Chorus Questions for Stakeholders** 

# 1c. Meeting Documentation

A comprehensive summary of meetings to date can be found in **Appendix D - Project Meetings - PADs**.

## 1d. Update overall project and technology governance plan as needed

Technology governance plan will be a focus of subsequent phases as the participatory engagement and workgroup meetings begin with the counties and relevant stakeholders.

## 1e. Implementation and Dissemination Plan

Chorus continues to meet regularly with Project Lead, Kiran Sahota, and the other subcontractors on the project to discuss and refine the timeline. In a meeting on December 5th hosted by Chorus and attended by all project subcontractors, the group reviewed deliverables and began plotting them on a timeline. The group discussed interdependencies of deliverables, corresponding engagement activities, and action items for the counties. This resulted in clarification of the timeline for the next two months (Dec 2022 and January 2023) and the group committed to continue to define the timeline for the first two quarters of 2023 in the January 2023 subcontractor meeting.

For a more detailed and comprehensive view, see Appendix E - PADs Project Timeline.

# 2. Security/Infrastructure/Project Administration

# 2a. Meet with relevant technical teams and draft initial outline of security and infrastructure needs

As more users of the PADs application are identified, Chorus will further define the needs of each user type and articulate the requirements in relations to security and infrastructure:

- In-the-moment access to PADs by all relevant stakeholders
- Secure, private, and voluntary
- Cloud-based access and distribution, HIPAA compliant

In the subsequent quarters, we will work with counties to identify relevant individuals from technical and compliance teams to meet with. We will begin IT security and compliance reviews when counties are ready for that step.

# 2b. Begin technical modifications to meet security requirements.

A key priority over the first year of engagement is to work with counties and other stakeholders to more fully outline the technical specifications of the PADs Platform. We outline below the initial draft considerations.

The draft specifications in which the PADs application must serve include:

- Considerations of data structure as it relates with county EHRs
- Developed for CA, with potential sharing capabilities nationwide
- The platform must include statewide access and potential interoperability with other platforms such as LE CLETS, Cerner, EPIC, and behavioral health EHR's, as well as being a standalone resource for PADs information, training videos, PADs template, housing of the actual completed PAD form and instant accessibility.
- Nine threshold languages: Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish and Vietnamese

As the PADs project continues, all technical specifications will be further shaped by factors such as:

- Needs of the various individuals or organizations that must interface with the PADs application
- Breadth of features and functionality the PADs application
- Considerations on how the PADs application will be distributed or shared across user who need access

# 2c. Setup and maintain Chorus servers for testing and development.

The technical team has completed its provisioning of relevant server resources for use of PADs in the Chorus Platform environment. The servers are ready for testing and development of initial versions of the PADs application.

# 2d. Provide initial technical specifications outlining server environment, hosting, disaster/recovery processes, security, compliance and monitoring methods.

General overview of the Chorus technical and security architecture is as follows:

- Hosted in Amazon Web Services data centers, which are audited in accordance with the AICPA SOC guidelines
- The cloud environment is monitored 24/7 by multiple teams, including CrowdStrike and our managed services provider (ClearDATA)
- Access to customer data is only granted based on the principle of least privilege and Role Based Access Controls (RBAC)
- Complex passwords and Multi-Factor Authentication are required to access cloud environments and critical resources
- Sensitive data protected in transit and at rest via strong encryption.
- All endpoints are protected by industry leading Next Generation Antivirus and Extended Endpoint Protection (XDR) solutions. Each endpoint employs Full Disk Encryption to protect data from compromise in the event a device is lost or stolen
- Customer data is securely backed up daily to alternate data centers, ensuring availability in the event of a natural or man-made disaster in the area
- Annual employee security and privacy training that includes regular testing for social engineering and phishing preparedness

Please note, specific technical documentation including disaster/recovery processes have been fully documented and are ready to share. These will be shared confidentially with relevant county information technology teams as needed rather than included in this report. We will document relevant meetings and share outs with county IT as the project progresses.

# 2e. Participate in regular and ongoing contract management meetings as needed with the Project Director.

A comprehensive summary of meetings to date can be found in **Appendix D - Project Meetings - PADs**.

# 3. App Design and Testing

# 3a. Provide initial outline of the app including expected features, general design, and functionality.

#### Landscape Analysis

The goal of a landscape analysis is to comprehensively look at the user experience (UX) created by similar services. We can then test these experiences in 1:1 user interviews and community engagement meetings. This allows us to validate design assumptions for a PADS solution based on the UX flows other similar services have constructed.

In our landscape analysis, we looked at the following advance directive and related digital services:

- MedicAlert Foundation
- MyDirectives
- SAMHSA (My Mental Health Crisis Plan)
- SAMHSA (Suicide Safe)
- US Advanced Care and Plan Registry (USACPR)

For each of the above services, we analyzed the user experience, i.e. how a user interacts with and experiences a product, system or service.

- Initial onboarding process
- How a service handles the creation of an advanced directive

We also looked at each service's brand, which includes elements such as:

- Common visual motifs
- Calls to action
- Each service's value proposition
- Copywriting and voice
- Use of color, contrast, etc.

#### **Brief Summary of Landscape Analysis Findings**

MyDirectives and SAMHSA (My Mental Health Crisis Plan) performed the best during our UX audit, scoring favorably for their chunking of information in the PADs forms, as well as their relatively straightforward and minimalist design choices. In particular, MyDirectives attempts to incorporate helpful tips and explainers of complex terminology specific to the AD that is being completed. Additionally, both services made some type of effort to have a unique onboarding and first-time UX, which we feel is an integral part of onboarding new users to a potential PADs product. However, we identified areas for simplification - particularly since our scope can make us more targeted than an all encompassing AD provider like MyDirectives - as well making tips and helpful pointers better integrated into our service than the aforementioned products.

USACPR and MedicAlert scored poorly for the overall information architecture and brand, and USACPR suffered particularly from displaying walls of text to users, as well as no clear 'next step' for users who wanted to get started on creating their ADs. However, MedicAlert's dashboard view seemed like an acceptable model

to pull some inspiration from, with large visual elements that are easily clickable and accessible for less tech-savvy users.

## PADs Template Research

To begin planning for the structure and components of the PAD template that will need to be built into the app, Chorus reviewed existing PADs from the states of California, North Carolina, Washington, Illinois, Texas, and the template created by the Bazelon Center for Mental Health Law. We identified the commonalities in the prompts/questions asked across the documents and categorized them by themes, resulting in the following tentative sections: Statement of Intent, Appointment of Health Care Agent, Mental Health Care Instructions, Physical Health Care Instructions, Other Instructions, and Statement of Witnesses.

While the specifics of the document for the purposes of this project are still to be determined through the stakeholder engagement process, this gives Chorus a starting point as we begin to think through the structure and functionality of the template portion of the app.

The full document can be found in Appendix F - PADs Template Components

#### User Personas and Journeys

To aid in the design of the app and identification of beneficial functionality, it is important for the Chorus design team to understand more about the users for whom the app is being created. In the early stages of a project, this is achieved by developing user personas and journeys. The user personas are composite profiles of archetypal users of the app that include things such as demographic characteristics, information about tech literacy, personality traits, and the potential goals, motivations, and frustrations of the user. User journeys build up on these personas and provide information about how a particular user persona is anticipated to interact with the app being built including identifying different touchpoints, thoughts/feelings, pain points, and opportunities as they navigate the product.

Chorus has created initial draft user personas and has begun to develop user journeys. Chorus will obtain feedback from stakeholders and counties as relevant to continue to refine understanding of the potential users of the app.

The user personas can be found in **Appendix G - PADs User Personas** and the user journeys in **Appendix H PADs User Journeys** 

# 3b. Provide updated "wireframe" (basic mockups without styling) as well as higher-fidelity user interface designs as needed

This work is anticipated to start in the next deliverable period of the project.

# 3c. Establish a plan for user testing and obtaining feedback from stakeholders including qualitative interviews, quantitative user experience surveys as needed.

The purpose of user testing will be to balance the presentation (design) of the PADs application and its functional needs for all the users. The result sets will help determine the level of usability and helpfulness necessary for the PADs application.

The "balance" will be factored by:

- Identifying all user types of the application and user's needs
- Identifying social determinants that may impact the way the PADs application may be utilized by its users, including necessary research to understand key audiences (i.e. demographics or behavioral patterns when consuming or interfacing with digital content)
- Creating test criterions to help measure the ease of use and helpfulness of the designs or features

Measurement of user testing may be conducted to targeted groups or audiences, such as general user testing through user testing services and more importantly through direct peer/stakeholder feedback. Not all user testing may occur at the same time.

# 3d. Summarize feedback including primary themes from interviews and descriptive results from usability measures. Provide documentation of results.

This work is anticipated to start in the next deliverable period of the project.

# 3e. Provide documentation of proposed modifications based on usability testing.

This work is anticipated to start in the next deliverable period of the project.

# 4. App Development

# 4a. Implement designs as functional app modules/screens.

This work is anticipated to start in the next deliverable period of the project.

# 4b. Provide test accounts to project staff to test app.

This work is anticipated to start in the next deliverable period of the project.

# Appendix

Appendix A - Engagement and Template Workflows

- Appendix B Training Development Workflow
- Appendix C Chorus Questions for Stakeholders
- Appendix D Project Meetings PADs
- Appendix E PADs Project Timeline
- Appendix F PADs Template Components
- Appendix G PADs User Personas
- Appendix H PADs User Journeys

# Chorus Innovations: Year End Project Update

# Summary of Work Completed July-December 2022

# 1. Participatory Engagement

#### Initial Planning

Chorus initially identified the following stakeholders whose input we felt tol be vital to the success of the project and we will continue to collaborate with the Counties to identify representatives for these and any other stakeholder groups identified.

- Consumers and family members/friends of consumers
- Peer support workers
- Mental health clinicians, case workers, psychiatrists, health care staff working in a range of settings (e.g. outpatient clinics, crisis teams, emergency/in-patient units, primary care, hospitals)
- County behavioral health departments and their contractors
- Justice system (e.g. law enforcement, probation, jails, courts)
- Disability rights and other relevant advocates
- Legal counsel (e.g. county counsel, defense/district/family dependency attorneys)
- Any others expected to use or be affected by PADs

We also recommended that we hear from individuals representative of the diversity of the user base we anticipate for the PADs Platform. We will partner with the Counties to keep these populations in mind when recruiting stakeholders to participate in the project.

- Veterans
- LGBTQIA+
- Black/African American
- Latino
- Rural
- Members of the threshold language communities
- Range of ages
- Any other relevant sub-populations identified by our partners

Finally, we presented the following structure to the Counties as an **option** for how to organize the stakeholder engagement process for this project and will continue conversations with them as we move forward to determine what best suits the needs of all involved in the project:

#### **Executive/Advisory Committee**

- County reps, peers, families, legal experts
- Ideally 15-20 people
- Able to advise on bigger issues (larger systemic considerations)
- Help to guide workgroup process and engage in decision making regarding the information obtained from workgroups and subcommittees
- Bi-monthly meetings at least to start

#### Stakeholder Workgroup

- Reps from all counties, peers, families, and all other stakeholder groups
- This will be a much larger group (up to 50 people)
- 60-90 minute meetings? Longer?
- Inform and direct topics/organization of subcommittees
- Receive status updates on progress of topic-focused subcommittees
- Place to surface main themes, particularly those that are cross cutting multiple domains and/or outside of the purview of Chorus' work.
- Meet monthly to begin

#### Subcommittees/Subworkgroups

- Membership would depend on the topic could be organized by role/profession, stakeholders involved in a certain part of the process, or particular topic
- Smaller groups of 15-20 people
- Provide more focused and specific feedback around a certain topic, process, or from a particular perspective
- Number and frequency of meetings TBD dependent on the subject matter. Subcommittees typically meet regularly for a discrete period resulting in specific recommendations to the workgroup

#### **Community Share-Outs**

- Attended by anyone with interest in, and who will possibly be impacted by, the project
- Large group, potentially 100-200 people
- Forum to share project updates/direction to the larger community for transparency and to allow opportunity for feedback from those who are not as directly involved in the project
- Meet quarterly or bi-annually

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, the *exact* format above may not be realistic. Flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

Chorus also met individually with all Counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.

- All counties have chosen for the initial implementation to either be within programs that are directly-operated or operated by contractors with whom the county has positive/supportive working relationships.
- Several counties raised the issue of access to PADs for first responders in rural areas that may have unreliable cell/internet access. This will be important to discuss with relevant stakeholders to think through what alternatives may be available/preferred.

## **Engagement Workflows**

In collaboration with Concepts Forward Consulting, we developed a draft high-level workflow that summarized the stakeholder engagement process broadly and a workflow focused more specifically on the process of developing the PAD template and training and how stakeholder engagement is incorporated into those processes. These workflows were shared with project subcontractors for feedback and will be shared with the Counties in early 2023.

#### Subcontractor Collaboration on Engagement

Chorus met with Painted Brain/CAMHPRO, Idea Engineering, and Concepts Forward Consulting on December 22nd to strategize regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and a proposed structure to engagement meetings and workgroups. Key points from the meeting included:

- The importance of making sure the appropriate support and procedures are in place during engagement sessions given the sensitive subject matter related to PADs and the possibility that some people, due to their own lived experience or that of people they know, may be triggered during discussions.
- Clarity regarding the engagement activities each subcontractor needs to effectively incorporate stakeholder feedback into deliverables.
- Discussion regarding format of listening sessions vs. workgroups including distinguishing their different intents/purposes and how each could be utilized in this project.
- Agreed timeline to start listening sessions with peers, first responders/hospitals, and family members in mid-late February.

## 2. Project Management

During this period, Chorus built out the project team including a Senior Program Manager, a Product Manager, a Community Engagement Manager, a Lead Designer, and a Lead Solutions Architect.

In consultation with Project Lead, Kiran Sahota, and the other subcontractors on the project, we drafted an initial project timeline that outlined various implementation and dissemination tasks. In a meeting on December 5th hosted by Chorus and attended by all project subcontractors, the group reviewed deliverables in more detail and began refining the timeline. The group discussed interdependencies of deliverables, corresponding engagement activities, and action items for the Counties. This resulted in clarification of the timeline for the next two months (December 2022 and January 2023) and the group committed to continue to define the timeline for the first two quarters of 2023 in the January 2023 subcontractor meeting.

Chorus is prioritizing the following during December 2022 and January 2023:

- Create question guides for stakeholder meetings in collaboration with other subcontractors.
- Complete landscape analysis of existing advance directive products.
- Develop draft user personas and journeys.
- Research and develop draft product requirements.

- Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.
- Begin developing wireframe of PAD template that shows basic structure.
- Begin developing wireframe of Training Toolkit that shows basic structure.
- Initial planning around data governance strategy, security & information security requirements.

# 3. Discovery and Planning

#### Foundational Background Research

Chorus conducted market research to build foundational knowledge regarding existing technologies that support the use of PADs and PADs implementation efforts in other states and nationally. This was helpful to get a more robust understanding about barriers and potential solutions to implementation that Chorus, and the larger project team, should consider as we proceed with the current project. For example, Substance Abuse and Mental Health Services Administration (SAMHSA) convened an expert panel on PADs in 2018 and created a guide providing background and practical information to those interested in promoting the use of PADs. They also developed an app, My Mental Health Crisis Plan, allowing a person to create and store a PAD on their smartphone. In using the app, we identified both strengths and potential areas for improvement to consider as we plan our design and functionality.

In conducting a review of PADs implementation in other states, at least two other states, Colorado and Virginia, were found to have some level of digital support for PADs. Colorado has a state website dedicated to PADs which includes background info, training materials, and an FAQ. They also appear to be in the process of building an online web portal which would serve as a place to enter and store PADs. At this time it was not accessible to further assess functionality. Virginia also has a dedicated website for PADs that has educational info on how to create a PAD and what to do with it once it is created. They have a state registry that allows the public to upload and view a copy of their completed PAD. Others can access an individual's PAD, but only if they have a specific registration number.

Overall, this market research surfaced barriers to successful implementation of PADs that we believe have the capacity to be addressed through technology solutions. It will be crucial to think through, and address to the greatest extent possible, the following barriers as we consider the design and features of our app:

- Content of PADs not focused on psychiatric health and instructions to help in a MH crisis.
- Confusing and long PADs templates, perception that they are cumbersome and time consuming.
- Difficulty verifying validity of the document.
- Lack of a single portal for the storage, access to, and retrieval of a PAD. Individuals have a hard time keeping track of a hard copy document in times of crisis and law enforcement, hospitals, and other health care professionals often cannot access an individual's PAD during a mental health crisis.
- Persons appointed as healthcare agents are unaware of the PADS, are unaware of their responsibilities, and have limited experience navigating emergency settings and communicating with clinicians. This potentially inhibits their ability to be effective advocates.

#### Landscape Analysis

The goal of a landscape analysis is to comprehensively look at the user experience (UX) created by similar services. We can then test these experiences in 1:1 user interviews and community engagement meetings. This allows us to validate design assumptions for a PADs solution based on the UX flows other similar services have constructed.

In our landscape analysis, we looked at the following advance directive (AD) and related digital services:

- MedicAlert Foundation
- MyDirectives
- SAMHSA (My Mental Health Crisis Plan)
- SAMHSA (Suicide Safe)
- US Advanced Care and Plan Registry (USACPR)

For each of the above services, we analyzed the user experience, i.e. how a user interacts with and experiences a product, system or service.

- Initial onboarding process
- How a service handles the creation of an advanced directive

We also looked at each service's brand, which includes elements such as:

- Common visual motifs
- Calls to action
- Each service's value proposition
- Copywriting and voice
- Use of color, contrast, etc.

#### **Brief Summary of Landscape Analysis Findings**

MyDirectives and SAMHSA (My Mental Health Crisis Plan) performed the best during our UX audit, scoring favorably for their chunking of information in the PADs forms, as well as their relatively straightforward and minimalist design choices. In particular, MyDirectives attempts to incorporate helpful tips and explainers of complex terminology specific to the type of AD (medical or psychiatric) that is being completed. Additionally, both services made some type of effort to have a unique onboarding and first-time UX, which we feel is an integral part of onboarding new users to a potential PADs product. However, we identified areas for simplification - particularly since our scope can make us more targeted than an all encompassing AD provider like MyDirectives - as well making tips and helpful pointers better integrated into our service than the aforementioned products.

USACPR and MedicAlert scored poorly for the overall information architecture and brand, and USACPR suffered particularly from displaying walls of text to users, as well as no clear 'next step' for users who wanted to get started on creating their ADs. However, MedicAlert's dashboard view seemed like an acceptable model to pull some inspiration from, with large visual elements that are easily clickable and accessible for less tech-savvy users.

#### PADs Template Research

To begin planning for the structure and components of the PAD template that will need to be built into the app, Chorus reviewed existing PADs from the states of California, North Carolina, Washington, Illinois, Texas, and the template created by the Bazelon Center for Mental Health Law. We identified the commonalities in the prompts/questions asked across the documents and categorized them by themes, resulting in the following tentative sections: Statement of Intent, Appointment of Health Care Agent, Mental Health Care Instructions, Physical Health Care Instructions, Other Instructions, and Statement of Witnesses.

While the specifics of the document for the purposes of this project are still to be determined through the stakeholder engagement process, this gives Chorus a starting point as we begin to think through the structure and functionality of the template portion of the app.

#### User Personas and Journeys

To aid in the design of the app and identification of beneficial functionality, it is important for the Chorus design team to understand more about the users for whom the app is being created. In the early stages of a project, this is achieved by developing user personas and journeys. The user personas are composite profiles of archetypal users of the app that include things such as demographic characteristics, information about tech literacy, personality traits, and the potential goals, motivations, and frustrations of the user. User journeys build up on these personas and provide information about how a particular user persona is anticipated to interact with the app being built including identifying different touchpoints, thoughts/feelings, pain points, and opportunities as they navigate the product.

Chorus has created initial draft user personas and has begun to develop user journeys. The user personas created are representative of the main groups of users we anticipate accessing the platform and include those of a consumer/client/person served, a trusted healthcare agent/family member, a Peer Specialist, a police officer, a mobile crisis team clinician, and a psychiatrist. Chorus will obtain feedback from stakeholders and counties as relevant to continue to refine understanding of the potential users of the app.

# App Feature and Design Planning

In beginning to conceptualize features of the app, we have initially been thinking about two main user groups those who need to participate in the creation of the PAD and those who will need to access it once it is created. The features listed below will be revised and expanded as additional feedback is obtained through stakeholder engagement process.

Anticipated features include:

- Navigable access to tool-box resources or educational materials
- Ability to review, revise and distribute the PADs form.
- Considerations for version control, providing users the ability to review past versions of the PADs form.
- Ability to facilitate electronic signatures.

Basic Requirements:

- An editable PAD form.
  - $\circ$   $\;$  Ability to navigate and edit sections of the form.
  - Ability to asynchronously modify sections of the form.
  - Ability to save a user's form progress and continue at a later time.
- Ability to verify identity of the user creating/editing/accessing the PAD.
- Access for trusted healthcare agent (e.g. family member, friend, caregiver).
- Entities such as law enforcement, mobile crisis teams, hospitals, etc. need access to the platform and a way to verify credentials/affiliations when registering professionals/entities would be needed
- Way to associate the client/consumer and their PAD with the entities that need access (e.g. the client/consumer could choose to give the local hospital or mental health clinic access)?
  - Ability for the client/consumer to invite/choose to permit certain planned access (professional or non-professional)
  - Mechanism for emergency/unplanned access (probably limited to professionals)
- Customized view of PADs information based on role (e.g. the information law enforcement or a mobile crisis team may need to see to help de-escalate an immediate crisis will likely differ from the information the hospital needs to see in order to administer ongoing treatment).
- Additional requirements to be identified and explored during the stakeholder engagement process.

We have also begun to think through how to handle the storage and access of training documents and content on the app and will be partnering closely with Painted Brain/CAMHPRO and Idea Engineering (who will be developing the content), the Counties, and stakeholders regarding the most useful ways to display and incorporate the following content:

- Informational videos in nine languages
- Print material in seven languages (two languages do not have a written language)
- Standardized training videos on how to complete PADs
- PADs "tool-kit" for county/county contracted providers to use in the future

# Work Projected for January-June 2023

Chorus is planning, in collaboration with Painted Brain/CAMHPRO and Idea Engineering, for stakeholder engagement meetings to begin in January 2023, initially focused on the template development. It is anticipated that this process will continue through the spring. We will be working with the Counties to ensure relevant stakeholders are convened to provide feedback and suggestions regarding the template document and the functionality of the platform. Chorus will also participate in the project's Template Subcommittee.

Simultaneously, Chorus plans to further define the product requirements and begin the creative phase by designing wireframes. The wireframes will serve as the blueprint for the applications essential interface including core functionality and user flows. Analogous to an actual blueprint, the wireframes' focus is around the utility of the app rather than specific design aesthetics (which comes at a later time). The wireframes will also be shared with the Counties and relevant stakeholders for feedback and refinement. Chorus will partner with Idea Engineering regarding branding to ensure that the resulting look and feel of the project and the platform are cohesive and reflect stakeholder feedback.

Once wireframes are approved and finalized, Chorus will continue the creative phase through Art Direction (or Visual Design) and Production Design. These phases will begin incorporating the branding elements from Idea Engineering's branding efforts. Through another iterative approach of reviews and approvals the creative phase will transition into the actual programming or build of the application. Depending on the rate of progress, Chorus anticipates the Build Phase to start in June and continue into the 3rd quarter of 2023. The build phase will either prioritize prototypes of key components or an actual alpha/beta version of the PADs application.



#### PADs Template Development Workflow

#### **Stakeholder Recruitment**

#### County PADs Staff

- •Identify people from key stakeholder groups to contact (Peers, Family Members, First Responders, Hospital Staff, Behavioral Health Staff, Others as relevant)
- •Send out recruitment flyers and project one-pager
- •Schedule initial information sessions to identify interest in ongoing participation in stakeholder process, please include reps from subcontractors
- Everyone
- •Co-develop plan for engagement meetings (when, where, who)
- •Develop questions to generate needed feedback from stakeholders

# Stakeholder Engagement

#### County PADs Staff

•Facilitate scheduling of general stakeholder meetings (include subcontractors) and identify county staff to participate and support

•Painted Brain/CAMHPRO

•Gather info about the elements stakeholders see as vital to include/exclude

Idea Engineering

•Gather info re: the functionality needed in a PDF version

#### Chorus

 Gather info about functionality desired from online version of PADs template, get feedback re: potential features of app/website

#### Template Development

#### County PADs Staff

•Convene workgroup of stakeholders interested in working specifically with the counties and subcontracts on the template, incorporating feedback from the general stakeholder meetings

#### •Painted Brain/CAMHPRO

•Lead workgroup to finalize draft of elements to be included in CA PADs

•Idea Engineering

•Develop draft of PDF PADs template

•Chorus •Develop wireframes/mockups of online PADs template

#### Stakeholder Engagement

Review draft versions of the PADs templates (PDF and online) with stakeholders to ensure initial feedback was appropriately captured.
Obtain additional feedback

#### **Design Iteration**

#### •Idea Engineering & Chorus

•Based on feedback received from Painted Brain/CAMHPRO as they support the piloting of the template and ongoing stakeholder engagement meetings as needed, continue to iterate and improve on the design of the PDF and online PADs templates

#### **Pilot the template**

#### •Idea Engineering & Chorus

- Finalize initial versions of PDF and online PADs template
- County PADs Staff & Painted Brain/CAMHPRO
- •Work with counties and their priority populations on piloting use of PDF and online PADs templates

#### PADs Training Development Workflow

#### Stakeholder Recruitment

County PADs Staff

Identify people from key stakeholder groups to contact (Peers, Family Members, First Responders, Hospital Staff, Behavioral Health Staff, Others as relevant)
Send out recruitment flyers and project one-pager
Schedule initial information sessions (please include subcontractors) to identify interest in ongoing participation in stakeholder process

#### Everyone

Co-develop plan for engagement meetings (when, where, who)
Develop questions to generate needed feedback from stakeholders

#### Stakeholder Engagement

•County PADs Staff •Facilitate scheduling of stakeholder meetings (include

subcontractors) and identify county staff to participate and support

- Painted Brain/CAMHPRO
   Get feedback re: the information stakeholders see as most crucial to include in the training materials
- Idea Engineering
   Gather info pertaining to the format/development of training materials
- •Chorus

•Gather info about functionality desired within the platform as it pertains to training videos, tips, etc.

#### **Training Development**

#### •Painted Brain/CAMHPRO

- •Identify any gaps in existing training materials based on stakeholder feedback.
- •Partner with Idea Engineering on additional training content development

#### Idea Engineering

- •Coordinate with Painted Brain/CAMHPRO re: training material needing to be developed
- Begin production

#### •Chorus

•Develop wireframes/mockups that demonstrate how training information will be incorporated into platform

#### **Stakeholder Engagement**

- •Get feedback on training as determined appropriate by Painted Brain/CAMHPRO and Idea Engineering
- Chorus to get feedback on wireframes/mockups

#### **Begin Training**

• Painted Brain/CAMHPRO

•Begin training with counties, peers, etc.

#### •Idea Engineering

Produce training videos and related materials

#### •Chorus

Incorporate training materials into platform

#### **Design Iteration**

• Based on feedback received from Painted Brain/CAMHPRO as they support the training efforts and ongoing stakeholder engagement meetings as needed, continue to iterate and improve on the training materials and accessilbity/fuctionality of the materials on the platform

Meeting Date	Туре	Attendance	Summary of Discussion Topics
10/3/22	County Engagement - Orange County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Daniel Gibbs, Jackie Salagubang, Maria Gonzalez. Flor Yousefian Tehrani, Negar Doroudian	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for enagement, partnership between county and Chorus
10/3/22	County Engagement - Monterey County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Tawnya Majeski, Jon Drake, Wes Schweikhard, Cesar Anaya	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for enagement, partnership between county and Chorus
10/5/22	County Engagement - Mariposa County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Jinger Feuerstein, Laura Glenn	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for enagement, partnership between county and Chorus
10/5/22	County Engagement - Fresno County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Erin Chan-Golston, Ahmad Bahrami	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for enagement, partnership between county and Chorus
10/5/22	County Engagement - Tri- City	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Amanda Colt	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for enagement, partnership between county and Chorus
10/5/22	County Engagement - Shasta County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Melissa Field	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for enagement, partnership between county and Chorus
10/6/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Dan Siconolfi, Jinger Feuerstein, Erinn Chan-Golston, Flor Yousefian Tehrani, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Melissa Field	Peer contractor update, project timeline, discussion of priority populations and stakeholders, Chorus report out of meetings with counties, discussion re: purpose of this meeting going forward
10/7/22	Chorus & BBI	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western	Debrief re: county meetings, discussion of coordination between Chorus and BBI and next steps
10/20/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Charles Samuel Western, Kiran Sahota, Dan Siconolfi, Erinn Chan-Golston, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Melissa Field, Alejandra Valencia, Jeanne Spencer, Lynn Rumfelt, Luis Garcia, Wes Schweikhard, Thi Nguyen	Updates to project website, search for PAD SME to join project, update on peer contract, feedback on meeting structure, PAD training, language re: peers, next steps re: community engagement, review of proposed timeline document
10/20/22	Tri-City PAD Info Meeting	Amanda Colt, Kiran Sahota, Gail DiRaimondo, Billy Dinh, Boid Buie, Shawn Smith, Jay Alvarado	Presentation to law enforcement representatives about project - Q&A
10/24/22	Project Management	Gail DiRaimondo, Armen Arevian, Bowen Chung, Kiran Sahota	Contracting updates, search for SME re: PADs, strategies re: county workgroup meeting agenda, SharePoint, setting up subcontractor meeting
11/1/22	Chorus & Idea Engineering	Gail DiRaimondo, Brian Lee, Jeanne Spencer, Alejandra Valencia	Intros, project management, stakeholder engagement needs/plan
11/3/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Courtney Case, Erinn Chan- Golston, Flor Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Salagubang, Maricel Gibson, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Thi Nguyen, Jinger Feuerstein, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Rayshell Chambers, Gaby Garcia, Princess Kazinski, Tristan Scremin	Introduction and overview of Painted Brain/CAMHPRO, review of project one-pager and flyer created by IE, actio steps
11/7/22	Project Management	Gail DiRaimondo, Armen Arevian, Bowen Chung, Kiran Sahota	Creation of workflows for county, planning for in-person Dec subcontractor meeting, discussion re: evaluation process, update on PADs SME search and connection to hospital association
11/8/22	Subcontractor Mtg	Gail DiRaimondo, Brian Lee, Bowen Chung, Princess Kosinski, Gaby Garcia, Tristan Scremin, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Dan Siconolfi, Nicole Eberhart, Courtney Kase, Gary Shaheen, Jeanne Spencer, Alejandra Valencia	Discussed meeting purpose, planning for 12/5 in-person meeting, reviewed template development and stakehold engagement workflows, action steps
11/10/22	Chorus and Painted Brain/CAMHPRO	Gail DiRaimondo, Armen Arevian, Brian Lee, Princess Kosinski, Tristan Scremin, Andrea Wagner, Kevin Freitas	Introductions, orientation to roles on project, discussion re: collaboration
11/16/22	Chorus & BBI	Gail DiRaimondo, Gary Shaheen, Charles Samuel Western	Discussed Chorus' participation in education/engagement and then in training down the line and aspects that BBI wants to evaluate

11/17/22	County Workgroup	Gail DiRaimondo, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Dan Siconolfi, Erinn Chan-Golston, Lisa Crossley, Flor Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Salagubang, Negar Doroudian, Marisol Gibson, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Shannon Castro, Jinger Feuerstein, Luis Garcia, Melissa Field, Shawna Flanigan, Erin Pillsbury, Katy Sommerfeld, Kevin Freitas, Gaby Garcia, Princess Kazinski, Tristan	Update re: connection to law enforcement and hospitals, update on Painted Brain/CAMHPRO's meetings with counties, review of project one-pager and flyer created by IE, update on subcontractor meeting planned for 12/5, discussion of potential subcommittees
11/21/22	Project Management	Gail DiRaimondo, Armen Arevian, Bowen Chung, Kiran Sahota	Planning for subcontractor meeting on 12/5 - agenda, how to organized discussion, reviewed Figma
11/29/22	Chorus & Idea Engineering	Gail DiRaimondo, Jeanne Spencer, Alejandra Valencia	Reviewed/discussed Figma for 12/5 meeting, discussed coordination between IE and PB/CAMHPRO re: training etc.
12/1/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Jannet Sanchez, Gary Shaheen, Kiran Sahota, Dan Siconolfi, Erinn Chan-Golston, Lisa Crossley, Flor Yousefian Tehrani, Maria Gonzalez, Negar Doroudian, Marisol Gibson, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Jinger Feuerstein, Melissa Field, Erin Pillsbury, Katy Sommerfeld, Kevin Freitas, Gaby Garcia, Princess Kazinski, Tristan	Threshold languages, Update on OC engagement with law enforcement, review of project one-pager and flyer created by IE and website updates, in-person meeting in March
12/5/22	Subcontractor Mtg	Gail DiRaimondo, Brian Lee, Jannet Sanchez, Armen Arevian, Bowen Chung, Princess Kosinski, Gaby Garcia, Eder Garcia, Tristan Scremin, Savannah Thomas, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Corinita, Dan Siconolfi, Nicole Eberhart, Courtney Kase, Gary Shaheen, Nanette Goodman, Jeanne Spencer, Alejandra Valencia	Chorus presented landscape analysis of existing PAD/AD tools, review of contract deliverables and plotting of deliverables on timeline, discussion re: stakeholder engagement strategy, discussion re: scope of evaluations, discussion re: training needs
12/15/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Jannet Sanchez, Gary Shaheen, Kiran Sahota, Alejandra Valencia, Jeanne Spencer, Dan Siconolfi, Erinn Chan-Golston, Lisa Crossley, Flor Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Salagubang, Maricel Gibson, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Jessica Hunt, Genell Restivo, Nicole Carroll, Wes Schweikhard, Shannon Castro, Jinger Feuerstein, Andrea Wagner, Katy Sommerfeld, Gaby Garcia, Princess Kazinski, Tristan	Report out re: subcontractor mtg on 12/5, discussion about planning for stakeholder enagement in January - starting with template and marketning, county action items, Updates on March convening and interpretation/translation services
12/22/22	Engagement Strategy Mtg	Gail DiRaimondo, Bowen Chung, Jannet Sanchez, Princess Kosinksi, Gaby Garcia, Savannah Thomas, Andrea Wagner, Katy Sommerfield, Kevin Freitas, Jeanne Spencer, Alejandra Valencia, Kiran Sahota, Coronita Reyes	Strategized regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and discussed a proposed structure to engagement meetings and workgroups.

Chorus - Initial questions for Stakeholder Groups

# Peers

- Have you used a PAD/AD before?
  - Yes what was your experience like?
  - No any particular reason why not?
- What comes to mind when you think about PADs? What are your impressions of the document and process of completing one?
- What kind of information do you wish professionals could have about your needs and preferences during a moment of crisis or when needing treatment?
- Have you used MyDirectives/SAMHSA before?
  - Yes what was your experience like?
  - No any particular reason why not?
- What would deter you from using PAD technology?
- What would make you more inclined to use PAD technology?

Trusted Advocate/Health Care Agent (family members/friends)

- How do you currently advocate for/support people to make decisions regarding their mental health?
- What would make it easier/harder for you to be an effective advocate?
- What are the best ways to involve [consumer?] in planning for their mental care/support?
- What do you wish law enforcement/crisis team/hospital/outpatient clinic knew about [consumer]?

Questions for all first responders, hospitals, treatment providers

- Have you ever encountered someone who had a PAD before? If so, what was your experience like?
- When you are working with someone experiencing a mental health crisis, what type of information would it be most helpful for you to have in order to have a more effective interaction or provide treatment?
- What are your current challenges when using new technology in your line of work?
- What would deter you from using a PAD technology?
- What would make you more inclined to use a PAD technology?
- Do you have any thoughts or concerns about how accessing a PAD could fit into your current workflows?
- Are there any unique scenarios you encounter during the course of your work as it pertains to how/when you would access a PAD of which we should be aware?
- Do you feel that any topic or issue about PADs has not been addressed?

Law Enforcement

- Thoughts about incorporating PADs information into CLETS?
  - Who would need to be involved in that decision making process and the actual integration of the technology?

First Responders (Field-based teams)

- If you often work in rural or other areas that do not have adequate internet access, how do you typically
  access information in the field?
  - Thoughts/suggestions around the most convenient/realistic ways to obtain information from the PADs app/website when working in an internet "dead zone"?
    - Possible suggestions: through dispatch, way to download and save and/or print for offline use

The slip s					
Tin	neline		Q1 2023		
		January	February	March	
Project Meetings					
	Painted Brain/CAMHPRO	coord. + threshold languages Distribute info materials		Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	
Stakeholder Engagement	Idea Engineering	Continue brief conversational interviews with range of stakeholders: Peers, professionals, family members; all counties Participate in stakeholders sessions			

	Chorus	Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.	
	CFC/Counties		
	Painted Brain/CAMHPRO		
	Idea Engineering		
PAD Template Development	Chorus	Develop wireframe of PAD template that shows basic structure.	
	CFC/Counties		
Training Creation & Delivery	Painted Brain/CAMHPRO	Research & review current PADs training curriculum and implementation within peer communties (i.e. practical application)	
Creation & Denvery	Idea Engineering		

	Chorus	Develop wireframe of Training Toolkit that shows basic structure.	
	Chorus		
	CFC/Counties		
Branding and	Painted Brain/CAMHPRO		
Project Communications	Idea Engineering		
	Chorus		
	CFC/Counties		
	Painted Brain/CAMHPRO		
	Idea Engineering		
PADs Platform Development	Chorus	Initial planning around data governance strategy, security & information security requirements	
	CFC/Counties		

Evaluation - Process and Implementation	RAND	Develop Faciliator training evaluation protocol - Pre/Post-Survey with PADs Facilitators Develop Facilitator training evaluation protocol - Focus Groups with PADs Facilitators	
Evaluation - Platform	BBI	Develop coordinated schedule of site visits with Chorus & PB/CAMHPRO Attend/observe Chorus meetings and PB/CAMHPRO trainings Identify prospective County and 1st cohort stakeholder interview participants	

Statement of Intent
Legal language re: purpose/intent of the document (Baz, NC, WA)
Itemized list of what information is/isn't included in the document (Baz)
Appointment of Health Care Agent
Designation of Health Care Agent and Alternate(s) (CA, Baz, NC, WA)
Agent's and alternate's acceptance of designation, including signature (Baz)
Definition of Authority Granted (CA, Baz, NC, WA)
Option to specify limits to scope of what HCA can decide (CA, NC, WA)
Court Appointed Conservator (CA, Baz)
Mental Health Care Instructions
Who to notify upon admission to psychiatric facility? (CA, Baz, NC)
Individuals permitted to and prohibited from visiting (CA, Baz, WA)
Choice of treatment facilities (CA, Baz, NC, WA)
Primary physician for MH Care (CA, Baz, NC, WA)
Alternate physicians for MH Care (CA, Baz, WA)
Physicians NOT to be treated by if hospitalized (CA, Baz, WA)
Other preferred MH treatment providers (WA)
Methods for avoiding emergency situations (CA, NC, WA)
Choices for emergency interventions (CA, Baz, WA)
Choices for routine psychiatric medications (both those desired and not desired, also side effect concerns) (CA, Baz, NC, WA)
Choices for emergency psychiatric medications (CA)
Choices regarding electroconvulsive therapy (CA, Baz, NC, WA)
Preference for alternatives to hospitalization (WA)
Physical Health Care Instructions
Primary physician for medical care (CA)
Statement of desires, special provisions, and limitations (CA)
Choices re: experimental studies and drug trials (CA, Baz)

Instructions for life saving treatment (CA)

Choices regarding contribution of anatomical gift/organ donation (CA, NC)

Instructions re: Autopsy (CA)

# Other Instructions

Care and Temporary Custody of Children + Alternates (Baz)

Preferences regarding revocation or termination of the PAD, duration of PAD (Baz, WA)

Preferences or instructions about personal affairs (e.g. care of pets, bill payment, household, notification of employer) (WA)

Statement of Witnesses

Space for two signatures required in CA (CA, Baz, NC, WA)

Notary Option - in CA if not possible to get witness signatures (CA, Baz, NC)

Links to full forms: Bazelon Center Template CA Template NC Template WA Template

Examples of much more succinct forms, which include the bare minimum from options above:

IL Template

TX Template

Peer - Richard	Onboarding	PAD Creation	Sharing	Editing & Updating
Actions	Reviews training tool-kit	Complete the PAD template	Shares the PAD with trusted individuals/health care agent, gets individuals to sign the PADs/notary	Return to the PAD to make changes to information after it is signed
Touchpoints	Training Videos, Training FAQ, other training docs created	PAD template, reference back to training/instructional material	PAD template and mechanism to get signatures and share with others	PAD template and mechanism to get signatures and share with others
Thoughts	<ul> <li>Pain <ul> <li>Can I trust this?</li> <li>Am I going to understand this?</li> <li>Is it going to take a lot of time?</li> <li>I don't want to think about times when I'm not doing well</li> </ul> </li> <li>Gain <ul> <li>Completing this is going to help me</li> <li>I want to have people respect my wishes</li> </ul> </li> </ul>	<ul> <li>Pain <ul> <li>This is a lot to think through</li> <li>I don't have time for all of this right now</li> <li>I'm not sure what all of this means/is asking for</li> </ul> </li> <li>Gain <ul> <li>It's helpful to think through these things now, when I'm feeling good</li> <li>This is really thorough and I feel like I have a better chance to have a less bad experience next time I'm in crisis</li> </ul> </li> </ul>	<ul> <li>Pain <ul> <li>I put a lot of work into this, how will others know to look at it?</li> <li>I'm not so sure I want EVERYONE seeing EVERYTHING I wrote in here</li> <li>The person I'm listing as my health care agent is busy, how am I going to get them to sign this?</li> </ul> </li> <li>Gain <ul> <li>I feel better having completed this.</li> <li>I'm glad others will have a copy of this to advocate for me when I'm not doing well</li> </ul> </li> </ul>	<ul> <li>Pain <ul> <li>I hope I can figure out how to edit this without messing it all up.</li> <li>I'm going to have to bother people for signatures again.</li> </ul> </li> <li>Gain <ul> <li>I'm glad I can update this without doing the whole thing over again.</li> <li>I'm glad I can make changes as I learn what helps me the most when I'm in crisis</li> </ul> </li> </ul>
Feelings	Anxious, overwhelmed, apprehensive	Overwhelmed, confused, but maybe hopeful	Accomplished, hopeful, relieved, nervous (about sharing out their personal information)	Mostly happy, a little worried
Pain Points	Attending to videos or other complicated instructions	Completing the amount of information that is being asked for Difficulty coming up with all of the answers in one sitting	Trusting that the system will protect their information, share it per their wishes How will others, who aren't necessarily known in advance, know to access this when I'm in crisis?	Returning to something that was completed/done and needing to change only a few things within a large form.
Opportunities	<ul> <li>Create welcoming experience</li> <li>Develop easily accessible/digestible training info</li> </ul>	<ul> <li>Make sure the doc is saveable and people can complete over time</li> <li>Organize/display the information in a way that is least overwhelming</li> <li>Make it clear what is required vs. optional</li> <li>Create pathways to easily refer back to training and consider incorporating tips along the way in the template.</li> </ul>	<ul> <li>Create user-friendly way to share the PAD for signatures</li> <li>Develop user roles that tailor the information viewable in one's PAD to only what is relevant to the receiver/viewer. Make this transparent.</li> <li>Allow the PAD to be shared via email and/or QR code</li> <li>Option to print</li> </ul>	<ul> <li>Make it easy to find/search for the section(s) one wants to edit.</li> <li>Save and make viewable past versions of the PAD for reference in case mistakes are made.</li> <li>Create user-friendly way to share the PAD for signatures</li> </ul>

Trusted Advocate/Healthcare Agent - Diane	Onboarding	Designation as Healthcare Agent	Access	Editing & Updating
Actions	Reviews training tool-kit	Signature and Receipt of Copy	View completed PAD	Signature and Receipt of Copy
Touchpoints	Training Videos, Training FAQ, other training docs created	PAD template, signature feature	PAD template	PAD template, signature feature
Thoughts	<ul> <li>Pain <ul> <li>I don't have a lot of time to go through training about this</li> <li>Am I going to remember how to use this in a crisis?</li> <li>What am I legally required to do?</li> </ul> </li> <li>Gain <ul> <li>I'm glad there's something I can look at on my own time to see how this works</li> </ul> </li> </ul>	<ul> <li>Pain <ul> <li>This is a big responsibility and puts pressure on me to do the right thing for Richard</li> <li>There is a lot of information included here, it's a bit overwhelming</li> <li>I better not have to try to sign my name in a tiny box on my phone.</li> </ul> </li> <li>Gain <ul> <li>I'm glad to be able to help Richard and to know what his wishes are</li> <li>Relieved there is a place where this document is stored so I don't have to keep track of it among all my other papers/documents</li> </ul> </li> </ul>	<ul> <li>Pain <ul> <li>I just got a call from the emergency room about Richard, how do I access his PAD??</li> </ul> </li> <li>Gain <ul> <li>I'm so glad I have something to refer to ask they are asking me to make decisions about his treatment.</li> </ul> </li> </ul>	<ul> <li>Pain <ul> <li>I thought I already signed this?</li> <li>What has changed?</li> </ul> </li> <li>Glad to see Richard is keeping this updated so it's accurate should I ever need to use it on his behalf</li> </ul>
Feelings	Overwhelmed, optimistic	Overwhelmed, grateful	Stressed, worried for loved one	Content
Pain Points	Having too much content to review or content that is not relevant to the role of a healthcare agent	Might need to review it in more than one sitting and lost track of where she left off. Uncertainty about how to access again in the future when it's needed.	It's been months since she last looked at/interacted with the PAD app and now she needs to navigate it urgently. She needs to be able to find specific information quickly	Trying to figure out what has changed.
Opportunities	<ul> <li>Create dedicated training section for the healthcare agent so they can focus in on what is most relevant to them. (Can explore other sections if so inclined).</li> <li>Include both video and written explanations of the role of the healthcare agent</li> </ul>	<ul> <li>Mechanism to track review status of the healthcare agent in case they need to leave and come back</li> <li>Accessible (big and simple) signature mechanism</li> <li>Clear instructions on how to access it in the future.</li> <li>A mechanism for access that doesn't rely on an email or code you were sent months/years ago</li> </ul>	<ul> <li>Create easy and intuitive way for the healthcare agent to access the PAD</li> <li>Clear organization of information in the PAD for quick access, possibly with a way to search for something specific</li> <li>Quick reminder/tips on how to use the app for urgent situations.</li> </ul>	<ul> <li>Develop a way to highlight areas were changes were made so the healthcare can easily identify what needs to be re-reviewed before signing.</li> </ul>

# Peer - Richard

- Demographics
  - Age: 52
  - Occupation: Not employed, receiving disability benefits
  - Education Level: Some college
- Profile
  - Richard is single. He has a sister who lives in the area and they see each other every few months. He has a couple friends who he sees every few weeks and a treatment team that checks on him at least weekly. He was diagnosed with bipolar disorder when he was 32 after struggling for several years with maintaining employment and interactions with the legal system. He has been psychiatrically hospitalized 8 times, most recently three months ago. He has been on and off medications for the last two decades and more recently has found a combination that works for him, but at times still feels like the medication slows down his ability to think/process things. His housing has been pretty unstable over the last few years and he is currently unemployed.
- Daily Tech Interaction
  - Richard has a cell phone with limited data. The place where he is staying currently has internet and a computer, but it is shared with others. Sometimes he goes to the library down the street to use the computer to look for jobs etc. He mostly uses the internet to get information about employment, housing, and to look at news/sports related sites/apps.
- Goals
  - $\circ$   $\,$  To find and maintain a part-time job  $\,$
  - To get his own apartment
  - To stay out of the hospital
- Motivations
  - Richard is motivated to increase his stability and gain more independence in his life.
- Frustrations
  - Struggles to process complex instructions. If he sees too many steps or too many words, he is likely to get distracted and/or give up.
  - Often gets frustrated by the mental health system due to how hard it can be to navigate and, more recently, because his case worker keeps changing every few months.
  - He has had negative experiences in the past when hospitalized and at least a few of the times felt he was worse off following the hospitalization than before he went in.

# **Trusted Advocate/Health Care Agent - Diane**

- Demographics
  - Age: 50
    - Occupation: High School Teacher
    - Education Level: College
- Profile
  - Diane is divorced and has two children. Between teaching at the high school and managing everything going on with her high school-aged kids, she does not have much free time and is often exhausted. Her brother, Richard, has been struggling with mental illness for years and although she loves him very much, she has had to keep him at a bit of a distance to protect her own wellness. She does try to help him when she can and makes an effort to call him when she hasn't heard from him in awhile.
- Daily Tech Interaction
  - Because she has teenagers and interacts with them all day long on her job, Diane is fairly tech-aware (she knows "what the kids are into"), but sometimes still feels intimidated using new

technology herself. Her school has adopted various technology solutions over the years, including having to figure out how to teach virtually over the pandemic. That was a rough transition for her, but she eventually got the hang of how to do it with a lot of support from fellow teachers and some tech-support from her kids. She mostly sticks to using the standard apps on her phone and isn't really that interested in participating in tech trends.

- Goals
  - To support her brother in his recovery
- Motivations
  - It is an added stress/worry for her when her brother is not doing well.
  - She wants the best for her brother
- Frustrations
  - She doesn't always know how to help her brother and that makes her feel hopeless
  - She has seen how the mental health system has not always functioned in ways that were helpful to her brother and has sometimes ignored, or been unable to provide, what he wanted/needed to get better

# Peer Support Specialist - Maria

- Demographics
  - Age: 35
  - Occupation: Peer Support Specialist
  - Education Level: High School
- Profile
  - Angela lives in a house she shares with her mom and two sisters. Since graduating high school, she has struggled with her mental health and was not able to attend college. She went through a period in her 20s where she was getting hospitalized 2-3 times per year. About five years ago, she was finally able to find the right treatment to stabilize her severe, chronic depression and anxiety. Within the last two years, she got a job at a community mental health clinic as a peer support specialist. She is currently in the process of completing her peer certification training.
- Daily Tech Interaction
  - Angela has a cell phone and a laptop that she spends a fair amount of time on. When she was a teenager, she began to connect with others on the internet who shared similar interests and could understand what she was dealing with day-to-day. She is comfortable using social media and it is one of the main ways she stays connected with friends and family. At work, she has to use software such as Word, Excel to do her work. She is also learning how to use the electronic health record where she will need to begin writing notes to bill for services.
- Goals
  - Wants to help others who are having mental health challenges find stability and lead fulfilling lives.
  - To have a role in advocating for improved treatment and support for those living with mental illness both locally and more broadly.
- Motivations
  - Had some pretty negative experiences with the MH system including a psychiatrist who refused to give her the medications she knew to be helpful during her hospitalization. Doesn't want others to have that experience.
  - Thinks being able to use technology is important and wants to help others learn.
- Frustrations
  - Finds that some spaces dedicated to mental health issues on the web aren't very approachable/welcoming.

• Strongly dislikes sites/information about mental health that are only written from the perspective of professionals/centering the professional voice

# First Responder (Law Enforcement) - Randall

- Demographics
  - Age: 40
    - Occupation: Police Officer
    - Education Level: Bachelor's Degree
- Profile
  - Randall is married with two children. He's been working for the police dept. for the last 13 years. Over the past five years or so, he has noticed an increase of calls he's responding to where the person seems to be having severe mental health issues and/or to be under the influence of drugs or alcohol. His department is also aware of this trend, so they have started requiring their officers to take training on how to interact with people experiencing mental health and substance abuse issues. He feels those trainings have been helpful, but there is just so much variation in how people present day-to-day, he's still not always sure the best way to intervene. He's been involved in situations where things he and his partner tried just seemed to make the situation worse and has had to arrest people versus getting them to calm down so they could get help.
- Daily Tech Interaction
  - Randall has seen an increased use of technology in his job over the last 13 years. His patrol car is equipped with a laptop. He has the ability to access real-time information regarding the call he is responding to and can look up information when he's on site. There are several other technologies that his department is now using or testing that he has to incorporate into his day-to-day (e.g. body cams, license plate readers, drones etc.) In his personal life, he's often on his phone and is adept at using a wide range of apps (for entertainment/recreation, managing finances, communication/social media, etc.).
- Goals
  - To serve and protect the public
  - To increase positive interactions with the public when responding in the community
- Motivations
  - Got into this line of work to help people and to keep people safe
  - Given the high-risk nature of the work, is motivated to get home safely to his family
  - The department is facing staffing issues, but they still have a high volume of calls to cover. Need tools to be more effective, efficient.
- Frustrations
  - There has been a lot of new technology introduced into policing, but not all of it has been helpful and some of it is cumbersome
  - He is not a mental health clinician, nor did he want to be one. Having to respond to calls where that is the main issue can be frustrating and not always feel like the best use of his time.

# First Responder (Clinical) - Amy

- Demographics
  - Age: 39
    - Occupation: Licensed Clinical Social Worker
    - Education Level: Master's Degree
- Profile
  - Amy is single and lives with her dog and cat. She has been working for the county department of mental health for about 15 years. The last 10 of those years have been spent working on the

mobile crisis outreach team (MCOT), where she was recently promoted to supervisor. She spends most of her work day out in the field, responding to calls in a variety of settings from homeless encampments to board and cares to schools. At least once a week, she has to work the late-night shift. Depending on the nature of the call, she and her team sometimes call law enforcement to co-respond with them.

- Daily Tech Interaction
  - In her day-to-day work, Amy interacts a lot with the county's electronic health record (eHR), Teams, Word/Excel, and other systems to track information developed by the county. She has a laptop with a hotspot so she can connect remotely to the county network when she is in the field and access information through the eHR etc. In her personal life, she's often on her phone and is adept at using a wide range of apps (for entertainment/recreation, managing finances, communication/social media/dating, etc.).
- Goals
  - To successfully engage with clients/consumers in order to provide help
  - To minimize need for law enforcement involvement
  - To keep people out of the ERs/psychiatric hospitals if possible
- Motivations
  - Highly values respecting client/consumer voice/choice regarding their treatment
  - Wants to decrease negative stigma around mental health and increase people's trust of mental health treatment/services.
  - The department is facing staffing issues, but they still have a high volume of calls to cover. Need tools to be more effective, efficient.
  - Having information about what helps someone can make her job easier and safer.
- Frustrations
  - The county is limited in the technology it uses to make her job easier. What they have invested in doesn't always meet her needs.
  - Sometimes when law enforcement co-responds, they have their own agenda/ways of intervening that make the situation more tense and escalate the client/consumer

# **Psychiatrist - John**

- Demographics
  - Age: 55
  - Occupation: Psychiatrist
  - Education Level: MD
- Profile
  - John is married with three children. He has been working at the county psychiatric hospital for the last 20 years. He treats patients on the inpatient psychiatric unit and also serves as an on-call psychiatrist for the hospital emergency department. In his role on the inpatient unit, he faces pressure to stabilize patients' symptoms and return them to the community as there is consistent demand for inpatient psychiatric beds and not enough capacity to meet the need. The extent of the information he has about a patient's past treatment varies greatly, sometimes not having much to go off of at all. Some patients are better able than others to communicate what has worked/not worked for them in the past, so at times he just has to make a determination based on his experience and training for what to try first and this can increase the time it takes to help someone stabilize. In the emergency department, similar pressures apply, but on an even accelerated timeline. John also sees a lot of people in the ER who he thinks don't really require emergency treatment and ended up there as a last resort due to failed successful interventions in the community.
- Daily Tech Interaction

- In his day-to-day work, John interacts primarily with the hospital's electronic health record and pharmacy app. In his personal life, he's comfortable using his phone and basic apps, but doesn't spend a lot of time seeking out new technology. He prefers to minimize his screen time to the extent possible.
- Goals
  - To provide quality care to his patients
  - To move people to treatment in less restrictive settings as expeditiously as possible
- Motivations
  - Having information about what worked in the past for a patient makes his job easier. In particular in the ER where patients can at times be especially disruptive, being able to intervene effectively and more quickly takes pressure off all of the staff in the unit.
  - To ease the inundation of psych hospitals and ERs
- Frustrations
  - When people are sent to the hospital instead of being effectively helped in the community
  - Not having enough background information to do job most effectively
  - Legal ambiguity (as applies to PADs, need clear understanding of the legality of the document and when it is/isn't in effect)



# Idea Engineering PADs Status Update Report FY 2022-23 • Q1 & Q2

# Introduction

In the project launch phase from July–December 2022, Idea Engineering (IE) was focused on developing core communications materials to support the initiative, and in planning for the multiple interlocking aspects of the PAD template, training and Took-Kit development with other subcontractors and with county staff.

#### **Collaborative Planning**

IE participated in the convening in Fresno with all counties in August 2022 as the project kicked off and next steps were clarified. As requested, IE joined county workgroup meetings and met with other subcontractors to share website and promotional materials for feedback and aid in coordinated planning of upcoming project components. In particular, the subcontractor planning meeting in Long Beach on December 5 was extremely valuable in coordinating efforts and efficiency moving forward.

#### PAD Template Development

Another topic addressed at the subcontractor meeting in Long Beach was a review of related technology platforms. This augmented IE's review of existing PAD templates and tracking of preliminary ideas regarding design and useability. Idea Engineering and Chorus have met regularly to align development of the branding, the PAD template and technology platform, and the PDF version.

# **Stakeholder Engagement Promotional Materials**

#### **Promotional Flyers and Project Overview**

Flyer and project overview templates were developed to assist in promoting stakeholder input sessions. They included:

- Flyer for listening sessions with peers, family members & caregivers
- Flyer for input sessions with first responders and medical and clinical staff
- Project overview sheet highlighting project goals and plans for the technology platform

Each of the documents was provided as a Word template that can be customized with county contact information and optional logo. First the county workgroup, then a focused ad hoc group provided feedback during development. Peer input from Painted Brain and CAMHPRO was particularly valuable regarding language. Final materials were reviewed and approved by all counties.

#### **Peer Social Media Templates**

For peer listening sessions, a need was identified for social media graphics and advertising templates for consistent messaging in promotion. Idea Engineering developed a first round of concepts in December and shared them with the peer subcontractors for feedback. When completed and approved by the counties, final files will be provided in multiple formats for use on channels such as TikTok, Instagram and Facebook.



# Website

Responding to the immediate need for a shared online resource for the project, a primary focus for Q1 was developing an initial version of the website. After county review of the design and site architecture, the site went live on September 1, 2022 and can be viewed at <u>www.padsca.org</u>. It includes language translation and accessibility widgets to support audience inclusion. Analytics reports are provided monthly. Individual county pages were developed with photos sourced for each as needed. Each was approved by county staff as updates were made, and all were live by the end of Q2. Idea Engineering provides hosting and technical maintenance for the website. The site was created to be mobile-friendly, and easily updatable and scaleable. IE assists with content updates as needed, such as news posts and announcements.

# **PADs Identity & Guidelines**

Idea Engineering has begun interviews with key stakeholders to help inform the branding of this project and its long-term success in communications that will resonate with varied audiences from peers to first responders to legislators. In December, six individual interviews were held with peers from Painted Brain and CAMHPRO, providing insight to inform the language and tone. In Q3, interviews with additional stakeholders will take place. IE will then provide identity concepts for review which will include logo, tagline and visual and verbal guidelines. When approved, they will provide cohesive direction for all communications moving forward.

# Marketing Sub-workgroup

As the development process has gathered momentum, it was determined that a marketing sub-workgroup would be an efficient way for a focused group of county staff and subcontractors to provide input and feedback as needed on communications materials in development before sharing with all county staff for final approval. In December, Idea Engineering began planning for the initial meeting to be held on January 12, 2023 via Zoom. The goal of the first meeting is to clarify the current understanding of needs and specifications for the upcoming introductory videos and Tool-Kit materials. Representative staff from all seven counties are planning to be part of this sub-workgroup.

# **Upcoming Activities**

- During the rest of the fiscal year, Idea Engineering anticipates completing the branding development process and providing identity guidelines for use in the PAD template and all communications materials.
- Other projects include planning and producing the introductory videos which will become a key part of the Tool-Kit, and developing the other Tool-Kit communications materials such as brochure templates and digital media.
- IE will support PAD template development and design the PDF version.
- The website will be updated as needed with up-to-date content and news and be refreshed to match the new branding when ready.
- As the training curriculum is shaped in Q4, planning will begin for the training videos.
- All development will be collaborative and informed by input from stakeholders and the marketing sub-workgroup.



Painted Brain - Lead Agency CAMHPRO - Partner Agency

1-November 2022 - 31-December 2022

MHSA Multi-County PADs Innovation Project Psychiatric Advance Directives (PADs) Peer Voice-Advocacy and Education Grant

#### QUESTION 1: What have you accomplished to date?

Initial meetings and virtual introductions were completed with Counties and Subcontractors throughout November and December 2022. PB and CAMHPRO hosted these meetings for initial introductions and to conduct a peer-led landscape analysis. The landscape would determine the cohesive and consistent view of the project's partners and initiatives in supporting and integrating the peer voice in creating the PADs template and training. All Counties' answered the following:

- Their current peer engagement
- Selected target populations
- Their current Community-Based Organizations (CBOs) partnerships
- The Counties' proposed dissemination and implementation of the PADs document, including accessibility options for the project's identified threshold languages (Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish, and Vietnamese) that would provide access for peers to complete PADs

Summaries of each Counties meetings are below:

#### County: Monterey County

#### Meeting Date: 11/8

Target Population: A total of two target populations were identified:

Individuals in the Adult System of Care who receive services through a:

- Crisis Residential Program Day Treatment Intensive Program
- Adults who are participating in crisis intervention or day treatment intensive programs
  - Voluntary programs
  - Referred from the hospital and/or outpatient
  - Utilized by at-risk hospitalization and/or stabilized after hospitalization
  - Supportive services to provide support before going back into the community

#### Key Takeaway(s):

- What is the current County engagement?
  - Recovery Task Force peer group serves as an advisory body for adult body of care; strong partnership with Interim, Inc. to support on PADs project.
- Is there an active peer voice throughout the County?
  - Not formalized
- Are peers employed by the County?
  - o No
- Has the County identified a plan of action for integrating PADs into current programming and/or community partnerships?
  - Yes

#### County: Tri-City Mental Health

#### Meeting Date: 11/10

Target Population: A total of one target population has been identified:

• Transition Age Youth 18-25 (TAY)

Key Takeaway(s):

- What is the current County engagement?
  - Various initiatives and programming to serve TAY, such as TAY Resource Center, Community Garden, and workforce training
- Is there an active peer voice throughout the County?
  - Low engagement with TAY
- Does the County employ peers?
  - Yes (open positions)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - $\circ$   $\;$  Yes, various TAY programming throughout the county

### County: Shasta County

#### Meeting Date: 11/15

**Target Population**: A total of two target populations have been identified:

- Woodlands (MHSA funded Supportive Housing Program)
- Wellness Center participants
  - Circle of Friends Hill County Wellness Center
  - Kings View Sunrise Mountain Wellness Center

#### Key Takeaway(s):

- What is the current County engagement?
  - There is a high level of peer engagement within different peer identities throughout the County. Most activities are in Redding, California.
- Is there an active peer voice throughout the County?
  - Peer Support Specialists are integrated throughout the County.
- Does the County employ peers?
  - Yes
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, Peer Support Specialists will integrate WRAP with PADs and through existing CBO County partnerships.

### County: Fresno County

#### Meeting Date: 11/17

Target Population: A total of two target populations have been identified:

- Individuals leaving conservatorship or those at risk of entering a conservatorship
- Individuals experiencing homelessness

Key Takeaway(s):

- What is the current County engagement?
  - Most peer interactions are through CBOs and contracted providers.

- Is there an active peer voice throughout the County?
  - Yes
- Does the County employ peers?
  - Yes (positions available)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, working with established CBO partnerships and legal support with Central California Legal Services (CCLS).

### County: Orange County

### Meeting Date: 11/22

**Target Population**: A total of three target populations have been identified:

- PACT Program (program for assertive community treatment full service partnership (integration services) program
- Adult correctional health
- Crisis stabilization units

# Key Takeaway(s):

- What is the current County engagement?
  - They are actively expanding external (outside of County peers) networks for peer participation
- Is there an active peer voice throughout the County?
  - Peers hired in the County will be providing the County with direct feedback; external peer engagement is being worked on
- Does the County employ peers?
  - Yes (participating in the PADs project)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - In progress, we are determining external collaborations and partnerships for the PADs project.

### County: Mariposa County

### Meeting Date: 12/6

Target Population: A total of one target population has been identified:

- 18+ Full Service Partnership (FSP) Adults
- Key Takeaway(s):
  - What is the current County engagement?
    - Due to the lack of transportation and internet instability, in-person community engagement is the most effective. The county partners with CBOs to connect with peers.
  - Is there an active peer voice throughout the County?
    - Due to CBO partnerships and targeted community engagement, the peer voice has shown a higher level of engagement than in previous years. Mariposa Minds Matter

Committee focuses on stigma and includes various key stakeholders (peers, behavioral health staff, and partner agencies).

- Does the County employ peers?
  - Yes, there are two peers on the County staff (high turnover due to internal promotion), and one peer staff will be working on this project.
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Completing current programming to task switch and begin key stakeholder informational and buy-in meetings with Sheriff's Office and local hospitals.

### County: Contra Costa County

#### Meeting Date: 12/8

**Target Population**: A total of one target population has been identified:

• Transitional Aged Youth (TAY) living in Board and Care (12 - 18 months)

### Key Takeaway(s):

- What is the current County engagement?
  - The County has extensive offerings and high peer engagement, offering opportunities for peers to provide input and feedback.
- Is there an active peer voice throughout the County?
  - The peer voice is happening, and the County is working on direct outreach and engagement to continue to increase peer engagement in different programs and stakeholder meetings. The County lacks a peer-run advocacy group.
- Does the County employ peers?
  - There are 69 peers hired throughout the County in full-time employment with benefits.
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - The County has experience in varied settings (wellness centers and jails) implementing WRAP. We plan to work with Crestwood Behavioral Health to provide community-based support for the identified target population.

### Next Steps for all the counties include:

• January - March 2023 Scheduling in-person visits to Counties and engaging with peers, local Community-Based Organizations (CBOs), and other key stakeholders to provide an introduction to PADs and how to get involved in the PADs project

#### Subcontractor Meeting Calendar Summary:

- Chorus (11/10)
- RAND (11/15)
- Idea Engineering (11/29)
- BBI (12/13)

#### **QUESTION 2: What are your expectations moving forward?**

On December 5th, PB and CAMHPRO participated in the Subcontractor meeting hosted by Chorus in Long Beach, California. The purpose of this meeting was to create a timeline based on deliverables for all Subcontractors and Counties for transparency of critical dates for the project. As this is an Innovation Project, specified dates may change based on overall project needs.

#### Key Takeaway(s):

- Priority deliverables include:
  - Coordinating and hosting listening sessions for peer and stakeholder feedback
  - Finalizing a PADs template
  - Developing a train-the-trainer training to support peers with creating their PADs
- Informational Graphics All media and branding will be completed with Idea Engineering. All promotional materials will be sent to Kiran and the Counties for approval.
  - Collaboration for promotional and marketing materials for social media outreach and peer engagement
- Requesting support from Counties with participation incentives for peers in our feedback sessions.
- Considerations regarding accessibility and accommodation in training, technology, and implementation of PADs for peers requiring accessibility support to engage with materials and content
- The goal is to create an empathetic experience for peers engaging with PADs technology.
- RAND Feedback questions to consider when creating training materials and content:
  - Did the training give you the needed skills and information to:
    - Navigate a PAD
    - Complete a PAD
    - Support peers to complete a PAD
- Chorus Provided landscape analysis of current technology platforms comparable to project PADs mobile app and website
  - Mydirective.com
  - SAMHSA
- BBI
  - 2023 targeted engagement with key stakeholders and Counties
  - 2024 targeted engagement with peers
- The anticipated timeline includes the following:
  - June 2023 Template complete

#### Next Steps:

- Schedule Listening Sessions and deliverable-specific workgroups.
  - Listening Sessions/Workgroups for the Template to begin meeting within January 2023

#### QUESTION 3: What do you plan to accomplish by the end of this fiscal year?

By the end of the fiscal year, June 2023, PB and CAMHPRO plan to accomplish the following:

- On-going peer stakeholder engagement and participation in various PADs project-related deliverables
  - Facilitate local peer stakeholders meetings (listening sessions) using in-person and virtual platforms and forums
    - The lead agency will coordinate and implement listening sessions in Fresno, Mariposa, Orange County, and Tri-City counties.
    - Partner agency will lead the coordination and implementation of listening sessions in Contra Costa, Monterey, and Shasta counties.
    - Contact existing local Peer groups (minimum of three, if appropriate, representative organizations/groups within each of the listed counties) focusing on ethnic/racial/linguistic diversity to increase accessibility, advocacy, and support.
- Finalized draft of PADs template to be reviewed by peers and stakeholders.
- Begin drafting train-the-trainer curriculum (Quarter 2 2023)
- On-going collaborative working relationships with all Counties and Subcontractors
  - Participate in bi-monthly project meetings
  - Collaborating with peers who work for the County to participate in each step of the project, providing expertise on the intersection of self-advocacy and County participation
- Assist in designing Project "tool-box":
  - FAQ Sheet
  - <u>https://paintedbrain.org/psychiatric-advance-directives/</u>
  - Template Peer & Subcontractor collaboration January June 2023
    - Begin template research in December 2022
    - Hosting peer voice feedback sessions (January April) for the template (2.5 hours, North, South, and Central California plus one virtual group for all 7 Counties.)
  - Informational Videos Peer & Subcontractor collaboration January March 2023
  - Technology Peer & Subcontractor collaboration January June 2023
- Engaging peers of diverse cultural backgrounds and preferences (PAD train-the-trainer curriculum/training)
  - Train the trainer Curriculum
    - Begin outline Q2 2023
    - Listening Sessions after July 2023

# Date: Tuesday 3-January 2023

Time: 11:30a - 1:30p PST / 2:30p - 4:30p EST Meeting Name: PADs Template Subcommittee

# Meeting Agenda

Annoucements Meeting Purpose During this meeting we will accomplish Next Steps Additional Commentary

### Meeting Purpose

- The purpose of this meeting is to review the section outline for the PADs template
  - This template will be used to gather peer feedback
  - This template will be used to gather key stakeholder feedback
- Subcommittee Feedback Form
  - This Google Forms can be used to share feedback from this meeting.
  - https://docs.google.com/forms/d/e/1FAIpQLSf\_FzaPz\_Gd1wC\_G0ZPiSDyULASZ OkgTr28D6ER6-eLGhdj7w/viewform

### Welcome and Announcements

- Attendance put your name and County/Agency in the chat
- OPTIONAL ACTION STEP Celebrations and Wish Well
  - A **Celebration** is a share of something you are celebrating, something you are grateful for. For example celebrating a birthday
  - A **Wish Well** is a share for yourself or someone you know or the world at large needing extra energetic support. For example sending
  - In the chat share a celebration and/or wish well
- Upcoming Meetings
  - PADs Workgroup 1st Thursday 5-January 2023 10:00 11:00a PST
  - Subcommittee Marketing Thursday 12-January 2:00 3:30p PST
  - PADs Workgroup 3rd Thursday 19-January 2023 10:00 11:00a PST
  - Planning Meeting in Monterey Thursday 9-March 2023
    - Confirm Meeting Time
    - Confirm Dinner Date and Time

# During this meeting we will accomplish

- Review PADs Template Sections
  - Order of Operations Feedback
    - PB & CAMHPRO
    - PB & CAMHPRO & Peers who work for the County
    - PB & CAMHPRO & Peers who work for the County & Peers in the County (County's target populations)
    - PB & CAMHPRO & Peers who work for the County & Peers in the County (County's target populations) all other stakeholders (sections for additional feedback to be confirmed by Peers who work for the County & Peers in the County (County's target populations))

- Evaluations PB, CAMHPRO & Subcontractors
  - What feedback and evaluations are going to be collected during the listening sessions?
    - Registration questions (pre)
    - During listening sessions questions
    - Post listening session questions (post)
  - What are the outcomes for the project/subcontractors to better direct the evaluation questions and target questions to be answered?
    - Satisfaction survey
    - Informational survey (current level of knowledge)
  - Subcontractors
    - Chorus
      - Confirm evaluation questions
    - RAND
      - Confirm evaluation questions
        - PADs Baseline for peers and keystakeholders
        - Listening Session questions
          - Digital notes
    - BBI
      - Confirm evaluation questions
- Media Kit/Promotional Materials
  - Subcontractors
    - Idea Engineering
      - Meeting to create promotional materials for social media and listening sessions
        - Informational Introduction Video
        - Social Media Marketing
- Discuss Listening Session logistics and coordination between Counties, Subcontractors, and Peers
  - Proposed travel dates
  - Subcommittee meeting dates
    - Q1 Jan, Feb and March
    - Frequency to meet with subcommittee members outside of the peer voice/listening session/feedback sessions

# <u>Next Steps</u>

- Peers working for the Counties
  - Set up monthly meeting with PB & CAMHPRO
- PB, CAMHPRO
  - Finalize Q1 travel schedule
  - Finalize virtual listen session meetings
- Counties
  - Based on travel schedule begin arranging
    - Incentives for peers participating
    - Interpreters and translators for in-person and virtual listening sessions
    - In person meetings w/ PB and CAMHPRO

# Additional Notes

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Table of Contents
Tab Title
SUMMARY - PADs Template
*Psychoactive Medication
*Convulsive Treatment, ECT
*Preferences for Emergency Treatment
*Agents & Supporters
*Law Enforcement & Crisis Workers
Signature Page
Critical physical medical conditions
Directive if I am hospitalized
Effective Communication and Reducing Misunderstandings
Preferences Regarding Treatment Facilities
My Choices Regarding Experimental Studies and Drug Trials
Housing
Employment
L

Education
IN PROGRESS - Gender Affirming Treatment
IN PROGRESS - Reproduction Rights
IN PROGRESS - Natural Disasters
IN PROGRESS - Disabilities
References

Section Title	SUMMARY - PADs Template				
Supporting	Federal Patient Self Determination Act				
Law(s)	(enacted in 1990)				
Stakeholder Review	Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC, Medical	DRC, Bazelon	REQUIRED	Psychoactive Medication	Current Prescription	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Psychoactive Medication	Meds I consent to	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Psychoactive Medication	Med I do not consent to	
Peers, DRC	DRC, NC, WA, PA, New Mexico	REQUIRED	Psychoactive Medication	Non-Psychiatric medication, treatment and factors essential to my mental and physical health	
Peers, DRC	DRC, WA, PA, New Mexico	REQUIRED	Psychoactive Medication	Additional treatment and wellness tools	
Peers, DRC	DRC, New Mexico	REQUIRED	Psychoactive Medication	Important factors when considering medication options	
Peers, DRC	CREATE	REQUIRED	Psychoactive Medication	Gender Affirming Treatment Hormone Therapy Surgery and Postoperative Care Voice and Communication Primary Care Reproductive Health Sexual Health Mental Health	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy	
				I do not consent to administration of electroconvulsive therapy.	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy LINK PDF P. 30	
				Under California law, this Directive cannot be used to consent for electroconvulsive therapy. However, if I am administered electroconvulsive therapy, I have the following choices: - I will be administered no more than the following number of treatments I will be administered the number of treatments deemed appropriate by Dr, whose phone number and address is:	
				· · · · · · · · · · · · · · · · · · ·	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	I prefer emergency interventions in the following order Seclusion - Physical restraints - Seclusion and physical restraint (combined) - Medication by injection - Medication in pill form - Liquid medication	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	Things that may calm the situation	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	Things that may make things worse	
		DEOLUDES			
	DRC, Bazelon, WA	REQUIRED	Agents and Supporters	Agents	
	DRC, Bazelon	REQUIRED	Agents and Supporters	Who I do want - Supporter / family member, peer supporter Who I do not want - Supporter / family member, peer supporter	
	DRC, Bazelon	REQUIRED	Agents and Supporters		
	DRC, Bazelon, TX, All PADs	REQUIRED	Agents and Supporters	What I do want in a provided supporter	
	DRC, Bazelon, TX, All PADs	REQUIRED	Agents and Supporters	What I do not want in a provided supporter What a provided supporter	
	DRC, Bazelon, WA DRC, Bazelon, NC	REQUIRED	Agents and Supporters Agents and Supporters	Who can not be involved? Preference Regarding Notifications of Others DRC - in addition to my health care agent, should be notified immediately of my admission to a psychiatric facility	

#### Subcommittee Template 1.3.22 - PADs Template - Sections

Peers, DRC	DRC *Cali specific language, Bazelon, WA	REQUIRED	Agents and Supporters	If I am placed under conservatorship, I choose the following person to be my conservative:	
Peers, DRC	DRC *Cali specific language, Bazelon,	REQUIRED	Agents and Supporters	If I am placed under conservatorship, I do not want the following person(s) to be my	
6613, DICO	WA	REGUIRED		conservative:	
				Relationship?	
eers, DRC	DRC, Bazelon, NC, WA, Wyoming	REQUIRED	Agents and Supporters	Why? Current Support Team	peer supporters/supporters
eers, DRC	DRC, Bazelon, NC, WA, Wyoming	REQUIRED			caseworker, psychologist, psychiatrist, etc.
					medical doctor
eers, DRC	Texas Ext	REQUIRED	Law Enforcement & Crisis Workers	Things that may make things descalate the situtation	
Peers, DRC	Texas Ext	REQUIRED	Law Enforcement & Crisis Workers	Things that may make things worse/escalate the situtation	
Peers, DRC	Maine	REQUIRED	Law Enforcement & Crisis Workers	Transportation	
Peers, DRC	All Templates	REQUIRED	Signature Page	Signature Page	
eers, DRC	All Templates	REQUIRED	Signature Page	Individuals Who Have Copies of this Document	
eers, DRC	Texas Ext		Critical physical medical conditions	Chronic Medical Conditions	
Peers, DRC	WA, New Mexico, Maryland		Critical physical medical conditions	Allergies	
Peers, DRC	DRC, Bazelon		Critical physical medical conditions	Prescription Medications	
eers, DRC	Bazelon, WA		Critical physical medical conditions	Over the Counter Medications	
Peers, DRC	PA		Critical physical medical conditions	Dietary Restrictions or Special Needs	
Peers, DRC	DRC, WA		Critical physical medical conditions	Wellness Tools for Physical Medical and Chronic Conditions	
eers, DRC	DRC, Bazelon, New Mexico		Directive if I am hospitalized	Preferences Regarding Psychiatric Hospitals	
eers, DRC	Peer Voice - Painted Brain/CAMHPRO		Directive if I am hospitalized	Preferences Regarding Peer Respite and/or Crisis Centers.	
eers, DRC	DRC, PA, Hawaii		Directive if I am hospitalized	Who should be notified upon my admission to a psychiatric hospital	
eers, DRC	DRC		Directive if I am hospitalized	People to notify if i die / The identity of my next of kin	
Peers, DRC	Texas Ext Only		Directive if I am hospitalized	Personal items I would like if I am hospitalized	
eers, DRC	WA, Wyoming		Directive if I am hospitalized	Household matters	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Finances	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Employment	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Education	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Probation/Parole	
Peers, DRC	WA, IL, Wyoming		Directive if I am hospitalized	Attorney	
Peers, DRC	Bazelon, PA, Maine, Wyoming		Directive if I am hospitalized	Children/Dependents	
eers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will help people communicate with me	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will make communication more difficult	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal proceedings	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal representation	
Peers, DRC	New Mexico		Effective Communication and Reducing Misunderstandings	Supporter (peer) for any mental health evaluation connected with a legal proceeding (applicable for conservatorship and competency)	
Peers, DRC	ADA, Texas Ext		Effective Communication and Reducing Misunderstandings	Things that may help me access court proceeding	Consider - IEP Testing Accommodations Take Breaks No crowds behind me
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being. Why I am making the choice	
eers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	In the event I am to be admitted to a hospital for 24-hour care, I would prefer to receive care at the following hospitals:	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:	

Peers, DRC	DRC, Bazelon, PA, Hawaii	My Choices Regarding Experimental Studies and Drug Trials	I will not participate in experimental studies or drug trials.	
	*Direct Copy from DRC		Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances.	
			Complete this section only if you do not consent to participation in medical experiments under any circumstances.	
Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon	My Choices Regarding Experimental Studies and Drug Trials	I hereby consent to my participation in experimental drug studies or drug trials.	
Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon	My Choices Regarding Experimental Studies and Drug Trials	I authorize my agent to consent to my participation in experimental drug studies if my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, determines that the potential benefits to me outweigh the possible risks of my participation and that other, non-experimental interventions are not likely to provide effective treatment.	
Peers, DRC	Fair Housing Act, Texas Ext	Housing	Accommodations to obtain housing, and the supports necessary to access the	
, 2			needed accommodations.	
Peers, DRC	Fair Housing Act, Texas Ext	Housing	Accommodations to maintain housing, and the supports necessary to access the needed accommodation.	
Peers, DRC	Fair Housing Act, Texas Ext	Housing	Housing tools	
Peers, DRC	Fair Housing Act, Texas Ext	Housing	Agent & Supporters - Supported Living Services https://www.dds.ca.gov/services/supported-living-services/	
Peers, DRC	CA Vocational Rehabilitation, California	Employment	Accommodations and supports to obtain employment	
Peers, DRC	AB1195 CA Vocational Rehabilitation, California			
	AB1195	Employment	Accommodations to maintain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195	Employment	Vocational Rehabilitation Services	
Peers, DRC	CA Vocational Rehabilitation, California AB1195	Employment	Volunteering	
Peers, DRC	CA Vocational Rehabilitation, California AB1195	Employment	Employment tools	
Peers, DRC	CA Vocational Rehabilitation, California AB1195	Employment	Agent & Supporters - Supported Employment Program https://www.dor.ca.gov/Home/SupportedEmploymentProgram	
Peers, DRC	CalEd Adult Education, Texas Ext	Education	Accommodations and supports to access education opportunities	
Peers, DRC	CalEd Adult Education, Texas Ext	Education	Accommodations for education	
Peers, DRC	CalEd Adult Education, Texas Ext	Education	Auditing classes	
Peers, DRC	CalEd Adult Education, Texas Ext	Education	Education tools	
Peers, DRC	CREATE	Gender Affirming Treatment	Gender Affirming Treatment Hormone Therapy Surgery and Postoperative Care Voice and Communication Primary Care Reproductive Health Sexual Health Mental Health	
Peers, DRC	CREATE	Reproduction Rights	Reproduction Rights	
Peers, DRC	CREATE	Natural Disasters	Documentation to Verify Occupancy (FEMA)	
Peers, DRC	CREATE	Natural Disasters	Do you own any property(Vehicle, RV, Home, Manufactured home, etc)? (FEMA)	
Peers, DRC	CREATE	Natural Disasters	Documentation to Verify Ownership (FEMA)	
Peers, DRC	CREATE American Red Cross	Natural Disasters	- Do you have a clear title? Natural Disaster Preparation     - What is needed during and after evacuation? American Red Cross <u>https://www.redcross.org/get-help/how-to-prepare-for-</u> emergencies/types-of-emergencies.html	

#### Subcommittee Template 1.3.22 - PADs Template - Sections

Peers, DRC	CREATE Collab with DRC	Disabilities	Have you ever received a diagnosis?	
Peers, DRC	CREATE Collab with DRC	Disabilities	Targeted Disabilities or Serious Health Conditions:	
Peers, DRC	CREATE Collab with DRC	Disabilities	Other Disabilities or Serious Health Conditions:	
Peers, DRC	CREATE Collab with DRC	Disabilities	Other Options	

Section Title	*Psychoactive Medication			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	PADs Template Reference	Section	Sub-Section	Notes
Peers, DRC	DRC, Bazelon	Psychoactive Medication	Current Prescription	
Peers, DRC	DRC, Bazelon, TX, All PADs	Psychoactive Medication	Meds I consent to	
Peers, DRC	DRC, Bazelon, TX, All PADs	Psychoactive Medication	Med I do not consent to	
Peers, DRC	DRC, NC, WA, PA, New Mexico	Psychoactive Medication	Non-Psychiatric medication, treatment and factors essential to my mental and physical health	
Peers, DRC	DRC, WA, PA, New Mexico	Psychoactive Medication	Additional treatment and wellness tools	
Peers, DRC	DRC, New Mexico	Psychoactive Medication	Important factors when considering medication options	
Peers, DRC	CREATE	Psychoactive Medication	Gender Affirming Treatment Hormone Therapy Surgery and Postoperative Care Voice and Communication Primary Care Reproductive Health Sexual Health Mental Health	

Section Title	TEXT - *Convulsive Treatment, ECT		
	The Lanterman-petris-short Act https://california.public. law/codes/ca_welf_and_inst_code_div _5_part_1		
	California Welfare and Institutions Code Sec. 5326.5 <u>https://california.public.</u> <u>law/codes/ca_welf_and_inst_code_sec</u> <u>tion_5326.5</u>		
Stakeholder Review	Peers, DRC		
REQUIRED			

Stakeholder to review	PADs Template Reference	Section	Sub-section	Notes
Peers, DRC	DRC, Bazelon, TX, All PADs	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy <u>LINK</u> PDF P. 30 I do not consent to administration of electroconvulsive therapy.	
Peers, DRC	DRC	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy LINK PDF P. 30 Under California law, this Directive cannot be used to consent for electroconvulsive therapy. However, if I am administered electroconvulsive therapy, I have the following choices: - I will be administered no more than the following number of treatments - I will be administered the number of treatments deemed appropriate by Dr, whose phone number and address is:	

Section Title	*Preferences for Emergency Treatment			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	PADs Template Reference	Section	Sub-section	Notes
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	I prefer emergency interventions in the following order	
			<ul> <li>Seclusion</li> <li>Physical restraints</li> <li>Seclusion and physical restraint (combined)</li> <li>Medication by injection</li> <li>Medication in pill form</li> <li>Liquid medication</li> </ul>	
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	<ul> <li>Physical restraints</li> <li>Seclusion and physical restraint (combined)</li> <li>Medication by injection</li> <li>Medication in pill form</li> </ul>	

Section Title	*Agents & Supporters			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	PADs Template Reference	Section	Sub-section	Notes
Peers, DRC	DRC, Bazelon, WA	Agents and Supporters	Agents	
Peers, DRC	DRC, Bazelon	Agents and Supporters	Who I do want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon	Agents and Supporters	Who I do not want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	Agents and Supporters	What I do want in a provided supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	Agents and Supporters	What I do not want in a provided supporter	
Peers, DRC	DRC, Bazelon, WA	Agents and Supporters	Who can not be involved?	
Peers, DRC	DRC, Bazelon, NC	Agents and Supporters	Preference Regarding Notifications of Others DRC - in addition to my health care agent, should be notified immediately of my admission to a psychiatric facility	
Peers, DRC	DRC *Cali specific language, Bazelon, WA	Agents and Supporters	If I am placed under conservatorship, I choose the following person to be my conservative:	
Peers, DRC	DRC *Cali specific language, Bazelon, WA	Agents and Supporters	If I am placed under conservatorship, I do not want the following person(s) to be my conservative: Relationship? Why?	
Peers, DRC	DRC, Bazelon, NC, WA, Wyoming	Agents and Supporters	Current Support Team	

Section Title	*Law Enforcement & Crisis Workers			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	PADs Template Reference	Section	Sub-section	Notes
Peers, DRC	Texas Ext	Law Enforcement & Crisis Workers	What are things that can deescalate the situation	
Peers, DRC	Texas Ext	Law Enforcement & Crisis Workers	Things that may make things worse/escalate the situtation	

Section Title	Signature Page			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	PADs	Section	Sub-section	Notes
	Template Reference			
Peers, DRC		Signature Page	Signature Page	

Section Title	Critical physical medical conditions				
Stakeholder Review	Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	Texas Ext		Critical physical medical conditions	Chronic Medical Conditions	
Peers, DRC	WA, New Mexico, Maryland		Critical physical medical conditions	Allergies	
Peers, DRC	DRC, Bazelon		Critical physical medical conditions	Prescription Medications	
Peers, DRC	Bazelon, WA		Critical physical medical conditions	Over the Counter Medications	
Peers, DRC	PA		Critical physical medical conditions	Dietary Restrictions or Special Needs	
Peers, DRC	DRC, WA		Critical physical medical conditions	Wellness Tools for Physical Medical and Chronic Conditions	

Section Title	Directive if I am hospitalized				
Stakeholder Review	Peers, DRC				
0		Destauration	0		Neter
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	DRC, Bazelon, New Mexico		Directive if I am hospitalized	Preferences Regarding Psychiatric Hospitals	
Peers, DRC	Peer Voice - Painted Brain/CAMHPRO		Directive if I am hospitalized	Preferences Regarding Peer Respite and/or Crisis Centers.	
Peers, DRC	DRC, PA, Hawaii		Directive if I am hospitalized	Who should be notified upon my admission to a psychiatric hospital	
Peers, DRC	DRC		Directive if I am hospitalized	People to notify if i die / The identity of my next of kin	
Peers, DRC	Texas Ext Only		Directive if I am hospitalized	Personal items I would like if I am hospitalized	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Household matters	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Finances	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Employment	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Education	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Probation/Parole	
Peers, DRC	WA, IL, Wyoming		Directive if I am hospitalized	Attorney	
Peers, DRC	Bazelon, PA, Maine, Wyoming		Directive if I am hospitalized	Children/Dependents	

Section Title	Effective Communication				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and- regs/ada/#top https://www.ada. gov/resources/effective- communication/ California AB1663 https://www.gov.ca. gov/2022/09/30/governor- newsom-signs-legislation-to- protect-civil-rights-support- community-living-for-				
Stakeholder Review	californians-with-disabilities/ Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will help people communicate with me	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will make communication more difficult	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal proceedings	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal representation	
Peers, DRC	New Mexico		Effective Communication and Reducing Misunderstandings	Supporter (peer) for any mental health evaluation connected with a legal proceeding (applicable for conservatorship and competency)	
Peers, DRC	ADA, Texas Ext		Effective Communication and Reducing Misunderstandings	Things that may help me access court proceeding	Consider - IEP Testing Accommodations Take Breaks No crowds behind me

Section Title	Preferences Regarding Treatment Facilities				
Stakeholder Review	Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being. Why I am making the choice	For Example: Peer Respite Crisis Stabilization
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	In the event I am to be admitted to a hospital for 24- hour care, I would prefer to receive care at the following hospitals:	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:	

Section Title	My Choices Regarding Experimental Studies and Drug Trials				
Supporting Law(s)	California Health and Safety Code Sec. 24175 https://california.public. law/codes/ca_health_and_safety code_section_24175				
Stakeholder Review	Peers, DRC				
Stakeholder to	PADs Template Reference	Basic and/or	Section	Sub-section	Notes
review	TADS Template Reference	Extended			Notes
Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from DRC		My Choices Regarding Experimental Studies and Drug Trials	I will not participate in experimental studies or drug trials. Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances. Complete this section only if you do not consent to participation in medical experiments under any circumstances.	
	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials	I hereby consent to my participation in experimental drug studies or drug trials.	
	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials	I authorize my agent to consent to my participation in experimental drug studies if my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, determines that the potential benefits to me outweigh the possible risks of my participation and that other, non- experimental interventions are not likely to provide effective treatment.	

Section Title	Housing				
	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and- regs/ada/#top				
	Fair Housing Act https://www.hud. gov/program_offices/fair_housing_equal_ opp/disability_overview				
Supporting Law(s)	Olmstead v. L.C. https://www.olmsteadrights.org/about- olmstead/				
Stakeholder					
Review	Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to obtain housing, and the supports necessary to access the needed accommodations.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to maintain housing, and the supports necessary to access the needed accommodation.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Housing tools	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Agent & Supporters - Supported Living Services https://www.dds.ca.gov/services/supported-living- services/	

Section Title	Employment				
	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top				
	California Employment Discrimination https://calcivilrights.ca.gov/employment/				
Supporting Law(s)	California AB1195 https://www.gov.ca.gov/2022/09/30/governor- newsom-signs-legislation-to-protect-civil-rights- support-community-living-for-californians-with- disabilities/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations and supports to obtain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations to maintain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Vocational Rehabilitation Services	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Volunteering	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Employment tools	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Agent & Supporters - Supported Employment Program <u>https://www.dor.ca.</u> <u>gov/Home/SupportedEmploymentProgram</u>	

Section Title	Education				
	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top				
	The Unruh Civil Rights Act - California (Civil Code Section 51) <u>https://www.dor.ca.</u> gov/Home/UnruhCivilRightsAct				
Supporting Law(s)	Disabled Persons Act - California (Civil Code Sections 54 – 55.32) https://leginfo.legislature.ca. gov/faces/codes_displayText.xhtml? lawCode=CIV&division=1.&title=∂=2. 5&chapter=&article				
Stakeholder Review	Peers, DRC				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Accommodations and supports to access education opportunities	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Accommodations for education	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Auditing classes	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Education tools	

Section Title	IN PROGRESS - Gender Affirming Treatment		
	Section 794 of the Public Health Service Act https://www.govinfo. gov/content/pkg/USCODE-2010- title42/pdf/USCODE-2010-title42-chap6A- subchapV-partF-sec295m.pdf		
	Section 855 of the Public Health Service Act https://www.govinfo. gov/content/pkg/USCODE-2008- title42/pdf/USCODE-2008-title42-chap6A- subchapVI-partA-sec296g.pdf		
Supporting Law(s)	Affordable Care Act https://transequality.org/know-your- rights/health-care		
Stakeholder Review	Peers, DRC		
CREATE SECT	TON DETAILS		

Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	CREATE		Gender Affirming Treatment	Gender Affirming Treatment Hormone Therapy Surgery and Postoperative Care Voice and Communication Primary Care Reproductive Health Sexual Health Mental Health	*Lived experience receiving gender affirming treatment *Lived experience with hospitalization

Section Title	IN PROGRESS Reproduction Rights				
Supporting Law(s)					
Stakeholder Review	Peers, DRC				
<b>CREATE SECTION</b>	DETAILS				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	CREATE		Reproduction Rights	Reproduction Rights	*Lived experience with reproductive

Section Title	IN PROGRESS Natural Disasters				
Stakeholder Review	Peers, DRC				
CREATE SECTIO	N DETAILS				
Stakeholder to review	PADs Template Reference	Basic and/or Extended	Section	Sub-section	Notes
Peers, DRC	CREATE		Natural Disasters	Documentation to Verify Occupancy (FEMA)	
Peers, DRC	CREATE		Natural Disasters	Do you own any property(Vehicle, RV, Home, Manufactured home, etc)? (FEMA)	
Peers, DRC	CREATE		Natural Disasters	Documentation to Verify Ownership (FEMA) - Do you have a clear title?	
Peers, DRC	CREATE American Red Cross		Natural Disasters	Natural Disaster Preparation - What is needed during and after evacuation? American Red Cross <u>https://www.redcross.</u> <u>org/get-help/how-to-prepare-for-</u> <u>emergencies/types-of-emergencies.html</u>	

Section Title	IN PROGRESS - Disabilities				
	Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §				
	<b>794</b> – ensures that people with disabilities have equal access				
	to programs, services, activities, and facilities that receive Federal financial assistance				
	Title II of the Americans with Disabilities Act of 1990, 42 U. S.C. § 12131 et seq. – ensures that state and local				
	governments, including those that receive no Federal financial				
	assistance, provide people with disabilities equal access to				
	their programs, services, activities, and facilities				
	https://www.hhs.gov/civil-rights/for-				
Supporting Law(s)	individuals/disability/physical/index.html				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAI	ILS				
Reference	U.S. Office of Personnel Management. (2016). OPM Form				
	SF256. Self-identification of Disability.				
	https://www.opm.gov/forms/pdf_fill/sf256.pdf_				
<b>0</b>					N
Stakeholder to review	PADs Template Reference	Basic and/or Extended		Sub-section	Notes
Peers, DRC	CREATE		Disabilities	Have you ever received a diagnosis?	
Peers, DRC	CREATE		Disabilities	Targeted Disabilities or Serious Health Conditions:	
Peers, DRC	CREATE		Disabilities	Other Disabilities or Serious Health Conditions:	
Peers, DRC	CREATE		Disabilities	Other Options	
Question:	Have you ever received a diagnosis?				
Targeted Disabilities or S	erious Health Conditions:				
	Developmental Disability, for example, autism spectrum disorder				
	Traumatic Brain Injury (TBI)				
	Deaf or serious difficulty hearing, benefiting from,				
	for example, American Sign Language, CART,				
	hearing aids, a cochlear implant and/or other supports				
	Blind or serious difficulty seeing even when wearing				
	glasses				
	Missing extremities (arm, leg, hand and/or foot)				
	Significant mobility impairment, benefiting from the utilization of a wheelchair, scooter, walker, leg brace(s) and/or other supports				
	Partial or complete paralysis (any cause) Epilepsy or other seizure disorders				

	Significant Psychiatric Disorder, for example, bipolar disorder, schizophrenia, PTSD, or major depression		
	Dwarfism		
	Significant disfigurement, for example, disfigurements caused by burns, wounds, accidents, or congenital disorders		
011 - D' - L'I''' 0			
Other Disabilities or Serio			
	Speech impairment		
	Spinal abnormalities, for example, spina bifida or scoliosis		
	Non-paralytic orthopedic impairments, for example, chronic pain, stiffness, weakness in bones or joints, some loss of ability to use part or parts of the body		
	HIV Positive/AIDS		
	Morbid obesity		
	Nervous system disorder for example, migraine headaches, Parkinson's disease, or multiple sclerosis		
	Cardiovascular or heart disease		
	Depression, anxiety disorder, or other psychiatric disorder		
	Blood diseases, for example, sickle cell anemia, hemophilia		
	Diabetes		
	Orthopedic impairments or osteo-arthritis		
	Pulmonary or respiratory conditions, for example, tuberculosis, asthma, emphysema		
	Kidney dysfunction		
	Cancer (present or past history)		
	Learning disability or attention deficit/hyperactivity disorder (ADD/ADHD)		
	Gastrointestinal disorders, for example, Crohn's Disease, irritable bowel syndrome, colitis, celiac disease, dysphexia		
	Autoimmune disorder, for example, lupus, fibromyalgia, rheumatoid arthritis		
	Liver disease, for example, hepatitis or cirrhosis		
	History of alcoholism or history of drug addiction (but not currently using illegal drugs)		
	Endocrine disorder, for example, thyroid dysfunction		
Other Options			
	I do not wish to identify my disability or serious health condition.		
	I do not have a disability or serious health condition.		
	I have a disability or serious health condition, and it is not listed on this form		
	Please provide additional details for your response to "I have a disability or serious health condition, and it is not listed on this form"		

Section Title	References	
In Progress		
PADs Template	DRC	https://www.disabilityrightsca.org/system/files/file-attachments/508801.pdf
	Bazelon	http://www.bazelon.org/wp-content/uploads/2017/04/PAD-Template.pdf
	North Carolina (NC)	https://www.sosnc.gov/documents/forms/advance_healthcare_directives/advance_instruction_for_mental_health.pdf
	Washington (WA)	https://nrc-pad.org/images/stories/PDFs/washingtonpadform.pdf
	Pennsylvania (PA)	https://nrc-pad.org/images/stories/PDFs/pacombinedform.pdf
	New Mexico	https://nrc-pad.org/images/stories/PDFs/newmexicopadform.pdf
	Wyoming	https://nrc-pad.org/images/stories/PDFs/wyomingpadform.pdf
	Maine	https://nrc-pad.org/images/stories/PDFs/mainepadandhcpaform.pdf
	Maryland	https://nrc-pad.org/images/stories/PDFs/marylandpadform.pdf
	Hawaii	https://nrc-pad.org/images/stories/PDFs/hawaiipadform.pdf
	Illinois	https://nrc-pad.org/images/stories/PDFs/illinoispadform.pdf
	California	https://nrc-pad.org/images/stories/PDFs/california%20pad.pdf
CA Vocational Rehabilitation	https://www.dor.ca.gov/Home/VocationalRehabilitation	
Adult Education - CalEdFacts	https://www.cde.ca.gov/sp/ae/po/cefadulted.asp	
CalEd Adult Education, Texas Ext	https://scdd.ca.gov/wp-content/uploads/sites/33/2018/03/The-Difference- Between-IEP-and-504-Plans.pdf	

#### RAND – PADs Evaluation 2022 Year-End Summary

#### Accomplishments to date

RAND has been preparing for the evaluation by attending meetings, participating in planning discussions, and offering preliminary input on the evaluation implications of design and operationalization decisions. RAND's activities to date have centered on engaging with project stakeholders (e.g., counties, other contractors) and adapting the originally-proposed evaluation to recent changes in the scope and focus of the innovation project.

A member of the RAND team attended the August 2022 in-person kickoff meeting in Fresno, which convened representatives from the counties and subcontractors. RAND prepared and delivered a presentation on the proposed evaluation, which included an overview of activities, rationale, flow, and timeline. In addition to familiarization with other parties' roles on the project and planned activities, the meeting included a debrief discussion between contractors to better understand each organization's tasks, needs, and potential synergies.

RAND also had follow-up meetings with the other contractors. Chorus, BBI, and RAND had a joint contractor meeting coordinated by Concepts Forward in September 2022. Following this, the RAND and BBI teams held two planning meetings in September to discuss the differences between their peer- and technology-focused evaluations, respectively. The discussions provided an valuable opportunity to further discuss potential synergies and efficiencies, and to offer each other collegial feedback on preliminary evaluation plans.

RAND also met with the team from PaintedBrain and CAMHPRO in November 2022. This introductory meeting was an opportunity to introduce staff from each group, and to begin conversations about collaborative evaluation.

Since the project launch, representatives from RAND have attended the biweekly Thursday meetings between Counties and Subcontractors. These meetings have provided an opportunity to stay abreast of each County's progress in launching the Innovations project. They have also provided an opportunity for RAND to ask questions about the Innovation implementation; this information has helped RAND's internal planning for the evaluation.

RAND also participated in the December 2022 Contractor meeting hosted by Chorus. The planning meeting was an opportunity for contractors to discuss and map out their workstreams, tasks, and timelines, which have evolved since the August 2022 kickoff meeting.

Finally, the RAND team has continued internal team meetings for strategic planning between these larger, multi-stakeholder meetings.

#### **Expectations moving forward**

The RAND team expects that evaluation activities will significantly ramp-up in the 2023 calendar year, beginning shortly after the New Year. RAND's evaluation activities are closely tied to the development and implementation of the PADs Facilitators training by Painted Brain and CAMHPRO. It is also tied to the Chorus development timeline. Before beginning any data collection related to evaluation, the RAND team will submit its procedures for human subjects review by RAND's IRB, the Human Subjects Protection Committee.

For the training-related evaluation, RAND anticipates using surveys, focus groups, and/or administrative data to assess relevant process outcomes (e.g., peer knowledge and attitudes, implementation barriers and facilitators, PADs completion rates)

RAND will also adapt the proposed evaluation of the Peer-level impacts of PADs, which will begin later than the training- and implementation-focused evaluation. To identify and measure consumer-level and county-level impacts of the PADs innovation project, we anticipate using surveys and/or focus groups to assess relevant outcomes such as Peer satisfaction with PADs and the impact of PADs on care experiences.

RAND will also begin working on analysis and reporting, following the implementation of data collection.

### Anticipated accomplishments by end of FY2023

Based on the current overall project timeline, we anticipate that RAND will have launched and implemented training-related evaluation activities. We also expect that we will have developed and launched activities focused on the Peer-level impacts of PADs.

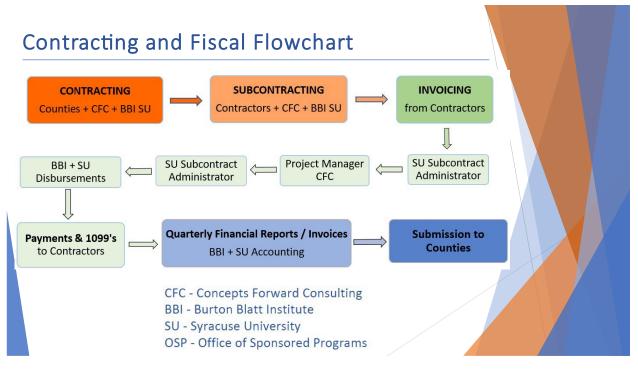


# Fiscal Intermediary Background and Financial Updates

#### Background

Syracuse University is pleased to serve in the role of Fiscal Intermediary for the Psychiatric Advance Directives (PADs) Project, which is a Mental Health Services Act Innovations Project involving the collaboration of multiple California Counties; namely, Contra Costa County, Fresno County, Mariposa County, Monterey County, Orange County, Shasta County and the Tri-City Mental Health Authority. In addition to the expertise and excellence in the programmatic areas of Disability Research and Advocacy that Syracuse University's Burton Blatt Institute brings forth to the PADs Project, Syracuse University has a dynamic research administration team that supports the world-class, top-tier research performed on campus and around the world. Syracuse University's Office of Sponsored Programs and Office of Sponsored Accounting provide the critical infrastructure to support the PADs Project contract(s) administration and fiscal oversight. Our offices primary functions are to facilitate the responsible and efficient stewardship of grant and contract funded projects from various external funding agencies. As a result of the significant federally funded research conducted by Syracuse University, we are required by federal policy, law, and regulations to have rigorous and well-documented fiscal oversight measures in place to responsibly administer these funds. This directly benefits the California PADs project, with Syracuse University serving in the role of Fiscal Intermediary. We provide a proven track record of grant and contract management and fiscal oversight, which is key to the successful administration of complex multi-party projects like PADs. Syracuse University routinely undergoes multiple audits from various agencies and external auditors with no material weaknesses noted in past years. Lastly, Syracuse University is a proud member of the Federal Demonstration Partnership (FDP), which is a cooperative of 10 federal agencies and over 200 research intensive institutions with the primary purpose to reduce the administrative burdens associated with research grants and contracts. Why is this important to the PADs Project which is not federally funded? Syracuse University is able to leverage the best practices learned through its FDP membership to the benefit of all externally sponsored projects, including the PADs project. A prime example of this benefit is the University's enrollment in the FDP Expanded Clearinghouse which essentially provides a public facing organizational profile of Syracuse University, including audit and financial data that is regularly updated on an annual basis. To review Syracuse University's profile at any given time, simply navigate to this website (https://fdpclearinghouse.org/organizations/196) for the most recent information.

Now that the overarching background of Syracuse University's role as the Fiscal Intermediary is covered in the paragraph above, we will now present a more detailed view of the underlying contracting processes and fiscal oversight in the form of the flowchart below, **Table 1**.



#### Table 1

Representatives from Syracuse University attended and presented at the PADs Project kickoff meeting held in Fresno, CA on August 16, 2022. Stuart Taub, Director, Office of Sponsored Programs, provided an overview presentation on Syracuse University's role and responsibility as the fiscal intermediary and fielded questions from the County representatives in attendance. Peter Blanck, University Professor and Chairman of the Burton Blatt Institute; Jonathan Martinis, Senior Director for Law and Policy, Burton Blatt Institute; and Gary Shaheen, Project Director, Burton Blatt Institute, each provided presentations reflecting the Burton Blatt Institute at Syracuse University's specific roles of programmatic engagement with the PADs Project, and each fielded questions from County representatives following their presentations.

On August 31, 2022, representatives from Syracuse University participated in a more detailed fiscal meeting hosted on Zoom with fiscal and contractual representatives attending from participating California Counties. The purpose of this meeting was to provide more in-depth fiscal information regarding the contractual financial management of the PADs contracts. Specific items discussed were the format and structure of Syracuse University invoices and accompanying supporting documentation. Also discussed and agreed upon were the timing of invoice submissions, which were established for quarterly billing due dates of 30 days after the completion of a fiscal quarter (e.g. – January 30, April 30, July 30, and October 30). Questions from the counties were fielded by Syracuse University fiscal representatives.

Seven (7) California Counties are actively engaged in funding the PADs Project, and with their authorization Syracuse University engaged the six (6) subcontractors providing the necessary services for the PADs Project, namely, Chorus, Concepts Forward, Hallmark Compass, Idea Engineering, Painted Brain, and RAND. Given that all subcontractor activities on the PADs Project benefit all participating

counties, payment of subcontractor invoices will be made based on a proportional allocation distribution. The distribution calculations represented in **Table 2** below are based on the allocations to each subcontractor contained in each County's approved budget. Following this structured approach, ensures that each County is invoiced precisely for the percentage of each subcontractor's efforts allocated on an invoice-by-invoice basis, such that by the conclusion of the project each county will have been billed in accordance with their originally approved budgets.

#### Table 2

	CONCEPTS FORWARD	HALLMARK	CHORUS	IDEA	RAND	PAINTED BRAIN
Fresno	22.82%	14.78%	5.45%	17.54%	13.92%	0.00%
Mariposa	0.30%	0.26%	0.12%	0.29%	0.23%	32.69%
Monterey	7.77%	6.60%	3.17%	7.52%	5.96%	0.00%
Orange	56.89%	48.34%	87.51%	55.04%	43.67%	0.00%
Shasta	3.14%	2.75%	1.32%	3.13%	2.49%	0.00%
Contra Costa	7.13%	21.66%	1.93%	13.10%	26.80%	53.48%
Tri-City	1.95%	5.61%	0.50%	3.39%	6.93%	13.83%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

#### **Invoice Allocation Model**

# **Financial Updates**

In **Table 3** below, we provide a fiscal status update of the PADs Project through December 31, 2022, on a County-by-County basis. Cumulatively across all counties, the project expenditures are tracking at 41% of the current **PADs Project** budget period which is from inception through June 30, 2023. **Table 4** reflects subrecipient spending to date. The "Obligated Amount" reflects each subcontractor's total budget for the period through June 30, 2023.

Please note, the time frames in which certain counties and subcontractors became engaged impacted the rates of expenditures shown below in **Table 3** and in **Table 4**. Contra Costa County's and Tri-City Mental Health Authority's involvement began months later that the other Counties. A large portion of Mariposa County's budget is allocated to a Peer Organization for which a subcontract with Painted Brain has just recently been fully executed. However, it is expected the rate of expenditures for these counties will become more aligned with the overall allocation by the period ending June 30, 2023. Also, Fresno County's budget is compressed and scheduled to fully expend by June 30, 2024 compared to the others which are expected to end by June 30, 2025.

## Table 3

## **Total Project Spending**

County	Yrs 1-2 Budget ending 6/30/23	Actual Expenditures	% Expended
Contra Costa	\$431,854	\$84,185.06	19.49%
Fresno	\$575,392	\$192,442.10	33.45%
Mariposa	\$70,215	\$4,322.44	6.16%
Monterey	\$263,625	\$100,276.87	38.04%
Orange	\$4,876,777	\$2,167,989.91	44.46%
Shasta	\$109,788	\$43,177.79	39.33%
Tri-City	\$111,701	\$22,096.12	19.78%
PADS Project Sponsors	\$6,439,352	\$2,614,702.06	40.61%

#### Table 4

# **Subrecipient Spending**

	CONCEPTS FORWARD	HALLMARK	CHORUS	IDEA	RAND	PAINTED BRAIN
	Invoiced through 11/30/22	Invoiced through 11/30/22	Invoiced through 11/30/22	Invoiced through 9/30/22	Invoiced through 9/30/22	Recently executed - no invoices
Obligated Amount	\$354,105.00	\$292,800.00	\$4,200,000.00	\$334,495.00	\$336,068.00	\$143,980.71
Actual Expenditures	\$195,620.15	\$73,440.00	\$2,240,000.00	\$24,647.00	\$20,928.00	\$0.00
% Expended	55.24%	25.08%	53.33%	7.37%	6.23%	0.00%