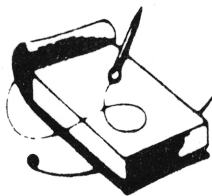


J-K



Memo

FROM THE DESK OF

James R. Malley

Memo from Godfrey
11/26/73

Evaluations —

Instructions to
Regional Directors

Use competitive
practices.

9-K
November 26, 1973

DA-501 12-87
SUBJECT: Independent Evaluations Initiated
by the Regional Offices

TO: Regional Directors

FROM: E. Drexel Godfrey, Jr.
Executive Director *EDSV*
Governor's Justice Commission

In the case of smaller projects where the regional staff or the Regional Planning Council wish to have an independent evaluation conducted even though none is required by the Evaluation Management Unit, you are authorized to approve contracts* between the subgrantee and the evaluator chosen. You should satisfy yourself that competitive practices have been followed in selecting an evaluator and that the contract provides the necessary safeguards to preserve the independence of the evaluation and generate timely information. The attached "Standard Evaluation Agreement" should be used whenever possible. The name of the Evaluation Management Unit should be changed to the regional office, and the central office staff signatures replaced with your own.

To make sure we keep track of all evaluation activity, please notify the Evaluation Management Unit when you decide to evaluate a project which the EMU is not evaluating. The Evaluation Management Unit should receive: 1) the name of the evaluator and the project he is evaluating; 2) a copy of the Evaluation Plan; and 3) the final evaluation report when completed.

mi

* This approval will not constitute a legal review and approval, but will insure that the contract gives the Council and the Commission useful and timely information. If you are concerned about the legality of a particular contract, you should contact Deputy Attorney General Morris J. Solomon.

cc: Mr. Berard, Mr. Frederick, Mr. Solomon, Mr. Miles

J-K

GOVERNOR'S JUSTICE COMMISSION
STANDARD EVALUATION AGREEMENT
(AS REVISED OCTOBER, 1973)

This AGREEMENT, entered into between the _____,
_____, hereinafter referred to as the "SUBGRANTEE" and _____ hereinafter referred to as the "EVALUATOR" for the purpose of performing the evaluation of a certain project(s) funded by the GOVERNOR'S JUSTICE COMMISSION under the provisions of the Federal Omnibus Crime Control and Safe Streets Act of 1968 as amended (Public Law 90-351):

WHEREAS the SUBGRANTEE has been awarded Federal funds by the GOVERNOR'S JUSTICE COMMISSION, specifically, Subgrant Contract No. _____; and,

WHEREAS the said Subgrant Contract requires that the project(s) funded be evaluated by an independent contractor during and prior to termination of project performance by SUBGRANTEE under said Subgrant.

NOW THEREFORE, the SUBGRANTEE does hereby engage the services of the said EVALUATOR as follows:

ARTICLE I

SERVICES OF THE EVALUATOR

The EVALUATOR shall perform an evaluation of:

(Subgrantee No. _____)

The said evaluation shall consist of and comply with specifications contained in the Evaluation Plan and The Responsibilities of Project Evaluators included in Attachment "A" hereto which shall be incorporated herein and become a part thereof.

ARTICLE II

REPORTING REQUIREMENTS

During the evaluation and upon the completion of the evaluation, and at such other times as specified by the EVALUATION MANAGEMENT UNIT

of the GOVERNOR'S JUSTICE COMMISSION, the EVALUATOR shall provide the GOVERNOR'S JUSTICE COMMISSION through its EVALUATION MANAGEMENT UNIT, and such other parties as designated by the EVALUATION MANAGEMENT UNIT, at times indicated by the schedule below, with reports of his findings, conclusions, and recommendations concerning the evaluation of the project(s). The EVALUATOR shall furnish a copy of all such reports to SUBGRANTEE. The format for submission of such reports shall be as prescribed in Guidelines For Evaluation Reports included in Attachment "B" hereto which is incorporated herein and made a part thereof.

For a twelve month project, the Interim Report shall be due at approximately five months and the Final Report shall be due between the ninth and eleventh months. A brief update of the Final Report shall be due at the end of the project. For a project of less than twelve months duration, the schedule for the submission of evaluation reports shall be adjusted accordingly by the Evaluation Management Unit. Dates for the submission of evaluation reports shall be established by the Evaluation Management Unit after the award of funds by the Governor's Justice Commission.

Both the SUBGRANTEE and the EVALUATOR agree not to release the evaluation reports until such time as they are released by the GOVERNOR'S JUSTICE COMMISSION. As a general policy, the GOVERNOR'S JUSTICE COMMISSION will release evaluation reports after providing sufficient opportunity for the Project Director to respond to the reports.

EVALUATOR agrees to make himself available to the COMMISSION, the PLANNING COUNCIL and the EVALUATION MANAGEMENT UNIT to discuss his findings and recommendations.

ARTICLE III

LIMITATIONS ON PERSONAL SERVICES

It is understood that the EVALUATOR shall devote his PERSONAL effort to the performance of the work specified in this AGREEMENT. In addition, the EVALUATOR may engage assistants to perform the work. All persons who are committed to perform work under this AGREEMENT, the amount of

effort each is to deliver and the compensation each shall receive is prescribed in Attachment "C" hereto which is incorporated herein and made a part hereof. It is also understood that the EVALUATOR shall be deemed an independent contractor and not an agent or employee of the SUBGRANTEE.

ARTICLE IV
FEEES AND EXPENSES

In consideration of the effort to be devoted to the work under this AGREEMENT, SUBGRANTEE agrees to pay the EVALUATOR the amounts specified in Attachment "C". Payment will be made to the EVALUATOR according to the following schedule:

(The payment schedule should be negotiated between the subgrantee and the evaluator. Regular payments should be made based upon services rendered during each pay period. However, at least 20% of the total evaluation budget should be withheld for release upon submission of the final report.)

- Any delay or modification in this payment schedule without the prior approval of the EVALUATION MANAGEMENT UNIT of the GOVERNOR'S JUSTICE COMMISSION and for reasons other than breach of contract on the part of the EVALUATOR shall be cause for the GOVERNOR'S JUSTICE COMMISSION to terminate the subgrant contract to the SUBGRANTEE.

ARTICLE V
STANDARD SUBGRANT CONDITIONS

The subgrant contract (No. _____) awarded to the SUBGRANTEE contains many Standard Subgrant Conditions with which both the SUBGRANTEE and the EVALUATOR must comply. These Standard Subgrant Conditions are hereby incorporated in this contract by reference. This contract also incorporates the following conditions:

1. The Pennsylvania GOVERNOR'S JUSTICE COMMISSION, or the SUB-GRANTEE with the approval of the GOVERNOR'S JUSTICE COMMISSION, may terminate this contract, for cause or convenience, in whole or in part, at any time upon providing the CONTRACTOR with thirty (30) days prior written notice. Upon such termination the CONTRACTOR will be compensated for all work performed before the date of termination.

2. All data, materials, and working papers developed by the CONTRACTOR pursuant to this agreement will be provided to the GOVERNOR'S JUSTICE COMMISSION and will become the property of the GOVERNOR'S JUSTICE COMMISSION.

3. If, for cause, any evaluation report is deemed unsatisfactory by the GOVERNOR'S JUSTICE COMMISSION, the EVALUATOR agrees to comply with any reasonable request made by the EVALUATION MANAGEMENT UNIT to correct or augment such report.

4. The GOVERNOR'S JUSTICE COMMISSION, LEAA, and the COMPTROLLER GENERAL of the UNITED STATES, or any of their duly authorized representatives, ~~shall have access for purpose of audit and examination to any books, documents, papers, and records of the contracting parties~~ that are pertinent to work performed and expenses incurred under this contract.

5. The parties to this contract agree to comply with the standards, orders, and regulations of:

- (a) Executive Order 11246 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations.
- (b) The laws of the Commonwealth of Pennsylvania, the United States, and other applicable jurisdictions which relate thereto.
- (c) Public Law 90-351 and Title IV/VII of the Civil Rights Act of 1964.

ARTICLE VI

AMENDMENTS

This agreement constitutes the entire agreement between the parties. No amendment changing its scope or terms shall have any force or effect unless it is in writing and signed by both the SUBGRANTEE and the EVALUATOR with the written approval of the EVALUATION MANAGEMENT UNIT of the GOVERNOR'S JUSTICE COMMISSION. Illegibility or invalidity of one portion or section of this agreement shall not operate to invalidate the entire agreement but only that portion which is held to be invalid.

This contract is being signed by all parties with the understanding that all terms of the contract shall be null and void if funds to support the project are not awarded by the GOVERNOR'S JUSTICE COMMISSION within 90 days of the signing of this contract. The effective date of this agreement shall be the date of the award of funds to the project by the GOVERNOR'S JUSTICE COMMISSION; this agreement shall terminate with the termination of the project.

In witness whereof, the parties hereto have hereunto set their hands and seals intending to be legally bound thereby on this _____ day of _____, _____.

ATTESTED:

FOR: (SUBGRANTEE)

BY: _____

ATTESTED:

FOR: (EVALUATOR)

BY: _____

APPROVAL OF THE GOVERNOR'S JUSTICE COMMISSION OBTAINED FROM:

DEPUTY ATTORNEY GENERAL: _____

DIRECTOR, EVALUATION MANAGEMENT UNIT: _____

EXECUTIVE DIRECTOR -

GOVERNOR'S JUSTICE COMMISSION: _____

ATTACHMENT A

EVALUATION PLAN AND RESPONSIBILITIES OF PROJECT EVALUATORS

(EVALUATION PLAN TO BE ATTACHED)

RESPONSIBILITIES OF PROJECT EVALUATORS

In evaluating projects funded by the Governor's Justice Commission, evaluators should be aware of the two primary goals of such evaluation:

1. To provide the Commission and its regional councils with accurate information to allow effective decision making.
2. To provide regular feedback to the project staff concerning potential problems and actual progress of the project.

In meeting these goals, general responsibilities of the evaluator will be:

1. assist in developing and implementing an evaluation plan
2. conduct evaluation activities
3. analyze and present findings and recommendations.

Specific responsibilities of the evaluator are:

A. Assist in Developing and Implementing an Evaluation Plan

1. Assist the project staff in developing baseline data against which the results of the project can be measured. (In most cases this will be included in the "PROBLEM" section of the subgrant application where the nature and extent of the problem are identified and measured.)
2. Assist the project staff in identifying appropriate measurable goals for the project.
3. Determine relevant measures to evaluate the project results.
4. Determine how the data and information necessary to evaluate the project will be collected.
5. Determine what resources will be needed for the evaluation and how they will be allocated.
6. Plan and schedule specific evaluation activities.

B. Conduct Evaluation Activities

1. Monitor the data collection process.
2. Periodically check the reliability and relevance of the data.
3. Observe and evaluate the administration and operation of the project.
4. Provide feedback to the project staff on a regular basis.
5. Revise the evaluation plan if necessary.
6. Submit an interim report on the problems and progress of the project and the evaluation. (description attached)

C. Analyze and Present Findings and Recommendations

1. Compile, analyze and interpret the data.
2. Submit a final report (description attached) simultaneously to the regional staff, the Evaluation Management Unit, and the Project Director.
3. Meet with the Commission staff and the Project Director to discuss findings.

ATTACHMENT B

GUIDELINES FOR EVALUATION REPORTS

As a general rule, evaluators will be asked to submit two major reports during the life of a project. A brief Interim Report midway in the project should indicate the progress and problems of the project and evaluation to date, while a more complete Final Evaluation Report will be required when the project is being considered for continuation funding. At the end of the project an update of the Final Report will be provided by the evaluator. The dates for submission of reports will be determined by the Evaluation Management Unit in accordance with the information needs of the Regional Councils and the Commission.

The kinds of information needed in these reports and a suggested order are outlined below. It is understood that all of the items below may not be relevant to all projects funded by the Commission. Also, evaluators should expand upon these items where necessary.

INTERIM EVALUATION REPORT

A. EVALUATION PROGRESS:

1. Describe evaluation activities to date.
2. Describe the progress and problems of data collection efforts. (existence, availability & relevance of the data; cost of collection, etc.)
3. What problems have arisen in implementing the Evaluation Plan?
4. In what ways has the evaluation or the evaluator been of benefit to the project staff thus far?

B. PROJECT PROGRESS:

- ~~1. Summarize the project activities thus far.~~
2. Have any problems arisen? (administrative, staffing, coordination, etc.)
3. Describe the results of the project thus far.
4. Interim recommendations. (These should be directed toward solving problems which have already arisen and anticipating future problems.)

FINAL EVALUATION REPORT

SECTION I. EXECUTIVE SUMMARY OF EVALUATION REPORT.

(NOTE: This summary is of great importance since it will be used extensively by decision-makers. It should accurately reflect the findings of the evaluation and should be no longer than two or three pages.)

1. Briefly describe the project's objectives and major activities.
2. Summarize major results, findings, and recommendations.

(NOTE: The evaluator should make a clear distinction between the immediate, practical recommendations and those requiring a longer time and greater resources to implement. The evaluator should also be prepared to defend these recommendations before the Regional Planning Councils and the Governor's Justice Commission.)

SECTION II. PROJECT ACTIVITIES.

1. Briefly describe the original goals and objectives of the project and the problem the project was to alleviate.
2. Describe the activities of the project.

SECTION III. EVALUATION ACTIVITIES.

1. Describe the nature, extent, and timing of all evaluation activities upon which this report is based.
2. Describe the data and information used in this evaluation. (source, date, reliability, validity, limitations, method of collection, etc.)
3. Explain the scope and limitations of the evaluation effort.
4. Describe how and when feedback was given to the project and any modifications made as a result of that feedback.

SECTION IV. PROJECT RESULTS AND ANALYSIS.

In this section the evaluator should address the following questions:

1. What are the results of the project and how do they differ from the "Anticipated Results" as outlined in the Subgrant Application?
2. What factors led to results other than those anticipated:
 - a. the administrative structure of the project.
 - b. the operation and management of the project.
 - c. the personnel involved in the project.
 - d. the evaluation process.
 - e. the planning of the project.
 - f. the basic approach or method used to attack the problem.
 - g. level and timing of funding.
 - h. the allocation of resources or project activity.
 - i. external events beyond the control of the project.
 - j. other.
3. What impact have the results of this project had on:
 - a. the problem as outlined in the "PROBLEM" section of the Subgrant Application?
 - b. the criminal justice system and/or the reduction of crime?
4. Could these same results have been obtained more efficiently by a different allocation of resources or project activity?
5. Based on your experience in this field and your knowledge of the relevant literature, how do the results of this project compare with:
 - a. the results of other projects using a similar approach or method to solve the problem?
 - b. the results of other projects using different approaches and methods?
 - c. the results which might have been expected in the absence of the project?

Aside from the project-specific results, what was learned from this project that should be pursued further.

7. What were the unintended consequences of the project?
8. Analyze the results of the project in terms of its costs.

SECTION V. FINDINGS AND RECOMMENDATIONS

1. State all findings and conclusions with specific reference to:
 - a. the extent to which project objectives were fulfilled.
 - b. the overall impact of the project on the problem it was intended to address.
 - c. the factors affecting the success of the project in achieving its objectives and the impact of the project.

2. State all recommendations concerning:
 - a. the appropriateness and practicality of project objectives.
 - b. the value of the basic method and approach used by the project to solve the problem.
 - c. the operation of the project (planning, staffing, project administration and operation, allocation of resources, etc.).
 - d. modifications in project objectives, methods and operations.
 - e. the cost of the project.
 - f. the continuation of the project.
 - g. the evaluation of this project.
 - h. other.

3. Discuss the implications of this project and your evaluation for Governor's Justice Commission policy in this area of criminal justice and law enforcement.

ATTACHMENT C

PERSONNEL, FEES, AND EXPENSES

PROJECT: _____ NO: _____

EVALUATION TO BE CONDUCTED BY: _____

IT IS UNDERSTOOD THAT THE FOLLOWING PERSONS WILL CONTRIBUTE EFFORT TO THE PERFORMANCE OF THIS EVALUATION IN THE AMOUNT, AND AT THE MAN-DAY RATE INDICATED.

PERSONNEL TOTAL: _____

<u>NAME</u>	<u>DAILY¹ RATE</u>	<u>NO. OF DAYS</u>	<u>TOTAL</u>
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TRAVEL AND SUBSISTENCE EXPENSES TOTAL: _____
(Specify number of trips and cost per trip)

OVERHEAD AND INDIRECT COSTS² TOTAL: _____
_____ %

OTHER (Specify) TOTAL: _____

TOTAL BUDGET: _____

ANY CHANGE IN THE ABOVE PAYMENTS SHALL BE TREATED AS AN AMENDMENT TO THE AGREEMENT

_____ rate must not exceed \$135 per day for individuals and must reflect gross income computed on a daily basis.

² This is only applicable to organizations, not individuals. If this rate exceeds 10% of total direct costs, documentation is required showing approval of the rate by a federal agency or confirmation of the rate by a CPA audit.