

# Sample Evaluation Contract

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Agreement by and between

**THE BEST PREVENTION PROGRAM EVER, INC.**  
[Address]

and

**THE BEST EVALUATORS, INC.**  
[Address]

THIS AGREEMENT, entered into as of the first day of October 1, 2020, by and between the Best Prevention Program Ever, Inc. (hereinafter referred to as “BPPE”), and the Best Evaluators, Inc. (hereinafter referred to as “BEI”), a corporate body duly organized under the general laws and located at [address],

WITNESSETH THAT:

WHEREAS, BPPE has received a grant from the X Foundation (hereinafter referred to as “Foundation”) for an assessment of adolescent substance abuse treatment needs in Y community; and

WHEREAS, BPPE desires to engage BEI to render services in the execution of the assessment; and

WHEREAS, BEI has agreed to perform such services and has the apparent ability to so perform; and

WHEREAS, BPPE has encumbered \$34,572, the full amount payable under this agreement, with a Foundation grant number of XXXYYY. (The amount of \$572 to remain available to BPPE for food, and the amount of \$34,000 to be paid to BEI.)

NOW, THEREFORE, BPPE requests and BEI agrees to formulate, implement, and operate this activity in strict compliance with and in accordance with the conditions spelled out in the following sections:

## 1. SCOPE OF PROJECT SERVICES

The project objectives are to:

- Assess the extent of adolescent substance abuse within Y community.
- Assess the level of adolescent-specific substance abuse resources (including but not limited to, inpatient facilities, outpatient facilities, and recovery support services) available within Y community.
- Identify gaps and deficiencies in resources available in Y community to meet identified adolescent substance abuse treatment needs.
- Identify existing evidence-based and best practices continuum of care models of adolescent substance abuse treatment care.
- Create a feasible, sustainable, and evidence-based written plan for a continuum of adolescent substance abuse treatment care in Y community.

To accomplish these objectives, BEI will:

## **1: Conduct a Literature Review**

BEI will conduct a review of relevant literature at the outset of the project with a preliminary report to be completed by November 30th, 2020. Topics investigated will include, but are not limited to, valid indicators of adolescent substance abuse, estimating treatment needs among an adolescent population, and existing best practices models for adolescent treatment delivery systems.

## **2: Retrieve and Collect Needs and Resources (Services) Data**

### **2a. Retrieve Existing Needs and Resources Data**

BEI will first ask members of the proposed Advisory Group and Coalition Working Group for help identifying existing data sources. Next, a snowball approach will be utilized in which the identification of some sources leads to others. This ongoing task will be completed by January 31st, 2021.

### **2b. Collect New Needs and Resources Data**

BEI will attempt to locate data from state, regional or even national sources that can place local data in context. When possible, BEI will retrieve data for past periods so that we can describe trends in the data over time.

Existing sources of data are unlikely to provide information about all the needs and resources defined as targets of inquiry at the outset of the project. Decisions about what new data to collect and about how it should be collected will be made in collaboration with the project Advisory and Coalition working Groups. BEI expects to use multiple methods. BEI will provide the Group with information about the relative advantages and disadvantages of different data collection techniques, such as: key informant interviews, focus groups, community forums, and case studies. The decision of what data sources will be used will be accomplished by December 31st, 2021. The data collection will be completed by January 31st, 2021.

Data collection methods that involve additional expenses, such as reproduction, postage, and data entry costs are not feasible within the constraints of the budget. Therefore, surveys of the targeted populations and surveys of providers will not be possible unless they are very limited in scope.

## **3: Prepare a Comprehensive Assessment of Needs and Resources**

The information collected will be analyzed with the aim of determining (a) the level of adolescent substance use and abuse and (b) the number of youth requiring treatment for substance abuse. This will be accomplished by February 28th, 2021.

## **4: Submit a Final Report Including a Summary of Findings and Recommendations**

BEI will prepare a written report that summarizes findings from the needs assessment, resource assessment, and review of existing models, and provides concrete and specific recommendations for improving adolescent treatment delivery. A draft of this report will be completed by March 15th, 2021, for review by the Advisory Group and Coalition, and a final report will be completed by March 31st, 2021, followed by a formal presentation to the two groups on or about April 1st, 2021.

## **Reporting**

In addition to the Final Report submitted at the conclusion of the project, BEI proposes to submit monthly status reports to both BPPE and The Foundation.

## **Protection of Human Subjects**

BEI will take appropriate steps to safeguard the confidentiality and welfare of human subjects participating in these studies, meeting all federal requirements concerning the protection of human subjects.

### **Data Ownership and Distribution of Findings**

BEI affirms that BBPE owns any data collected during the study and BEI will protect the confidentiality of the data at all times. Evaluation reports prepared by BEI will not be submitted to any organization or agency without prior review by BBPE. Also, BEI will not submit papers for publication or make presentations about the study without prior approval by BBPE.

### **2. TIME FOR PERFORMANCE**

Performance will commence on October 1, 2020 and will be completed on April 1st, 2021.

### **3. COMPENSATION AND METHOD OF PAYMENT**

BPPE agrees to pay BEI an amount not to exceed \$34,000. Six equal payments will be made by BPPE of \$5666.66 following the receipt of monthly status reports and invoices from BEI. BPPE may withhold the final payment of \$5,666.66 until receipt of the final report.

### **4. CHANGES**

Either party may from time to time request changes in the Scope of Project Services to be performed by BEI hereunder. Such changes shall be mutually agreed upon by BPPE, the Coalition and BEI, and shall be incorporated in written amendments to this agreement. No changes shall be binding unless and until approved by all parties.

### **5. CONFLICT OF INTEREST**

BEI certifies that neither it nor any member of its governing body presently has nor shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. BEI also agrees that in the performance of this contract, no person with such an interest shall be employed, shall become a contractor, nor shall be appointed as a member of its governing body. BEI further covenants that no member of its governing body, staff, or subcontractors shall possess any interest in or use their position for a purpose that is, or give the appearance of being motivated by, desire for private gain for themselves or those with whom they have family, business, or other ties.

IN WITNESS WHEREOF, BPPE and BEI have executed this Agreement as of the date first written above.

*Approved for BPPE, Inc.*

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[name], Project Director  
The Best Prevention Program Ever  
Address

*Approved for BEI, Inc.*

\_\_\_\_\_  
[name], President  
The Best Evaluators, Inc.  
Address