

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, ("Agreement") is made and entered into as of the 28th day of February 2023, by and between **Allen County Schools ("ACS")** and **Diehl Consulting Group ("Evaluator")**.

WITNESSETH:

WHEREAS, Evaluator will provide project evaluation services to ACS.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. Service to Be Provided.** Project Evaluator will perform services ("Services") as described in Attachment A. Project Evaluator will perform all Services in a timely manner, consistent with the timeline set out in the Project Prevent project application and highlighted in Addendum A, and at a level of quality equaling or exceeding industry standard. Project Evaluator will maintain sufficient personnel and resources, including computer technology, to deliver the Services and perform necessary administrative functions throughout the term of this Agreement.
- 2. Compensation.** ACS, upon receipt of an invoice, will pay Evaluator a fixed rate as outlined within the payment schedule in Attachment A. Evaluator shall invoice ACS for the amount of compensation due and ACS shall pay such invoice within 60 days.
- 3. Term of Agreement.** The term of this Agreement shall commence January 1, 2023 and remain in effect until the final report for the grant project is submitted ("Term") unless changed by mutual consent of the parties by written amendment to this Agreement.
- 4. Termination; Extension of Services in the Event of Termination.** This Agreement may be terminated by either party upon the giving of at least ninety (90) days written notice to the other party.
- 5. Relationship of the Parties.** Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement. It is understood that Evaluator and its agents and employees will act as independent contractors and shall not have any claim under this Agreement or otherwise against ACS for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits or employee benefits of any kind.
- 6. Limitation of Third-Party Beneficiary Rights.** Except as specifically provided herein, this Agreement shall not create nor be construed to create in any manner whatsoever any third-party beneficiary rights in any person.
- 7. Indemnification.** Evaluator shall indemnify and hold ACS harmless from liability arising out of or in relation to this Agreement that arises solely and directly out of the negligence of Evaluator or Evaluator's employees. ACS shall indemnify and hold Evaluator harmless from liability arising out of or in relation to this Agreement that arises solely and directly out of the negligence of ACS or ACS employees.

- 8. Confidentiality.** The Evaluator recognizes that ACS records must be kept confidential pursuant to federal and state law and agrees to maintain and preserve such confidentiality at all times. The Evaluator will receive written permission from ACS prior to publishing data for professional purposes. All work products related to training and data collection originally developed by the Evaluator remain the property of the Evaluator. Work products may be re-used by the Evaluator, with permission, as long as client confidentiality is not compromised. All work products developed for ACS shall be and remain the sole and exclusive property of ACS with the exception of any audio recordings or verbatim transcripts generated from participant interviews for the purposes of evaluation.
- 9. Assignment.** The parties agree that the duties to be performed hereunder by Evaluator are professional in nature, and that this Agreement may not be assigned by Evaluator, nor its duties delegated to others, without the prior written consent of ACS.
- 10. Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.
- 11. Severability; Invalid Provisions Inapplicable.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.
- 12. Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the addressee party at the following addresses:

For Allen County Schools:

Melissa Biggerstaff
Chief Academic Officer
Allen County Schools
570 Oliver Street
Scottsville, KY 42164

For Evaluator:

Dan Diehl, Ph.D., LCSW
President
Diehl Consulting Group
123 NW 4th Street, Suite 3, Evansville, IN 47708

- 13. Successors.** All the obligations, conditions, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors and employees.

14. Choice of Law and Venue. Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.

15. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or understandings other than those expressly set forth herein. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and date hereinabove first written.

ALLEN COUNTY SCHOOLS

By: _____

Its: _____

DIEHL CONSULTING GROUP

By: _____

Its: _____

Attachment A: Diehl Consulting Group

ACS HELPS Evaluation

Project Timeline: January 1, 2023 through December 31, 2027

Scope of Work

For each of the required performance measures as well as any locally-developed performance measures, DCG will collaborate with ACS to a) develop thorough, feasible, and appropriate evaluation methods as described in the notice of funds availability, b) determine valid baseline data for each performance measure, and c) establish ambitious yet achievable performance targets for each measure. While the exact details of evaluation services will be determined during initial planning meetings with ACS, DCG will provide the following services:

- **Collaborative planning with ACS and other partners:** A core value underlying our work is the belief that relationships are the key to bringing about individual and systemic change. Therefore, we will engage in a collaborative planning process that allows for various perspectives to inform the evaluation design. This will consist of planning meetings with ACS, participating schools, and any other partners. Through this collaborative process, DCG proposes to lead the process of formalizing the logic model and evaluation plan for the project. A logic model and evaluation plan aligned with required federal and local project measures will be developed during Year One.
- **Implementation of the evaluation plan:** As the project evaluator, DCG will implement the evaluation plan during each year of the project period. The details of the evaluation plan will be formalized during collaborative planning sessions with ACS and other partners, but DCG will lead data collection, analysis, and reporting efforts throughout the project. This includes contributing to any federally-required reporting frameworks and presenting formative evaluation results to ACS and other partners as available throughout the project. DCG will also attend any required trainings or phone calls with the federal program officer as requested.

Cost and Payment Schedule

Typically, annual costs associated with evaluation services for federal grants range from 7% to 10% of the grant award. DCG is committed to working with clients to align services with available budgets. Our approach often involves a fixed rate, which allows our firm flexibility in meeting the unique needs of our clients throughout the life of a project. For the ACS HELPS evaluation, DCG proposes a rate of 8% for Year One (given the initial development and planning work during the first year) and 7% for each subsequent year.

Payment Schedule	
	Total
YEAR ONE:	
May 2023	\$32,000
November 2023	\$32,000
YEAR TWO:	
May 2024	\$28,000
November 2024	\$28,000
YEAR THREE:	
May 2025	\$28,000
November 2025	\$28,000
YEAR FOUR:	
May 2026	\$28,000
November 2026	\$28,000
YEAR FIVE:	
May 2027	\$28,000
November 2027	\$28,000