## EVALUATION SERVICES AGREEMENT

This Agreement, by and between the Stephanie Armbrister Strutner, dba Catalyst Evaluation Group, located at 1937 Piperton Lane, Knoxville, TN 37931 (hereinafter, “Evaluator”) and Sauk County ("Coalition") (representing Sauk County Prevention Partnership) with a principal place of business at 505 Broadway, Ste. 372, Baraboo, WI, 53913), is for coalition evaluation services.

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Evaluation Services: Evaluator shall provide the services described below:

With advanced knowledge of evaluation design and implementation, Mrs. Strutner will work with the Coalition to develop an evaluation plan to evaluate coalition progress and efficiency toward implementation of the action plan and measure contribution toward short-term, intermediate, and long-term objectives set in the coalition’s grant proposals. The evaluation database and all evaluation materials will be custom tailored to suit the Coalition’s organizational documents, including the components required for graduation from the National Coalition Academy. Mrs. Strutner also has analysis experience and will provide all analysis services of coalition materials and activities including short-term, intermediate, and long-term objectives appropriate by the Coalition.

Responsibilities of the Evaluator include:

1. Customize an evaluation plan, as stated above, to meet the Coalition’s logic model (including problem, root causes, and local conditions as required by Drug Free Communities Support Program) and action plan for grant implementation and update the plan annually, or more frequently if the need arises, to systematically monitor progress toward short-term, intermediate, and long-term objectives to enable the coalition to systematically track and input data into DFC Me (the Drug Free Communities Support Program mandatory reporting system) and to measure Coalition progress toward set objectives and population-level behavior change;
2. Create a customized database for data entry;
3. Review coalition records monthly to ensure proper entry and coalition progress;
4. Provide an ongoing review of program data as provided by the Project Coordinator to measure Coalition progress toward set objectives and population-level behavior change;
5. Actively participate in and lead annual reviews and evaluations of implementation activities related to the coalition’s DFC Action Plan;
6. Provide consultation and recommendations for data collection including design of pre- and post-test surveys requested by coalition to monitor effectiveness of coalition programs, tailored to meet the needs of implementation activities identified in the DFC Action Plan;
7. Analyze assessments, data collected, programs, Coalition effectiveness, and impact, process, and outcome measures as outlined in the action plan;
8. Provide a formal, written evaluation annually on Coalition progress toward set objectives, as outlined in the action plan;
9. Provide quarterly reports on coalition implementation progress and effectiveness based on data submitted through the Coalition’s customized database;
10. Draft, provide in electronic form, evaluate, and report biennial core measures survey, including the mandatory DFC Core Measures (30-day prevalence of use, perception of harm, perception of parent disapproval, perception of peer disapproval) for alcohol, tobacco, marijuana, and prescription drugs);
11. Utilize local statistical measures required by the DFCS program to observe trends in prevalence of use of substances outlined in the DFC grant proposal (including, but not limited to GPRA measures), utilizing cultural competency standards to ensure materials are understandable to the majority of the population;
12. Make recommendations based on evaluation findings, incorporating formative evaluation in addition to process and outcome evaluation, to monitor progress throughout the project period to maximize effectiveness and lead to sustainability;
13. Present evaluation findings as deemed appropriate by the Coalition; and
14. Facilitate development of measurable outcomes for Coalition’s strategic and action plan as required by the DFC Program.
15. Compensation: In consideration of the completion of the SERVICES, the Coalition shall pay the Evaluator as follows:
	1. $10,000 paid in full upon for year one, due upon execution of MOU
	2. $10,000 annually, paid in quarterly increments upon invoice in the amount of $2,500

This agreement will remain in effect through the end of the project period of September 30, 2026 unless terminated in writing by mutual agreement pursuant to the terms of this contract.

 The compensation specified shall constitute the Evaluator’s entire compensation under this Agreement, exclusive of all expenses unless on-site travel is requested. It is understood and agreed that Evaluator shall not receive any additional compensation unless this agreement is amended.

1. Payment Procedure: Consultant shall submit an invoice for year one in full and in each subsequent year in quarterly installments, unless other arrangements are made. Invoices will be paid within 60 days of receipt.
2. Term: This Agreement shall be effective upon signing by both parties, and shall continue until the completion of the SERVICES or the termination of this Agreement in writing, requiring a 90-day written notice.
3. Records: During the term of this Agreement, and for a period of three (3) years following the termination thereof, the Evaluator shall maintain books and records supporting all projects under this Agreement. The Coalition shall have reasonable access to such records as required.
4. Confidential Information: The Evaluator acknowledges that in the performance of this Agreement, Evaluator may have access to confidential and propriety information of the Coalition, including, but not limited to, membership information and evaluation reports and other confidential information. Evaluator agrees that during the term of this Agreement and thereafter, Evaluator shall not disclose such Confidential Information to others, and shall not use the Confidential Information except as necessary to carry out obligations under this Agreement. Upon termination of this Agreement, the Coalition shall immediately return copyrighted material provided to the Coalition by the Evaluator.
5. Materials: Evaluator data collection and analytical materials may include materials in printed, diskette, electronic or other forms. Evaluator retains any and all right, title and interest, including copyright, in and to the Evaluator materials. Evaluator materials (including the copyrighted database) may be used only in connection with providing SERVICES under this Agreement, and may not be otherwise copied, reproduced, downloaded on a computer, or distributed to third parties. Upon completion of the SERVICES or termination of this Agreement, whichever occurs first, the Coalition shall immediately return all existing copies or partial copies of the Evaluator materials to Evaluator, and, if applicable, remove them from the Coalition’s computers, and shall certify to Evaluator that all copies or partial copies have been returned or destroyed.
6. Property: The reports and data developed under this agreement described shall become the sole property of the Coalition.
7. Termination: Either party may terminate this Agreement at any time for cause, including but not limited to unsatisfactory performance so long as termination is provided in writing 90-days in advance. In the event of termination, neither party shall have no further liability under this Agreement.
8. Hold Harmless: The Coalition agrees to hold harmless, indemnify, and defend Evaluator, and its officers, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorney’s fees and expenses, arising out of, or relating to the performance of the SERVICES by Evaluator.
9. Independent Contractor Relationship: The parties agree that Evaluator is and shall be deemed at all times an independent contractor and not an employee, agent or representative of the Coalition. The parties further agree that neither party shall be liable for any obligations incurred by the other party.
10. Taxes: All income and employment taxes are the responsibility of the Evaluator. Nothing in this Agreement shall impose any tax liability upon the Coalition, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by the Evaluator. Evaluator understands and agrees that the Coalition shall not withhold from Evaluator’s payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to Evaluator under this Agreement, and that Evaluator will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state, or local, which are legally required to be paid in connection with such payment.
11. Conflicts of Interest: The Consultant affirms that there exists no actual or potential conflict between the Evaluator’s family, business, or financial interests and the performance of SERVICES under this Agreement. The Evaluator will notify the Coalition of all changes in any of such interests during the term of this Agreement and any amendments thereto.
12. Representations and Warranties: Evaluator represents and warrants that any Evaluator materials used under this Agreement will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm, or corporation, and will not contain any libelous or other unlawful matter.
13. Enforceability: If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect.
14. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.
15. Headings. The captions and headings are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.
16. Waiver. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by Evaluator and the Coalition.
17. Drafting. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter or drafter(s) of this Agreement.
18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that Evaluator may not assign any right or obligation under this Agreement without the Coalition’s prior written consent.
19. Authorized Persons. The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind the Coalition and Evaluator.
20. Amendments: This Agreement constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.
21. Governing Law: This Agreement shall be governed by the laws of the states therein.



Evaluator Signature Signature

Stephanie Armbrister Strutner

Printed Name Printed Name

Evaluator, Independent Contractor

Title Title

September 28, 2021

Date Date