

## **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 August, 2020, and remain in effect until the 31st day of July, 2021. 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 acknowledges its obligation to comply with Idaho Code Section 16-1601, *et seq.*, and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider also agrees to inform CDACA, within 24 hours, of such suspicion.

### **SERVICE DELIVERY: TIME AND PLACE**

Provider shall perform services set forth in **Exhibit A** at CDACA during the school year and during the regular school hours unless the parties mutually agree to a modification of the time and place of service delivery ahead of time.

### **COORDINATION OF SERVICES**

To facilitate delivery of services, CDACA will provide: 1) Reasonable and prompt notification of meetings and other appointments in which the Provider is expected to participate; 2) Signed parental consent forms, as necessary; 3) Identifying information regarding the client and the parent/guardian; and, 4) Reasonable assistance in facilitating communication between the Provider and clients, parents/guardian, and other providers and agencies.

### **PREAUTHORIZATION OF SERVICES**

All services rendered by Provider under the terms of this Agreement shall be preauthorized by CDACA in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

### **COMPENSATION/BILLING**

CDACA shall compensate Provider for the direct services identified in **Exhibit A** at the rate of \$ 115.00 per hour for the term of the Agreement. Any services rendered must have been pre-approved, in writing, by CDACA's designee.

Provider will submit a monthly statement of services rendered each month and will allow four (4) weeks for payment from the date the invoice is submitted to CDACA. Each itemized monthly statement must include the following information for each student receiving services: a) Student's name; b) Description of services provided; c) Total number of hours spent in providing direct services; and d) Cost of services provided. Additional documentation may be required by CDACA and may be provided within ten (10) working days of the date the written request for the documentation is made.

### **PROFESSIONAL SERVICES**

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards. Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Upon reasonable notice, CDACA shall have the right to observe services being provided to the clients.

## **INSURANCE AND LIABILITY**

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.

**GOVERNANCE**

This Agreement shall be governed by the laws of the State of Idaho. Provider shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Agreement.

**ATTORNEY FEES**

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Agreement, and if the nondefaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

**COMPLETE STATEMENT OF TERMS**

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_1st\_\_ day of \_\_August\_\_\_\_\_, \_\_2020\_\_.



\_\_\_\_\_  
Glenn Mabile, Business Manager

\_\_\_\_\_  
Jeremy Ehmke, Provider

**EXHIBIT A**

**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:**

\$115.00 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.