RESOLUTION - ACTION REQUESTED 2017-394

MEETING:       June 20, 2017

TO:           The Board of Supervisors

FROM:         Eric Sergienko, Health Officer

RE:           Approve an Agreement with Alliance for Community Research and Development, LLC

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Alliance for Community Research and Development, LLC (ACRD) for Consulting and Evaluation Services for the Mariposa County Medical Services Program (CMSP) Wellness and Prevention Pilot Project in a Not-To-Exceed Amount of $29,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of this agreement shall commence on May 1, 2017 and terminate on June 30, 2020.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 28, 2017 the Board of Supervisors approved an agreement with County Medical Services Program (CMSP) Governing Board with Resolution #17-93.

Additionally, the Board approved the Request to apply for a grant from CMSP on December 13, 2016 with Resolution # 2016-645.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and the Health Department will have to identify other means for counseling and evaluation services for the CMSP Wellness and Prevention Pilot Project.

FINANCIAL IMPACT:
Grant funding and corresponding appropriations are included in the proposed Fiscal Year 2017-2018 Budget.

ATTACHMENTS:
Agreement with Alliance for Community Research and Development, LLC (ACRD) (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT WITH ALLIANCE FOR COMMUNITY RESEARCH AND DEVELOPMENT, LLC (ACRD) FOR CONSULTING AND EVALUATION SERVICES FOR THE MARIPOSA COUNTY MEDICAL SERVICES PROGRAM (CMSP) WELLNESS AND PREVENTION PILOT PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Kristi Olivares, Representing, Alliance for Community Research and Development, LLC, (ACRD), ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on May 1, 2017 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

a. Contractor shall perform consultation and evaluation for the Mariposa County Medical Services Program (CMSP) Wellness and Prevention Pilot Project. This project aims to identify and address the social determinants of health of the adult uninsured population and improve the general health and wellness of uninsured individuals in the community through increased awareness and linkage to preventative care services available to potential CMSP eligible persons. For the purpose of this project, the Contractor’s responsibilities will consist of consulting on the development of an evaluation plan, helping develop and train staff in the procedures of the evaluation plan, and assist with measurement, analysis and report preparation based on the activities of the evaluation plan as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

b. The Contractor will serve as the CMSP Evaluator/Consultant to assess the program’s effectiveness at increasing CMSP enrollment and to ensure evaluation findings contribute to ongoing program improvements. The purpose of this proposed scope of work is to develop tools to provide ongoing evaluation of the program effectiveness and present an analysis of reduction of barriers and increases in awareness and enrollment in CMSP. The findings from the evaluation will lead to recommendations on how to refine the program so it may best meet its goals, objectives, and measure the effectiveness of this Program. The proposed services are described in Exhibit A.

3. COMPENSATION

Contractor shall be compensated $21,500 for Consultation services and $7,500 for Evaluation services. Contractor shall be compensated annually for services performed in an amount not to exceed $29,000. The Contractor’s cost breakdown is set forth on Exhibit A, pages 10 and 11. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the
event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

1. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

2. Primary Coverage: For any claims related to this Agreement, the Contractor's insurance overage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties
acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

   a. County will not withhold FICA (Social Security) from Contractor’s payments;
   b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
   c. County will not withhold state or federal income tax from payment to Contractor;
   d. County will not make disability insurance contributions on behalf of Contractor;
   e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Alliance for Community Research and Development, LLC (ACRD)
Attn: Kristi Olivares
936 W. 18th Street
Merced, CA 95340

**COUNTY:**
Mariposa County Health Department
County of Mariposa
Post Office Box 5
Mariposa, CA 95338
Fax: (209) 966-4929
11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and Eric Sergienko, MD, MPH, County Health Officer. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. **ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. **TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,
but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County’s sole discretion, refuse to pay Contractor for that portion of Contractor’s services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly forgoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.
29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Marshall Long, Chair Board of Supervisors

CONTRACTOR

Kristi Olivares, Representative for Alliance for Community Research and Development, LLC,

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
Exhibit A: Scope of Work

Proposed Scope of Work for Evaluation of the Mariposa County Medical Services Program (CMSP) Wellness and Prevention Pilot Project
May 1, 2017 to June 30, 2020
Prepared by Kristi Olivares, PhD
Alliance for Community Research and Development (ACRD)

Project Name: Mariposa County Medical Services Program (CMSP) Wellness and Prevention Pilot Project

CMSP’s overall goal is to identify and address the social determinants of health (SDOH) of the adult uninsured population, and improve their general health and wellness through increased awareness and linkage to preventative care services available to CMSP eligible individuals. To do this, CMSP will use the social determinants and barriers to identify and prioritize outreach efforts of the target population. ACRD will serve as the CMSP Evaluator/Consultant to assess the program’s effectiveness at increasing CMSP enrollment and to ensure evaluation findings contribute to ongoing program improvements. The purpose of this proposed scope of work is to develop tools to provide ongoing evaluation of the program effectiveness and present an analysis of reduction of barriers and increases in awareness and enrollment in CMSP. The findings from the evaluation will lead to recommendations on how to refine the program so it may best meet its goals, objectives, and measure the effectiveness of this Program.

Data Collection and Measurement:

The CMSP Program Assistant will be responsible for all data collection and entry. The Evaluator/Consultant will assist with measurement development and help the CMSP team with quality assurance in data collection and management. Measurement and data collection will occur through multiple methods depending on the data source. Clinical data on patient services and referrals from partner organizations and the CMSP will be provided to the Evaluator/Consultant in electronic, Excel-readable format in aggregate format (without individual identifiers) from the participating partners and the CMSP. Data on number and type of preventative health screenings provided at outreach events, number of provider presentations number of information toolkits distributed, and data from participant sign-in and attendance sheets will also be provided to the Evaluator/Consultant in electronic, Excel-readable format in aggregate format (without individual identifiers) from the CMSP Program Assistant who will be organizing these forms from various organizations and events. Data from self-administered pre- and post-surveys among participants (as at events and workshops) will be entered into a secure, online data system by Program staff with instruction for how to do so using unique identifiers that maintain the anonymity of participants. These online data will be retrieved by the Evaluator/Consultant for analyses.

Baseline data will be collected during Year 1. The CMSP Program Assistant will be responsible for collecting service delivery data from each site. The Assistant will review the data prior to submission to improve the quality, check for completeness and accuracy, and verify that all data elements are entered for each participant. Provider staff will enter data daily to ensure timely, consistent, and accurate data collection. Meeting this target will be part of their internal performance measures. The Evaluator/Consultant will review the data regularly for completeness and accuracy.

The evaluation will be designed to answer the following questions:
1. What are the social determinants of health and barriers experienced by uninsured, CMSP-eligible individuals?
   a. Identify and review prior, similar programs to identify common social determinants of health and barriers
b. Conduct two focus groups with community residents
c. Analyze key informant interviews with key community leaders and health providers
d. Make recommendations for best practices to address barriers

2. How is CMSP increasing community awareness?
   a. Analyze data from pre-post surveys completed during outreach events to assess
      community knowledge and awareness of barriers to health care access, health insurance
      attainment, and CSMP services
   b. Analyze the number and type of preventative health screenings provided at outreach
      events
   c. Analyze the number of provider presentations and number of information toolkits
      distributed

3. Is CMSP effectively linking uninsured individuals to partner agencies?
   a. Analyze annual records from sign-in sheets, referrals, and service delivery data
   b. Analyze data from sign-in participation sheets used to measure changes in engagement
      and program reach

4. Is the program increasing CMSP enrollment?
   a. Establish baseline during Year 1
   b. Quarterly analysis of self-administered survey data during outreach

The following activities will be implemented:

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<tr>
<th>Activities/Deliverables</th>
<th>Evaluator Hours</th>
<th>Evaluator Cost</th>
<th>Consultant Hours</th>
<th>Consultant Cost</th>
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<tbody>
<tr>
<td><strong>1. Planning and Ongoing Monitoring Activities</strong></td>
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| 1.1 Consult with Client to plan evaluation activities. Design and outline the evaluation plan to include:  
  - Identify MH staff and community partners  
  - Secure agreements or letters of support for collaborative activities from community partners  
  - Submit a schedule of activities and collaboration needed to gather the necessary information for evaluation and analysis to track data progress outcomes quarterly | 0               | 0              | 20               | 1,300           |
| 1.2 Ongoing regular contact with CMSP and partner staff to plan data collection process, define data, oversee confidentiality procedures and collect data | 0               | 0              | 40               | 2,600           |
| 1.3 Review effective linkages programs and identify what has worked for them, especially for similar communities. Identify what has worked, what has not worked, and common barriers | 0               | 0              | 20               | 1,300           |
| **2. Measurement Development**                                                         |                 |                |                  |                 |
| 2.1 Develop measurement tool(s) to identify SDOH and related barriers, and assess community awareness of CMSP. | 0               | 0              | 40               | 2,600           |

[1 focus group tool, 1 key informant interview tool, 1 pre-post survey tool for workshops, and 1 pre-post survey tool for outreach events]
2.2 Determine the process and procedures necessary to achieve the agreed upon participant samples.

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2.3 Conduct appropriate pilot testing of measurement tool(s) with participants who are representative of those targeted by the tool(s) in order to identify and address problems, biases and errors of each tool.

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2.4 Train the appropriate number and quality of people to implement the measurement tool(s) and measurement procedure(s) in a manner that minimizes bias and error and maximizes internal validity and reliability.

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2.5 Conduct and prepare a report on two focus groups with community residents to identify SDOH and barriers.
Note: The CMSP Public Health Officer will be responsible for any in-person translation services.

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<th>60</th>
<th>3,900</th>
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3. **Data Analysis and Interpretation**

3.1 Work with CMSP staff and partners to create appropriate database(s) that are formatted to present quantitative variables in numeric format ready for analysis and with an appropriate database dictionary or code book to enable interpretation of numeric values to variable labels. Final database(s) will enable exporting of the data into an Excel file.

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3.2 Work with the staff responsible for data entry to review for and correct any errors in the data prior to analysis.

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3.5 Conduct quarterly and annual quantitative analysis based on evaluation plan using summary data and SPSS. Analytic reports will include the presentation of the results in appropriate format(s) such as tables and graphs and with brief interpretive comments about the results.

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<th>5,200</th>
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4. **Report Preparation and Use**

4.1 Discuss and prepare format of quarterly reports to demonstrate summary results of information gathering and task deliverables and format for final annual report

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4.2 Prepare and submit brief quarterly reports of outreach and enrollment data (8 reports)

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4.3 Prepare and submit annual reports of CMSP activities and results for preview, request feedback for potential revision

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4.4 Prepare and submit final, cumulative report of evaluation findings of CMSP.

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**Total Cost** (across all 3 years)

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<th>$7,800</th>
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<th>$26,650</th>
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<tr>
<td></td>
<td>Budgeted: $7,500</td>
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<td>Budgeted: $21,500</td>
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<td>In-kind: $300</td>
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<td>In-kind: $5,150</td>
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