

SERVICE PROVIDER AGREEMENT

This Agreement is entered into between the Coeur d'Alene Charter Academy (hereinafter referred to as "CDACA") and Jeremy Ehmke dba: Ehmke Psychological Services, LLC (hereinafter referred to as "Provider").

Whereas, CDACA provides special educational and related services to assist students attending school at CDACA in their educational development, as identified on the students' individualized education program (IEP) or 504 plan.

Whereas, the Provider is duly licensed or qualified and able to provide related services to CDACA's students;

It is hereby agreed by both parties that:

TERMS OF AGREEMENT

The period of this Agreement will commence on the 1st day of July, 2023, and remain in effect until the 30th day of June, 2024. This Agreement is contingent upon the availability of funds to CDACA. This Agreement shall not exceed twelve (12) calendar months. At the discretion of CDACA, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Provider is and shall at all times be an independent contractor of CDACA. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED

Provider shall render the direct services enumerated on **Exhibit A**, attached hereto and made a part of this Agreement as if set forth fully herein.

RECORD KEEPING

Provider shall be responsible for maintaining complete and accurate records documenting the services provided pursuant to this Agreement and shall submit copies of the records to CDACA within ten (10) working days of the date requested. Additionally, upon reasonable notice, CDACA shall have the right to review such records at any time during business hours, at Provider's office.

CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by CDACA, without parental consent.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless CDACA from any liability including, but not limited to, costs, expenses, and attorney fees resulting from Provider's performance of the services provided under this Agreement. Proof of insurance shall be submitted to CDACA within ten (10) days of the date of this Agreement.

ASSIGNMENT

This Agreement shall not be subject to assignment, in whole or in part, by Provider or by operation of law, so as to authorize any person other than the Provider, or Provider's employees, to assume the duties subject to this Agreement without CDACA's prior written consent.

AMENDMENT

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing.

TERMINATION

This Agreement may be terminated without cause by either party thirty (30) days after providing written notice of the intent to terminate to the other party.

Additionally, CDACA may immediately terminate this Agreement, upon written notice, in the event funding for CDACA's program is no longer available or the specific services subject to this Agreement are modified or terminated for a student.

DEFAULT

Upon default by either party, the nondefaulting party may cancel this Agreement immediately, upon notice; and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the nondefaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties. Notification of deadlines and communication of plans to complete contracted work must be expressly communicated between Provider and CDACA.

NON-WAIVER BREACH

The failure of Provider or CDACA to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of Provider or CDACA.

NON-DISCRIMINATION

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

This contract constitutes an agreement made between CDACA and the Provider shown below, for the purposes of providing one or more of the following services.

 X **Psychological evaluation for purpose of determining
Special Education eligibility**

Provider:

Jeremy Ehmke, Ed.S.
dba—Ehmke Psychological Services, LLC.
693 S. Queens Guard Way
Boise, ID 83709
208-866-5200
jeremyehmke@gmail.com

Terms:

\$ 125.00 per hour for evaluation time (including testing, report review, test scoring, report writing, meeting attendance, and any other consultative or assigned and mutually agreed upon duties relating to provision of services extended via email or written correspondence).

\$ N/A per hour for time spent traveling to and from place of service.

\$ N/A per mile (standard government rate) spent traveling to and from place of service in private vehicle.