



*L. Aurie
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Contract
23-24*

ACCOUNT SERVICES CONTRACT

This **ACCOUNT SERVICES CONTRACT** (the "Agreement") is made and entered into and effective on May 3, 2023 by and between EDU Healthcare, LLC, a North Carolina limited liability company ("EDU HEALTHCARE") and NEWBERG SD 29J, "Account" located at 714 E 6TH ST NEWBERG, OR 97132

(Collectively referred to as "Parties")

1. INTRODUCTION

EDU HEALTHCARE is a workforce solutions provider engaged in the business of recruiting, staffing, placing, and managing providers of occupational, speech, physical and psychological therapy, audiology, nursing care, and related health care services (the "Services"). Account desires EDU HEALTHCARE to supply one or more of its staff members ("Provider") to render such services to the students ("Students") of Account. To that end the Parties enter into this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, EDU HEALTHCARE and Account hereto intending to be legally bound, agree as follows:

2. TERM AND TERMINATION

This Agreement shall continue for a term outlined in Schedule A, subject to the provisions contained in this section. This Agreement may be terminated as a result of the following:

- 2.1 Death or disability of the Provider assigned to Account. For these purposes "disability" means a physical or mental impairment that that prevents performance of essential job functions, with or without accommodation;
- 2.2 Termination of the at-will employment relationship between EDU HEALTHCARE and the Provider, which prevents the rendering of Services to the Account's Students;
- 2.3 By EDU HEALTHCARE for a material breach of this Agreement. For these purposes, a material breach can include, but is not limited to:
 - 2.3.1 Account's failure to pay invoices in a timely fashion;
 - 2.3.2 The reasonable belief by EDU HEALTHCARE that Account is violating any federal or state anti-discrimination or workplace law or regulation after EDU HEALTHCARE has put Account on notice of its concern and Account has failed to promptly correct the perceived violation.
- 2.4 By Account upon thirty (30) days prior written notice for Cause. For purposes of this Agreement, the term "Cause" shall mean acts or a willful failure to act by Provider or Providers that results in providing poor Services to Account's Students. Account shall immediately inform EDU HEALTHCARE and submit written documentation when such an act occurs. When this Agreement is terminated in accordance with Section 2, any unsatisfied obligation that arose prior to the termination date shall survive the termination until satisfied.

3. DUTIES AND OBLIGATIONS OF EDU HEALTHCARE

- 3.1 EDU HEALTHCARE shall provide the Services under the terms of this Agreement and in accordance with the requirements of federal, state, and local laws and applicable rules and regulations. EDU HEALTHCARE is in compliance, and will maintain compliance with all applicable laws, including but not limited to billing, claims, submission laws and regulations in the performance of its services.
- 3.2 EDU HEALTHCARE will keep such records relating to the Services rendered pursuant to this Agreement. Providers will assist Account in maintaining Student records in accordance with accepted professional standards and practices, and in a manner designed to facilitate retrieval of necessary data. Upon request by Account, EDU HEALTHCARE shall make available all records in its possession or control concerning Students of the Account, to ensure easy access for any possible future audits. EDU HEALTHCARE shall retain Student records for the period (s) required by state and federal law, but in no event for less than ten (10) years from the date the Services were rendered.
- 3.3 EDU HEALTHCARE will recruit, screen, interview, and assign Providers to meet Account's needs.
- 3.4 EDU HEALTHCARE will require all Providers to sign confidentiality agreements by which they promise to protect the Account's confidential information and the Student's medical information.

Account Initials AB Date May 3, 2023

12.1 To the extent permitted by law, EDU HEALTHCARE will defend, indemnify, and hold Account and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by EDU HEALTHCARE's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of EDU HEALTHCARE's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

12. INDEMNIFICATION

EDU HEALTHCARE and Account agree to maintain the confidentiality of information contained in this Agreement and the medical records of Account's Students. Account and EDU HEALTHCARE agree they are Covered Entities and subject to all applicable HIPAA regulations. The medical record information may be disseminated as permitted or required by law.

11. CONFIDENTIALITY

EDU HEALTHCARE is an independent contractor rendering Services pursuant to this Agreement through its Provider. The Account shall neither have nor exercise any control or direction over the methods by which Provider will render Services. Provider will render Services pursuant to this Agreement in accordance with the accepted methods and standards of the relevant professional specialty. The Account shall have the right to request Services, but not to control the manner in which the Services are rendered. Nothing contained in this Agreement shall be construed to make Provider the employee of the Account.

10. INDEPENDENT CONTRACTOR

Account will not transfer or assign this Agreement without EDU HEALTHCARE's written consent.

9. ASSIGNMENT

Account agrees that for a period of two (2) years following the termination of this Agreement, Account shall not employ any individual who was a Provider of EDU HEALTHCARE during the period of this Agreement, without the written consent of EDU HEALTHCARE. Such employment shall include the contracting of a former Provider of EDU HEALTHCARE by Account through a third-party source.

8. RECRUITMENT

Account shall compensate EDU HEALTHCARE for all Services rendered. Payment will be made in accordance with the attached Schedule A. Invoices not paid, outlined in Schedule A, shall be charged interest compounding monthly and equal to one percent (1%) of the total invoice value. The amount set forth on Schedule A may be modified only upon written consent of Account and EDU HEALTHCARE. Travel from facility to facility will be reimbursed to EDU HEALTHCARE based upon the Standard Federal Mileage Reimbursement Rate. Furthermore, Account shall be responsible for all fees and costs related to collection of such amount, including but not limited to reasonable attorney's fees.

7. COMPENSATION

Account shall make no material change in the duties of a Provider without EDU HEALTHCARE's written consent to the material change.

6. NO MATERIAL CHANGE

Account shall make available adequate materials and supplies, working and storage space to Provider, so to enable Provider to render the Services contemplated by this Agreement. This shall include reasonable use of Account's copy machine, fax machine, email, computer, service materials, and telephone. Account shall maintain the space in compliance with all applicable laws, rules, and regulations.

5. MATERIALS

4.4 Account shall immediately inform EDU HEALTHCARE if it suspects that EDU HEALTHCARE is making any billing errors, or that a Provider is engaging any fraudulent activity, or is violating or has violated any law.

4.3 Account shall promptly notify EDU HEALTHCARE of any issues or concerns it has with a Provider, whether related to attendance, performance, failure to adhere to Account's workplace policies, procedures, or any other matter.

4.2 Account shall maintain individual Student records in accordance with state and federal law. Account shall make available to EDU HEALTHCARE and its Providers for review and inspection, upon reasonable request, individual records necessary for the proper evaluation and treatment of the Student. EDU HEALTHCARE agrees to maintain the confidentiality of such records in accordance with applicable law.

4.1 Account shall provide written policies and procedures for Services, and shall comply in all material respects with applicable state and federal laws and regulations.

4. DUTIES AND OBLIGATIONS OF ACCOUNT

3.6 EDU HEALTHCARE will make all required withholdings for payroll and income taxes from employee's wages and will pay workers compensation insurance premiums and unemployment taxes.

3.5 EDU HEALTHCARE will pay wages to employees in accordance with applicable state and federal laws governing wage and hour and wage payment.

12.2 To the extent permitted by law, Account will defend, indemnify, and hold EDU HEALTHCARE and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Account's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of Account or Account's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

12.3 Neither Party shall be liable for or be required to indemnify the other Party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

12.4 As a condition precedent to indemnification, the Party seeking indemnification will inform the other Party within ten business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification will cooperate in the investigation and defense of any such matter.

12.5 The provisions in this section constitute the complete agreement between the parties with respect to indemnification, and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.

13. INSURANCE

Each Party each shall obtain and keep in force, during the term of this Agreement, at its own individual cost and expense, adequate insurance to insure against liability to any person or property arising from the acts or omissions of its own employees, agents, independent contractors, and servants. Additionally, the Parties agree to provide thirty (30) days advance notice of the amendment, termination, or cancellation of said policy.

14. ATTORNEY'S FEES

14.1 If any action is brought by either party to enforce or interpret the provisions of this Agreement, each party shall be responsible for its own costs in bringing or defending such action, including court costs and attorney's fees, except to the extent this Agreement provides otherwise.

14.2 The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by, or that may involve, a Provider.

15. CIVIL RIGHTS

Each party agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, and the Age Discrimination in Employment Act, and all other applicable state and federal anti-discrimination laws and all regulations promulgated pursuant thereto, to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, age, or other protected characteristic be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services.

16. FEDERAL BUDGET RECONCILIATION ACT

Until the expiration of four (4) years from the date of this Agreement, pursuant to Title 42, Section 1395 (x) (v) (1) (A) of the United States Code, EDU HEALTHCARE shall make available upon written request of the Secretary of the United States Department of the Health and Human Services, or upon the request of the Controller General of the United States General Accounting Office, or any of their duly authorized representatives, copies of such documents as are necessary to substantiate the nature and costs associated with the Services performed by EDU HEALTHCARE under the terms of the Agreement.

17. CAUSES BEYOND CONTROL

Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming Party.

18. DEFAULT

18.1 If an Event of Default by Account occurs, in addition to the right to terminate this Agreement, EDU HEALTHCARE may seek any other remedy available to it in law or in equity on account of such default. Additionally, any amounts due for Services provided by EDU HEALTHCARE shall be immediately paid to EDU HEALTHCARE.

18.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event of a default ("Event of Default") by the other party. With respect to Account, it shall be an "Event of Default" hereunder: (a) if Account shall fail to keep, observe or perform any material term or provision of this Agreement and such default shall continue for a period of ten (10) days after written notice thereof shall have been given to Account by EDU HEALTHCARE, which notice shall specify the event or events constituting the default; (b) if Account shall petition for reorganization or liquidation under in the Bankruptcy Court, or apply for, or consent to, the appointment of a receiver, trustee or liquidator of Account, or of the facility at which Services are being rendered, or admit in writing its respective inability to pay its respective debts as they become due, make a general assignment for the benefit of creditors, or otherwise evidence its insolvency or (c) if Account ceases to be the licensed operator of the facility at which Services are being rendered.

19. NOTICE

Any notice required to be given to a party to this Agreement shall be in writing and shall be considered effective as of the date of receipt by the notified party. All such notices shall be sent by United States mail, certified mail, return receipt requested, postage prepaid, addressed as set forth below:

Account Initials AB Date May 3, 2023

Account Initials: ALB Date: May 3, 2023

Lynne Nicol
Lynne Nicol (Apr 26, 2023 16:40 EDT)

EDU HEALTHCARE, LLC
By: Matthew Lewis (May 5, 2023 08:13 EDT)
Matthew Lewis, VP
Date: May 5, 2023

ACCOUNT
NEWBERG SD 29J
Signature: Anthony Buckner (May 3, 2023 14:15 PDT)
Date: May 3, 2023

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above mentioned.

22.4 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof.

22.3 The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

22.2 This Agreement and Schedule A, and any other exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

22.1 Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

22. MISCELLANEOUS

21. SEVERABILITY
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20. GOVERNING LAW
This Agreement, and any modification of this Agreement, shall be governed by and construed in accordance with the laws of the state in which Services are provided.

If to EDU HEALTHCARE: PO Box 2400
Cornelius, NC 28031
NEWBERG SD 29J
714 E 6TH ST NEWBERG, OR 97132
If to Account: _____



ACCOUNT SERVICE CONTRACT - SCHEDULE A

This Schedule A is made part of the Account Services Contract entered by and between EDU HEALTHCARE, LLC, ("EDU HEALTHCARE") and the Account identified below.

PROVIDER PLACEMENT DETAILS:

Provider Name: Laurie Rumsey
Services Provided: Physical Therapy Services

Term: 2023-2024 School year, Per District Calendar
Hours: 32 hours per week


RATE & PAYMENT DETAILS:

Bill Rate: \$76 per hr
Payment: Due fifteen (15) calendar days from invoice date.


ADDITIONAL INFORMATION:

Comments:

ACCOUNT

Account: NEWBERG SD 29J
Signature: 
Date: May 3, 2023

EDU HEALTHCARE, LLC

By: 
Matthew Lewis, VP
Date: May 5, 2023

Lynne Nicol
Lynne Nicol (Apr 26, 2023 16:40 EDT)

Account Initials AB Date May 3, 2023