

SERVICE PROVIDER AGREEMENT

This Agreement is entered into between Hayden Canyon Charter School (hereinafter referred to as "HCC") and Jeremy Ehmke Ed.S., dba: Ehmke Psychological Services, LLC. (hereinafter referred to as "Provider").

Whereas, HCC provides special educational and related services to assist students attending school at HCC 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 HCC 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 , 2021 , and remain in effect until the 30th day of June , 2022 . This Agreement is contingent upon the availability of funds to HCC. This Agreement shall not exceed twelve (12) calendar months. At the discretion of HCC, 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 HCC. 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 is 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 HCC within ten (10) working days of the date requested. Additionally, upon reasonable notice, HCC shall have the right to review such records at any time during business hours, at Provider's office or at an agreed upon location and time.

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 HCC, 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 HCC, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

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

COORDINATION OF SERVICES

To facilitate delivery of services, HCC 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 HCC in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

COMPENSATION/BILLING

HCC 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 HCC's designee.

Provider will submit a monthly statement of services rendered each month as well as Medicaid reimbursement documentation on students for whom services were rendered, and will allow four (4) weeks for payment from the date the invoice is submitted to HCC. 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 HCC 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, HCC shall have the right to observe services being provided to the clients. In addition, Provider will maintain active and appropriate documentation and certification in order for HCC to bill Medicaid for reimbursement of applicable services rendered by Provider.

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 HCC 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 HCC 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 HCC'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, HCC may immediately terminate this agreement, upon written notice, in the event funding for HCC'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 HCC.

NON-WAIVER BREACH

The failure of Provider or HCC 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 HCC.

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.

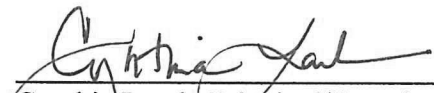
ATTORNEY FEES

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.

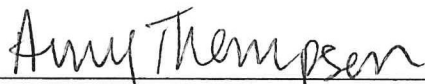
IN WITNESS WHEREOF, the parties have executed this agreement on this __1st__ day of __July__, 2021.



Cynthia Lamb, Principal/Superintendent
Hayden Canyon Charter School



Jeremy Ehmke, Provider
Ehmke Psychological Services



Amy Thompson, School Board Chairperson
Hayden Canyon Charter School

EXHIBIT A

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

- **Psychological evaluation for purpose of determining Special Education eligibility. Such evaluation/testing could include: Cognitive Evaluation, Academic Achievement Testing, Behavior Evaluation/Social-Emotional Functioning, Adaptive Skills Assessment, Social/Developmental Health History, General File Reviews**

Provider:

Jeremy Ehmke Ed.S.
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).

\$ 60 per hour for time spent traveling from HCC to place of service delivery and back to school again. (Only necessary when testing a student at a previously agreed upon location that is separate from HCC property)

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