**Appendix E:**

**Sample Contract – External Evaluator**

When contracting with an External Evaluator, California Tobacco Control Program (CTCP)-funded projects can establish a 1-year contract or multi-year contract, the choice of which is determined by local policy. Most agencies have a contract template which requires that a scope of work definition be attached as an exhibit. Below is a sample of a 4-year contract exhibit that can be used as is or customized to fit any project’s needs. The sample contract is based on the typical roles and responsibilities of a 10% FTE External Evaluator (208 hours per year). The table on page 3 organizes tasks to be performed in each fiscal year. Projects can contract for more than the minimum of 208 hours, if desired.

**This is for illustrative purposes only. This is not a template or a requirement.**

**- Sample 4-Year Contract Exhibit -**

**[Agency Name & Name of Tobacco Control Program]**

[Contractor Name]

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:

1. Define the goals and methods of the evaluation.
2. Revise the 2017-2021 Scope of Work (SOW) Evaluation Plan, Activities & Narrative based on the 2017-2021 Comprehensive Tobacco Control Plan Guidelines, including participating in the CTCP negotiation process and revisions, as necessary.
3. Meet with the Internal Evaluation Project Manager and/or Project Director monthly (or as needed) to monitor evaluation plan implementation and document information for interim and final evaluation reporting.
4. Conduct data collection logistics planning.
5. Develop/design evaluation instruments for the project consistent with sound evaluation and measurement principles for valid evaluation.
6. In partnership with project staff, conduct data collection trainings and/or provide technical assistance on data collection and data entry to ensure data reliability and validity.
7. Set up databases for online/handheld data collection for project staff to populate, as necessary.
8. Process and prepare data for analysis and/or clean data and conduct analyses for each evaluation activity in the tobacco program’s Evaluation Plan.
9. Interpret results of each data collection/evaluation activity, formulate recommendations and help project staff understand the results of data collection and how the data informs the project’s intervention activities.
10. Develop final evaluation reports - 3 brief evaluation reports for 3 non-primary objectives and 1 final evaluation report for 1 primary objective - in accordance with tobacco program’s Evaluation Plan and in collaboration with the Internal Evaluation Project Manager, the Project Director and/or project staff. All evaluation 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.*
11. Develop the tobacco program’s Evaluation Plan for the next (2021-2025) SOW period, in collaboration with the Internal Evaluation Project Manager and Project Director, consistent with the SOW Guidelines (released in 2020), including sample sizes, sampling methodology, etc.
12. Perform the following evaluation activities, per the non-primary and primary objectives (listed below) organized by type of activity and year, in the tobacco program’s 2017-2021 CTCP SOW:

**[List each objective here]**

| **Evaluation Services** | **17/18** | **18/19** | **19/20** | **20/21** |
| --- | --- | --- | --- | --- |
| 1. **Evaluation Plan Development** (including CTCP negotiations and revisions)
 | Development of the Tobacco Control Program’s 2017-2021 Evaluation Plan | Revision to Evaluation Plan, if necessary | Revision to Evaluation Plan, if necessary | Development of the Agency’s 2021-2025 CTCP’s Evaluation Plan  |
| 1. **Evaluation Plan Monitoring, Scheduling, Implementation & Data Discussion**
 | Regular (monthly or as needed) meetings with PD/EPM | Regular (monthly or as needed) meetings with PD/EPM | Regular (monthly or as needed) meetings with PD/EPM  | Regular (monthly or as needed) meetings with PD/EPM |
| 1. **Develop all data collection instruments and protocols ( 15-17), technical assistance on data collection and data entry**
 | 15-17 Instruments | HSHC Campaign | HSHC Campaign | - |
| 1. **Conduct data collection trainings**
 | Litter Clean up | - | Obs. Survey | - |
| 1. **Data collection**
 | KIIs | Focus Group | KIIs | - |
| 1. **Develop all evaluation activity reports**

**25-30 total reports** | 6-10 evaluation activity reports | 6-10 evaluation activity reports  | 6-10 evaluation activity reports | 6-10 evaluation activity reports |
| 1. **Evaluation Activity Reporting in OTIS**
 | - | - | - | - |
| 1. **Final Evaluation Reporting**
 | - | - | - | 3 Brief Evaluation Reports1 Final Evaluation Report |
| 1. **Statewide Meetings/TCEC Trainings** (costs shared by 4 projects)
 | 1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year2-3 Communities of Practice meetings per year | 1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year2-3 Communities of Practice meetings per year | 1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year2-3 Communities of Practice meetings per year | 1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year2-3 Communities of Practice meetings per year |
| 1. **Other**
 | Travel to Agency twice per year for data collection trainings and/or data presentations | Travel to Agency twice per year for data collection trainings and/or data presentations | Travel to Agency twice per year for data collection trainings and/or data presentations | Collecting data (secondary data) for CX Needs Assessment Travel to Agency twice per year for data collection trainings and/or data presentations |
| **Total Hours** | 208 | 208 | 208 | 208 |

**Other:**

1. Contractor will provide the above services on a fixed fee basis based on 208 hours 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 [Tobacco Control Program Name] Project Director. The maximum amount payable to Contractor under this four-year contract is $X per year (including $X travel expenses per year) or a total of $X for the four-year period. The payment breakdown is as follows: 4 quarterly payments annually of $X each.
2. Contractor services shall be rendered primarily at Contractor’s office and via telecommuting.

**Agency Responsibilities:**

1. Agency will be responsible for 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.
2. Agency will reimburse Contractor approximately \_\_ days after invoice is received, reviewed and approved by tobacco program’s Project Director.

**Joint Responsibilities:**

1. 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.

**- End Sample Contract -**



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| --- | --- | --- | --- | --- |
| Developed by the Tobacco Control Evaluation Center, a project of the University of California Davis.© 2018. California Department of Public Health. Funded under agreement #17-10047. |  |  |  |  |