

SAFEBeat / _____ Schools HEART SCREENING AGREEMENT

AGREEMENT dated as of _____, 2018, by and between **SafeBeat** with an address of 316 SW Pinckney St, Madison, FL 32340, 501(c)(3) not for profit corporation in collaboration with Wolfson Children's Hospital / Outreach ("Wolfson"), with an address of 800 Prudential Drive Jacksonville, FL 32207 and the _____ Schools (**SCH**) with an address of _____

BACKGROUND

SafeBeat provides and establishes local and regional heart screening services to communities throughout the U.S. by collaborating with hospitals, schools, non-profits, civic and business organizations desiring affordable, accessible heart screening options directly to their constituents. **SafeBeat** desires to engage with **SCH** to offer a preventative heart Screening Event(s) to the Adolescent Athlete and Young American Population in Middle/High School (*traditionally grades 5 thru 12*). The terms and conditions of the cooperation between **SCH** and **SafeBeat** are set forth below.

NOW, THEREFORE, in light of the forgoing, it is mutually agreed as follows:

1. **SafeBeat** Heart Screening Program. **SafeBeat** will offer its preventative heart screening services at Screening Event(s) held at _____ County Schools / (starting with _____)

(a) The Screening Event(s) will begin in _____ TBD 2018-2019 / post sponsor.

(b) The Screening Event(s) will be held at a High School/Middle School location(s) in Leon County to be mutually determined by **SafeBeat** and **SCH**. The location is supplied to **SafeBeat** for the Screening Event(s) by **SCH** for no cost to **SafeBeat**, Wolfson, **SCH**, any student, or parent(s)/guardian.

(c) The **SafeBeat** preventative heart screening will consist of a consent, registration, personal and family heart health questionnaire, bi-lateral blood pressure reading, body mass index calculation (BMI), and 12 lead ECG along with dictation/recommendation. Cost of services are covered by parents willing to donate, other donations and sponsors. **SafeBeat** does NOT bill the parents, school or insurance companies for cost of the screening.

(d) The screening is open to all **SCH** students who participate in any extracurricular activities. Students must be in grades within public middle/high school to participate in this screening or otherwise stated within.

2. **SafeBeat's** Responsibilities. **SafeBeat** is responsible for organizing and executing the screening event(s).

(a) **SafeBeat** will provide **SCH** with **SafeBeat's** screening service, and the execution of the screening event(s).

(b) **SafeBeat** in collaboration with Wolfson, will provide the assigned **SafeBeat** coordinator of **SCH** (*SCH designee - Leon County health department nurses*) a list of all the children who signed up for the screening prior to the screening event. Post screening, the **SCH** screening coordinator will receive a list of any children that has a recommendation of "NOT CLEARED." Due to HIPPA compliance, these will be the only results shared with **SCH** from **SafeBeat**. The parent(s)/ guardian of the child will be emailed the results from the screening along with any instructions for follow up (if

needed). It is up to the parent(s) / guardian of the child screened if they would like to disclose the complete results of the screening and/or follow up care results with **SCH**. It is the responsibility of **SCH** to communicate directly to parent(s) / guardian of any child in question about getting a "Cleared" status before continuing with strenuous / sports activities within **SCH**.

(c) **SafeBeat** will customize the heart screening program according to what best meets the community's needs of **SCH** and the availability of **SafeBeat**. (IE: Location / Date)

(d) **SafeBeat** will be in charge of the execution of the heart screening program. This includes, but is not limited to, promotion materials for the screening event(s), the registration process, the screening tests, the screening, the evaluation of the screening results, and the distribution of the screening results.

(e) **SCH** will be named as additional insured (holder) under the **SafeBeat** general liability insurance for the Screening Event(s) sponsored. **SCH** will receive a copy certification thereof before screening commences.

3. **SCH's Responsibilities.** Within two (2) days of the Date of Execution of this Agreement, **SCH** will assign an authorized representative who will assist **SafeBeat** to execute the heart screening program within **SCH's** district.

(a) **SCH** is responsible for providing transportation (*only if applicable*) for all pre-registered children to the screening event, on the day of the event, and in a timely manner. School bus drivers and chaperones are the responsibility of **SCH** and are to know their assigned pickup and drop off times before the day of the event (*apply only if applicable*).

(b) **SCH** is responsible for providing supervisory staff at the screening location for the duration of the screening event. **SCH** is responsible for providing adult supervision for all children at all times including but not limited to: (*where applicable*) drop off area, pickup area, travel to/from screening, screening area waiting, screening area, loading/unloading and return of child to parent / guardian and parking lot. **SCH** is responsible of the child's safety on the day of screening from the time of parent/guardian drop off to the time of the parent/guardian pickup (*apply only where applicable*).

(c) **SCH** is responsible for providing a clean and spacious work environment. Location for screening will be approved by both **SCH** and **SafeBeat** prior to booking the facility. Amenities that are needed to be included but not limited to is: Internet access, sufficient power outlets, maintainable comfortable temperatures, sufficient room for privacy, waiting area, restrooms (*his and hers preferably*), separate area to screen girls vs boys (when available), check-in area (*min 1 table / 2 chairs*).

4. **Use of Name and Image (Logo).** Under certain circumstances, **SafeBeat** may wish to use the **SCH's** name and/or image in Company materials. **SafeBeat** will not use **SCH's** name or image without written approval from **SCH** to **SafeBeat**. **SCH** acknowledges the right of **SafeBeat** to publicize the conduct of its program on **SCH** grounds pursuant to this Agreement, but **SafeBeat** will not state or imply that **SCH** has endorsed **SafeBeat** nor will **SafeBeat** make use of any **SCH** logos, marks, or images in such publicity unless otherwise noted or permission granted. **SafeBeat** agents and others working for it or on its behalf, and their respective licensees, successors, and assignors have the right and permission to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise use **SCH's** name, image, and likeness, in any manner or media (whether now known or hereafter devised) for the purposes of promoting and publicizing **SafeBeat** and its screening locations. **SCH** has the full and exclusive right and authority to grant the rights granted hereunder.

5. Representation: Both parties agree to, at all times, to represent itself in a professional manner in business attached to and apart from this screening agreement. Professionalism is to be obtained before, in, during and after including but not limited to the following: social media engagement/post, email, phone, text, community outreach, PR of any kind, community awareness, fundraising of any kind, meetings, galas, screening, results etc.

6. Fees. Any and all fundraising dollars derived for the screenings shall be in sole possession and the property of **SafeBeat** and not that of **SCH**. **SCH** shall not be entitled to any portion or share of any fundraising dollars received due to **SafeBeat** screenings, fundraising, and (or) efforts.

7. Term; Termination. This Agreement shall commence as of the Date of Execution and, unless sooner terminated as provided hereunder, shall terminate when **SafeBeat** has no further obligations to **SCH** under the designed heart screening program. The term of this agreement is until December 31, 2019 of which will automatically renew for a period of 1 year unless otherwise revised or renegotiated by both parties. **SCH** agrees NOT to enter in or utilize any other program, facility, medical provider, Institution, hospital and or clinic for their preventative Heart Screening Event(s) during the period of this contract or renewal.

(a) Either party may terminate this Agreement, for any reason, upon the giving of written notice of termination to the other party. Termination will be effective on the date of delivery of the notice.

(b) After receipt of such notice of termination, either party will stop work hereunder and return any materials provided in connection with the Screening Event(s).

8. Confidentiality.

(a) During the Term and thereafter, **SCH** agrees that **SCH** shall not directly or indirectly, except in the performance of **SCH**'s duties, disclose, furnish or otherwise make available to any party or utilize for its own benefit any **SafeBeat** Confidential Information (as hereinafter defined). "SafeBeat Confidential Information" means all secret and confidential proprietary information relating to **SafeBeat's** business including, without limitation, computer software, techniques, business ideas or information relating to such business ideas, trade secrets, marketing plans, objectives, fundraising, names of customers or potential customers, sponsorship agreements and other matters which relate to **SafeBeat's** business as allowed by law.

(b) **SafeBeat** Confidential Information shall not include information that: (i) has been approved for release by written authorization of **SafeBeat**; (ii) is or becomes part of information in the public domain through no fault of **SCH**; (iii) was known by **SCH** prior to the disclosure thereof by **SafeBeat**; or (iv) properly comes into the possession of **SCH** from a third party which is not under any obligation to maintain the confidentiality of such information. **SCH** may disclose **SafeBeat** Confidential Information pursuant to a judicial or other government order; provided that **SCH** shall provide **SafeBeat** with prompt notice prior to any disclosure so that **SafeBeat** may seek other legal remedies to maintain the confidentiality of such **SafeBeat** Confidential Information and **SCH** shall comply with any applicable protective order or equivalent.

9. Indemnification by SafeBeat. **SafeBeat** hereby agrees to indemnify, hold harmless and defend **SCH** from any liability caused to **SCH** by any act or omission of **SafeBeat**.

10. Indemnification by SCH. **SCH** hereby agrees to indemnify, hold harmless and defend **SafeBeat** from any liability caused to **SafeBeat** by any act or omission of **SCH**.

11. No Guarantee. Per this agreement, **SafeBeat** in collaboration with **Wolfson**, and **SCH** will provide preventative heart screening that helps detect underlying and/or previously undetected heart abnormalities within all participating students that may lead to sudden cardiac arrest or sudden cardiac death. However, **SafeBeat, Wolfson, and SCH**, along with any associated staff, makes NO guarantees in the success of detecting all cardiac abnormalities and NO guarantees of preventing sudden cardiac arrest or sudden cardiac death in any children.

12. Miscellaneous.

(a) This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement and the **SafeBeat** Program may be amended, supplemented or changed only by an agreement in writing signed by the parties.

(b) This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida** and any dispute arising out of or related to this Agreement shall be submitted to the state or federal courts located in the **SCH** jurisdiction is hereby consented to by **SCH** and **SafeBeat**.

(c) The provisions of this Agreement shall survive the expiration or prior termination of this Agreement to the extent necessary to effectuate their purposes.

(d) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any circumstances, the remaining provisions shall nevertheless remain in full force and effect and shall be construed as if the unenforceable portion or portions were deleted.

(e) All notices shall be in writing and sent to the parties at the addresses set forth above, or at such other place that either party may designate in writing and a copy of any notice sent to **SafeBeat** shall be sent to Attorney Eric Kirkland; Kirkland Law, 555 W. 5th. Street, Los Angeles, CA 90013.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the dates indicated below.

SafeBeat, Inc

_____ County Schools / _____

BY: _____

BY: _____

Date: _____

Date: _____

Name: Sheldon Hill RDCS

Name: _____

Title: Executive Director of SafeBeat

Title: _____