

**AMENDMENT NO. 1
TO STANDARD AGREEMENT A-13554
BETWEEN COUNTY OF MONTEREY AND
EVALCORP**

THIS AMENDMENT is made to the AGREEMENT A-13554 for evaluation services by and between **EVALCORP**, hereinafter “**CONTRACTOR**”, and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “**COUNTY**.”)

WHEREAS, the COUNTY entered into STANDARD AGREEMENT A-13554 with CONTRACTOR in the amount of \$145,000 for the term of May 31, 2017 to September 30, 2018 for services necessary to develop and implement an evaluation infrastructure for Monterey County’s Mental Health Services Act Prevention and Early Intervention-funded projects and strategies;

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to extend the term as well as revise the EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS; and the EXHIBIT B: INVOICE FORM.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “*The term of this Agreement is from May 31, 2017 to September 30, 2018, unless sooner terminated pursuant to the terms of this Agreement*” and replacing it with “*The term of this Agreement is from May 31, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement.*”
2. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS is incorporated into the Agreement to reflect the additional services to be provided beginning October 1, 2018 through June 30, 2020. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBITS A and A-1. In addition, the Section B. COMPENSATION/PAYMENT is adjusted to reflect the additional hours of evaluation services to be provided beginning October 1, 2018 through June 30, 2020.
3. EXHIBIT B-1: INVOICE FORM replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1. This EXHIBIT B-1 modifies the maximum amount payable under this AGREEMENT from the current total of \$145,000 to \$314,875.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. This Amendment No. 1 shall be effective October 1, 2018.

6. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the COUNTY on May 30, 2017.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-13554 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form¹

By: Deputy Stan County Counsel

Date: 9/6/18

Approved as to Fiscal Provisions²

By: My Auditor-Controller

Date: 9-6-18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

EVALCORP

Contractor's Business Name*

By: Kristen D Moran
(Signature of Chair, President, or Vice-President)*

President, KRISTEN DONOVAN
Name and Title

Date: 5.20.18

By: E Mein
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

EWA Geisner, Asst Secretary
Name and Title

Date: Aug 20, 2018

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

EXHIBIT A-1

**To the Agreement by and between
County of Monterey, Health Department, Behavioral Health Bureau,
hereinafter referred to as “County”**

AND

EVALCORP, hereinafter referred to as “CONTRACTOR”

SCOPE OF SERVICES/PAYMENT PROVISIONS

Term: October 1, 2018 – June 30, 2020

A. SCOPE OF SERVICES

The Monterey County Health Department, Behavioral Health Bureau identified the need to conduct a multi-phase evaluation initiative to assess Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funded strategies/projects’ implementation and resulting impacts

The purpose of Phase II of the evaluation initiative was to develop and implement an evaluation infrastructure, including data collection tools and processes, to capture evaluation data aligned with state requirements and County-specific needs. Phase II also included analysis and summarizing of available FY 2016-17 data as well as consultation on metrics to include in the County’s Annual PEI Program Evaluation Report for submission to the State on December 30, 2017.

Phase III includes the continuation of the development and implementation of the evaluation infrastructure and the production of the County’s PEI Evaluation Reports covering the Fiscal Years 2017-18 and 2018-19.

The primary services and deliverables for Phase III are outlined below.

1. CONTRACTOR RESPONSIBILITIES:

See document “EVALCORP PROJECT PLAN PHASE III” on the following pages for Scope of Services, Deliverables and Timeline of the County’s PEI evaluation initiative.

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**EVALCORP PROJECT PLAN
PHASE III
OCTOBER 1, 2018 – JUNE 30, 2020**

SCOPE OF SERVICES	DELIVERABLE(S)	TIMELINE
Part 1. Evaluation Infrastructure & Tool Development/Implementation		
a. Collaborate with County staff and provide recommendations on selection of appropriate evaluation metrics to assess effectiveness and impact of PEI programs and services.	<ul style="list-style-type: none"> Provide consultation and written recommendations pertaining to PEI programs and implementation 	October 2018 – June 2020
b. Develop/refine data collection guidelines and conduct trainings with County staff and funded Providers as needed to inform consistent collection of valid, reliable evaluation data based upon lessons learned and any changes in State Regulations.	<ul style="list-style-type: none"> Data collection guidelines and training materials 	October 2018 – June 2020
c. Monitor quality of evaluation data submitted by Providers and County staff on an ongoing basis.	<ul style="list-style-type: none"> Inventory of FY 18-19 & 19-20 program-level data and reports submitted by Providers (to be reviewed with County staff on quarterly basis) 	October 2018 – June 2020
d. Provide ongoing technical assistance to County staff and Providers as needed to strengthen data quality. e. Maintain provider training and technical assistance tracking log. f. Attend meetings (via teleconference and in person) with County staff and Providers as needed regarding evaluation data collection.	<ul style="list-style-type: none"> Training, technical assistance, and site visit tracking log 	October 2018 – June 2020
g. Facilitate evaluation meetings and maintain ongoing communication with key County management staff to inform evaluation needs and issues moving forward.	<ul style="list-style-type: none"> Meeting agendas/materials for review High-Level Summary of Meeting 	October 2018 – June 2020
h. Conduct ongoing document review to inform evaluation activities, including review of Provider contracts/scopes of work, program-level data collection tools and reports, state regulations and requirements, and other relevant materials as needed.	<ul style="list-style-type: none"> Documents reviewed 	October 2018 – June 2020
i. Develop, in collaboration with County's Prevention Services Manager, enhanced internal evaluation capacity for County use in preparing the FY 19-20 PEI Evaluation Report and future evaluation reports.	<ul style="list-style-type: none"> Implementation Plan/Document for internal evaluation capacity and ongoing sustainability 	October 2018 – June 2020

Part 2. FY 17-18 & FY 18-19 Evaluation Data Aggregation, Analysis & Report Development		
<p>a. Obtain program-level data and reports for each funded program to inform development of PEI Evaluation Report for FY 17-18 and FY 18-19.</p> <p>b. Review program-level data and reports for data quality and consistency, and liaise with County staff and/or Providers as needed regarding any data quality concerns or questions.</p>	<ul style="list-style-type: none"> ● Inventory of FY 17-18 and FY 18-19 program-level data and reports submitted by Providers and County staff 	<p>October 2018 – March 2020</p>
<p>c. Develop/refine required evaluation data-analysis plans specific to available data for each program.</p> <p>d. Conduct analyses and aggregation of available program-level quantitative data.</p> <p>e. Conduct content analysis of available program-level qualitative data (e.g., from any narrative reports submitted by Providers or open-ended survey items).</p> <p>f. Create data tables, graphs, and charts of program-level data for inclusion in the FY 17-18 & FY 18-19 PEI Evaluation Reports.</p> <p>g. Finalize FY 17-18 & FY 18-19 PEI Evaluation Reports for submission to Monterey County and the State.</p> <p>h. Provide consultation and assistance to Prevention Manager in developing a Monterey County Prevention Report for communicating outcomes and impact of PEI funded programs to community groups and stakeholders, in alignment with annual plans and other MHSAs required reporting.</p> <p>i. Present report(s) to stakeholder groups.</p>	<ul style="list-style-type: none"> ● FY 17-18 & FY 18-19 PEI Evaluation Reports inclusive of program-level quantitative and qualitative analyses ● Due dates for Evaluation Reports coincide with County’s preparation of the final draft “MHSAs FY 20 Annual Update” to be posted March 2019, and final draft “MHSAs 3-Year Program & Expenditure Plan for FY 21-23” to be posted March 2020. Draft Reports will be submitted to County at least 30 days prior to each Report’s posting date to allow for review and revisions as may be needed. 	<p>October 2018 – June 2020</p>

County and Contractor acknowledge that the above Project Plan Timeline is a forecast and if needed, can be modified upon mutual written agreement.

2. COUNTY RESPONSIBILITIES

- a. Provide timely access to Provider documentation, contracts/scopes of work, data collection tools, data/reports, and other relevant materials as requested by EVALCORP. Assist with requests to County staff and Providers for program-level PEI data and/or reports as needed.
- b. Provide any new MHSA PEI related documentation or reports pertaining to established goals, objectives, outcomes or other key elements that could impact evaluation or data collection efforts moving forward.
- c. Provide access to internal Quality Improvement staff, PEI contract monitors, and IT database development staff as needed to work with the EVALCORP team.
- d. Participate in meetings with EVALCORP regarding evaluation and data collection needs, issues, and priorities.
- e. Provide information such as dates, times, and locations for meetings at which EVALCORP should attend either via teleconference or in person.

B. PAYMENT PROVISIONS

1. COMPENSATION/ PAYMENT

A. County shall pay an amount not to exceed \$314,875.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Maximum Liability:

PEI EVALUATION SERVICES	MAXIMUM AMOUNT
Phase II: May 31, 2017 through September 30, 2018	\$145,000.00
Phase III: October 1, 2018 through June 30, 2020	\$169,875.00
TOTAL MAXIMUM LIABILITY	\$314,875.00

CONTRACTOR’S compensation for services rendered shall be based on the following rates for the period October 1, 2018 through June 30, 2020:

CONTRACTOR PERSONNEL	RATE/HOUR OFFSITE	RATE/HOUR ONSITE	MAXIMUM TOTAL HOURS
Project Director – Dr. Kristen Donovan	\$115.00	\$127.65	235
Project Manager – Sabrina Perlman, MA	\$95.00	\$105.45	875
Data Manager – Shayla Wilson, MA	\$90.00	\$99.90	534
Research Assistants – M.A. level	\$65.00	\$72.15	393
MAXIMUM TOTAL NUMBER OF HOURS TO COMPLETE ABOVE STATED DELIVERABLES			2,037

There shall be no separate travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the rates charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

2. CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall submit via email a monthly claim using Exhibit B-1, Invoice Form in Excel format with electronic signature along for services rendered to:

MCHDBHFinance@co.monterey.ca.us

Payment is based upon satisfactory acceptance of each project deliverable by the Behavioral Health Director or designee. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

EXHIBIT B-1: Invoice Form

Invoice Number : _____

Contractor : EVALCORP

Address Line 1 15614 Alton Parkway, Suite 450
Address Line 2 Irvine, CA 92618

County PO No.: _____

Tel. No.: 949-271-6437
Fax No.: 949-271-6301

Invoice Period : _____

Contract Term: May 31, 2017 - June 30, 2020

Final Invoice : (Check if Yes)

BH Division : Mental Health Services

BH Control Number _____

CONTRACTOR PERSONNEL & TOTAL BILLABLE HOURS	PROJECT DELIVERABLE(S) DURING INVOICE PERIOD	Total Maximum CONTRACT Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
		\$ 314,875.00			\$ 314,875.00	100%
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
TOTALS		\$ 314,875.00	\$ -	\$ -	\$ 314,875.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
 Title: _____

Date: _____
 Telephone: _____

Send to: Behavioral Health Administration
 MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment