RESOLUTION - ACTION REQUESTED 2017-689

MEETING: October 10, 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 the Mariposa County Tobacco Education Program in a Not-To-Exceed Amount of $21,480 per year, or a total of $87,360 for the four-year period; and Authorize the Board of Supervisors Chair to Sign the Agreement

The term of this agreement shall commence on July 1, 2017 and terminate on June 30, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Tobacco Education Program (TEP) is funded by the California Tobacco Control Program (CTCP) at an annual amount of $369,105 for the FY2017-2018 from Proposition 99 funds and new funding from Proposition 56, which increased the State tobacco tax. Annual funding allocations for FY2018 - FY2021 range from $305,085 to $318,270.

Due to the significant funding available for tobacco control starting in FY2017-2018 and continuing through FY2021, CTCP expects and requires an increase in TEP deliverable requirements. The funding requirements include an increased allocation of funds for contractual work to be provided by an External Evaluator to assist with report writing, data translation and dissemination.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and the Health Department will have to identify other means for evaluation services for the Tobacco Education Program.

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

ATTACHMENTS:
MCTEP-ACRD_Agreement_2017-2021_final (DOC)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann
AGREEMENT WITH ALLIANCE FOR COMMUNITY RESEARCH AND DEVELOPMENT, LLC (ACRD) FOR EVALUATION SERVICES FOR THE MARIPOSA COUNTY TOBACCO EDUCATION PROGRAM

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

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform evaluation services for the Mariposa County Tobacco Education Program. This program aims to identify tobacco control and prevention strategies that will reduce exposures to second and third-hand smoke, reduce availability and marketing of tobacco products to youth, and improve community support for changing smoking behavior through environmental, systems and policy change. For the purpose of this project, the Contractor’s responsibilities will consist of development of an evaluation plan, assistance with staff training in the procedures of the evaluation plan, and 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.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $21,840 per year, for a total of $87,360 for the four-year period. The Contractor’s hourly rates are listed in Exhibit A, Table 1. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. The payment breakdown is as follows: four (4) quarterly invoices annually of $5,460 each.

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 $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 coverage 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 B.

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.

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 foregoes 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

Mariposa County Tobacco Education Program
Alliance for Community Research and Development (ACRD)
External Evaluation 2017-21 Scope of Work

Contractor Responsibilities:
Consistent with the elements of the 2017-2021 Comprehensive Tobacco Control Plan (CTCP) Evaluation Plan, Contractor shall work in collaboration with project staff to:

I. Define the goals and methods of the evaluation.

II. Revise the 2017-2018 SOW Evaluation Plan, Activities & Narrative based on the 2017-2021 Comprehensive Tobacco Control Plan Guidelines, including participating in the CTCP negotiation process and revisions.

III. Meet with the Internal Evaluation Project Manager monthly (or as needed) to monitor evaluation plan implementation, document information for final evaluation reporting, and support the Agency’s work and goals through evaluation activities.

IV. Collaborate with the Internal Evaluator to identify and address internal evaluation weaknesses regarding evaluation activities, as needed.

V. Conduct data collection logistics planning in collaboration with the Agency.

VI. Develop evaluation instruments for the project consistent with sound evaluation and measurement principles for valid evaluation.

VII. In partnership with Agency staff, provide technical assistance on data collection and data entry to ensure data reliability and validity.

VIII. Set up databases for pen-to-paper and online/handheld data collection for project staff to populate, as necessary.

IX. Process and prepare data for analysis and/or clean data and conduct analyses for each evaluation activity in the Agency’s Evaluation Plan.

X. Work with agency to co-interpret the meaning of the results for each evaluation activity, within the context of the Agency’s community. Help the agency formulate recommendations and help project staff understand the results of data and how the data informs the project’s intervention activities.

XI. Develop final evaluation reports in collaboration with the Internal Evaluation Project Manager, program staff, and Project Director/Coordinator. Community-related and intervention-related information will be written by the Agency. Evaluation sections and reports will be developed before the conclusion of the contract and shall be prepared consistent with the format described in Tell Your Story: Guidelines for Preparing Useful Evaluation Reports.

XII. Develop the Agency Evaluation Plan for the next scope of work period, in collaboration with the Internal Evaluation Project Manager and Project Director/Coordinator, consistent with the SOW Guidelines (released in 2020), including attending to appropriate methodology (i.e. sample sizes, participant sampling, etc.).
EXHIBIT A – Scope of Work

XIII. Assist Agency in using the evaluation findings to best improve their progress and project impact.

XIV. Perform the following evaluation activities, per the non-primary and primary objectives (listed below) organized by type of activity and year, in the Agency’s 2017-2021 CTCP Scope of Work (see Table 1):

**Objective 1:** By June 30, 2021, The County of Mariposa will adopt a new policy, or amend the existing county wide smoking and tobacco use policy, to include 100% smoke-free outdoor dining areas at restaurants and within 40 feet of mobile food trucks.

**Objective 2 (primary):** By June 30, 2021, The Mariposa County Board of Supervisors will adopt a storefront window advertising policy limiting the coverage of all advertising and signage (including tobacco, alcohol, food, and beverage) to no more than 15% of the square footage window space on retail stores.

**Objective 3:** By June 30, 2021, The Tobacco Education Program will formalize a minimum of two new collaborative partnerships (health, education, faith, business, cultural/ethnic organizations etc.) to address health inequities, social determinants of health and chronic disease prevention including tobacco control in Mariposa County through community change strategies. As a result of the formalized partnership, each new partner will participate in at least one tobacco education activity such as an educational meeting with community leaders, letter writing, data collection and/or media activities.

**Objective 4:** By June 30, 2021, the Mariposa County Board of Supervisors will adopt and implement a policy designating 90% of existing and new individual units, including balconies and patios, in multi-unit housing (MUH) complexes (with two or more attached units), and 100% of Common Areas, other than in a designated Smoking area, as smoke-free.

**Other:**

XV. Contractor will provide the above services on a fixed fee basis based on 10% FTE (208 hours) at $105/hour annually (Fiscal year July 1 – June 30). Contractor shall invoice the Agency for services completed on a quarterly basis (September 30, December 31, March 31, and June 30) to the Mariposa County Tobacco Education Program Director/Coordinator. The maximum amount payable to Contractor under this four-year contract is **$21,840 per year** for a total of **$87,360** for the four-year period. The payment breakdown is as follows: 4 quarterly payments annually of $5,460 each.

XVI. Contractor services shall be rendered primarily at Contractor’s office and via telecommuting.
### Table 1. External Evaluation Services Provided by Fiscal Year

<table>
<thead>
<tr>
<th>Evaluation Services</th>
<th>17/18</th>
<th>18/19</th>
<th>19/20</th>
<th>20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Evaluation Plan Development (including CTCP negotiations and revisions)</td>
<td>Development of the Tobacco Control Program’s 2017-2021 Evaluation Plan</td>
<td>Revision to Evaluation Plan, if necessary</td>
<td>Regular (monthly or as needed) e-mail check-ins and/or meetings with IE</td>
<td>Development of the Agency’s 2020-2024 CTCP’s Evaluation Plan</td>
</tr>
<tr>
<td>2. Evaluation Plan Monitoring, Scheduling, Implementation &amp; Data Discussion</td>
<td>Regular (monthly or as needed) e-mail check-ins and/or meetings with IE</td>
<td>Regular (monthly or as needed) e-mail check-ins and/or meetings with IE</td>
<td>Regular (monthly or as needed) e-mail check-ins and/or meetings with IE</td>
<td>Regular (monthly or as needed) e-mail check-ins and/or meetings with IE</td>
</tr>
<tr>
<td>3. Develop all data collection instruments and protocols (23), technical assistance on data collection and data entry</td>
<td>HSHC Campaign</td>
<td>HSHC Campaign</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4. Develop all evaluation activity reports 45 total reports</td>
<td>9-18 annual activities</td>
<td>9-18 annual activities</td>
<td>9-18 annual activities</td>
<td>9-18 annual activities</td>
</tr>
<tr>
<td>5. Statewide Meetings/TCEC Trainings (costs shared by 5 projects)</td>
<td>1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year</td>
<td>1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year</td>
<td>1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year</td>
<td>1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year</td>
</tr>
<tr>
<td>6. Final Evaluation Reporting</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3 Brief Evaluation Reports 1 Final Evaluation Report</td>
</tr>
<tr>
<td>7. Participate in CX secondary data collection and sense-making</td>
<td>-</td>
<td>CX Process</td>
<td>CX Process</td>
<td>-</td>
</tr>
</tbody>
</table>

| Total Hours | 208 hours | 208 | 208 | 208 |
| TOTAL COST  | $105/hr x 208/hr = $21,840 Total | $105/hr x 208/hr = $21,840 Total | $105/hr x 208/hr = $21,840 Total | $105/hr x 208/hr = $21,840 Total |
EXHIBIT A – Scope of Work

Agency Responsibilities:
I. Agency will be responsible for all data collection and data entry, internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. Agency will add Contractor as an “Applicant” in OTIS to allow the Contractor access to the Agency’s 2017-2021 plan period.

II. Agency will reimburse Contractor approximately 10 days after invoice is received, reviewed and approved by Agency Project Director.

Joint Responsibilities:
I. Both Contractor and Agency will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.
Table 2 provides a more detailed list of internal evaluator and external evaluator responsibilities:

### Table 2. Internal and External Evaluator Responsibilities

<table>
<thead>
<tr>
<th>Role, Responsibilities &amp; Tasks</th>
<th>Internal</th>
<th>External Evaluator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Evaluation Plan Development</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defining the goals and methods of the evaluation (e.g., end-use strategizing, outcome and/or process and evaluation activities)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Evaluation plan development for 2017-2021 SOW &amp; CTCP negotiations meetings, including revisions</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Evaluation plan development 2020-24 &amp; CTCP negotiations meetings, including revisions</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>Evaluation Planning, Scheduling &amp; Monitoring Meetings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation plan implementation &amp; monitoring meetings (monthly, or as needed)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Document and archive activity outcomes (e.g., target audience, approaches, audience reaction and comments, actions taken as a result, etc., as well as how results were shared with key stakeholders)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Data Collection</strong></td>
<td></td>
<td></td>
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<tr>
<td>Data collection logistics planning</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Developing data collection instruments &amp; protocols, determining sampling specifics and data collection parameters</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Instrument pilot testing &amp; field testing, if necessary</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Approving data collection instruments &amp; protocols, sampling specifics and data collection parameters, with support from the External Evaluator</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Conduct data collection trainings on data collection and data entry</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide technical assistance on data collection and data entry</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Database design or online survey set up for data collection using online/handheld/mobile devices or entry by staff data collectors</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Data Collection and Analysis</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collecting data and information (primary data)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Processing and preparing data for analysis</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
### Role, Responsibilities & Tasks

<table>
<thead>
<tr>
<th>Data cleaning</th>
<th>Internal</th>
<th>External Evaluator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data analyses</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reporting and Sharing Findings**

<table>
<thead>
<tr>
<th>Interpreting results and formulating recommendations</th>
<th>Internal</th>
<th>External Evaluator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particpatory sense-making to understand how data informs project activities</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Writing evaluation activity summary reports for the project and for inclusion in progress reports</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Reviewing and editing evaluation activity summary reports for the project and for inclusion in progress reports</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Identifying appropriate audiences for the findings, with guidance from the External Evaluator</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Preparing data visualizations, Highlights or Executive Summaries for sharing results throughout the project in community presentations, fact sheets, educational packages, reports. The External Evaluator can review the final product and provide feedback, if needed.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Populating OTIS with evaluation-related Information semi-annually</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Statewide Meetings/Trainings**

<table>
<thead>
<tr>
<th>Participate in 1-2 in-person statewide meetings/regional trainings per year</th>
<th>Internal</th>
<th>External Evaluator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participate in 2-3 online Statewide trainings per year</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Final Evaluation Report Development (2017-2021)**</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

| Brief Evaluation Report for non-primary objectives with Internal Evaluator support |          | X                  |
| Brief Evaluation Report (Interim Report) for primary objectives targeting multiple jurisdictions | X        | X                  |
| Final Evaluation Report for primary objectives | X        | X                  |

**Stakeholder Activities**

| Educating project directors and partners informally | X |
| Formally presenting data in meetings/forums | X |
**EXHIBIT A – Scope of Work**

<table>
<thead>
<tr>
<th>Role, Responsibilities &amp; Tasks</th>
<th>Internal</th>
<th>External Evaluator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collecting secondary data for CX Needs Assessment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Planning and facilitating CX Meetings with External Evaluator guidance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>as to how the Agency can use their data to plan their meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitate general strategic planning or Midwest Academy Strategy (MASC)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>planning with coalition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participatory sense making of how secondary data informs CX process</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Reporting on CX Needs Assessment by indicator/asset in OTIS</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>