

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – February 22, 2022**

DEPARTMENT/SCHOOL INITIATED AGREEMENT

22-432-A-KR - Heart Health Digital Program

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement

REQUESTOR: Employee Benefits & Risk Management Legal Review Required: Yes No
 Standard Template Used with No Changes: Yes No
 Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Hello Heart Inc.	Variable	Heart Health Digital Program
Total	Variable	

<input type="checkbox"/> Contract Renewal	New Contract Amount	Variable
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input checked="" type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Hello Heart will provide Services to Client as specified in this MSA and the applicable Service Order attached hereto as Attachment A. Pricing, the period over which the Services will be provided, and any special terms which may be agreed upon by Hello Heart and Client with respect to the Services purchased by Client shall be expressly stated in the applicable Service Order. Hello Heart continuously improves the solution, and may deploy new versions, deploy new features and test new modules to the users enrolled in the program from time to time at the sole discretion and cost of Hello Heart.

A vendor provided agreement has been reviewed and approved by Legal on December 21, 2021.

CONTRACT TERM:

The initial contract term shall commence February 23, 2022 and continue until February 22, 2025 with one optional two year renewal period.

RECOMMENDATION:

It is the recommendation of Beth Thedy, Ed.D., Deputy Superintendent/Chief Human Resources Officer and Antonia Scipio, Director of Employee Benefits and Risk Management to approve the attached agreement with Hello Heart Inc.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012(15)

Hello Heart Master Services Agreement

This Master Services Agreement (“MSA”) is made this date February 23, 2022 (the “Effective Date”) by and between Hello Heart Inc., with offices at 545 Middlefield Rd., Suite 260, Menlo Park, CA 94025 (“Hello Heart”) and School Board of Brevard County, Florida with offices at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (“Client”).

Definitions.

“Agreement” means, collectively, this MSA and all Service Orders issued under this MSA.

“Intellectual Property” or “IP” means anything protectable by patent rights, copyrights, trademark rights, rights in trade secrets, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Personal Information” means any information relating to a natural person who is, or can be, identified either directly or indirectly, submitted by Client or its employees in connection with use of the Services, such as name, address, telephone number, e-mail address, credit card number, social security number, passport number, personal identification number, or other information directly linked to a person.

“Service Order” means a fully signed order for Services under this Agreement in the form attached as Attachment A.

“Services” means the services provided by Hello Heart to Client and its employees under this Agreement as set forth in a Service Order and includes Hello Heart’s software, APIs, documentation, and other systems necessary for Client and its employees’ access and use.

Services.

Service Order. Hello Heart will provide Services to Client as specified in this MSA and the applicable Service Order attached hereto as Attachment A. Pricing, the period over which the Services will be provided, and any special terms which may be agreed upon by Hello Heart and Client with respect to the Services purchased by Client shall be expressly stated in the applicable Service Order. Hello Heart continuously improves the solution, and may deploy new versions, deploy new features and test new modules to the users enrolled in the program from time to time at the sole discretion and cost of Hello Heart.

Inconsistent Terms. To the extent that any term in a Service Order is inconsistent with a term in this Agreement, then the term in the Service Order shall govern solely with respect to the Services covered by that Service Order. Subject to its fulfillment of its obligations under any then current Service Order, Hello Heart may revise, expand or curtail its Service offerings at any time in its sole discretion.

Intellectual Property; Usage Rights; Licenses

Services Usage Rights. Hello Heart hereby grants to Client during the Service Order Term (as defined in the applicable Service Order) a non-assignable, non-exclusive, worldwide, enterprise-wide license to access, use, and operate the Services. This license is for the sole purpose of enabling Client's participating employees ("Client Members") to use the Services as provided by Hello Heart in the manner permitted under this Agreement.

Ownership of IP. Client acknowledges that the Services use and/or embody Hello Heart Intellectual Property and that Hello Heart holds sole title to and ownership of such Intellectual Property. Notwithstanding any provision to the contrary set forth herein, nothing in this Agreement shall be construed to, and Client shall take no steps that would, impair, qualify, diminish, limit, transfer, license, assign or otherwise modify, in whole or in part, Hello Heart's rights in the Intellectual Property.

Collection of Aggregated Information. Hello Heart may collect, use, store, and retain aggregated information about Client Members, from which identities have been removed. Hello Heart retains the right to commercialize such aggregated information and Client will not receive any payment or other consideration for such use. Notwithstanding the foregoing, Hello Heart acknowledges and agrees that it obtains no right, title, or interest under this Agreement in or to any Personal Information that Client or Client Members submit or otherwise provide on, or through, their use of the Services.

Fees; Payment Terms.

Invoices. Unless otherwise specified in the Service Order, Hello Heart will invoice Client monthly for the service fees set forth in the applicable Service Order. Such fees are stated exclusive of applicable shipping costs, taxes, duties, or other regulatory or governmental charges or fees which may be assessed on the Services, all of which are the responsibility of Client.

Payment. Client will pay Hello Heart within 45 days after Client receives an invoice in accordance with this Section 4. Service fees are non-refundable unless explicitly stated otherwise in the Service Order. If any amount is overdue, Hello Heart may, in its sole discretion, charge interest at the rate of 1.5 percent of the outstanding balance per month, or the maximum rate permitted by law, whichever is greater, from the date such payment was due until the date paid.

Expenses. Client will reimburse Hello Heart for pre-approved expenses up to the amounts specified in the applicable Service Order.

Confidentiality.

Definition. "Confidential Information" means all information that one party (or an affiliate) discloses to the other party under this Agreement and is marked as confidential or would

normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

Non-Disclosure. The recipient will not disclose the discloser's Confidential Information, except to employees, affiliates, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors, are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, the recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate.

Personal Information. Client shall direct all participating Client Members to provide all required Personal Information to Hello Heart in order for Hello Heart to provide the Services. Notwithstanding the foregoing, Client prohibits Client Members residing in a European Union Member State from providing Personal Information to Hello Heart. If the Client discovers that a Client Member residing in a European Union Member State has provided Hello Heart with Personal Information, the Client shall immediately notify Hello Heart and Hello Heart shall immediately thereafter delete or otherwise destroy such Personal Information. Further, Hello Heart will not disclose any Personal Information submitted by the Client or Client Members on or through the Services, except as described in its Privacy Policy at <https://helloheartapp.com/privacy-policy/>.

Service providers. Members contact details and shipping addresses only may be transmitted to service providers in order to deliver the devices to users, or contact them if needed. These service providers include, without limitation, shipping providers (such as UPS, FedEx, fulfillment centers etc.), email, telephone and text messages providers (such as Gmail email server). Members' contact details may be exposed to authorized internal personnel in Hello Heart as part of the ongoing support operations. Hello Heart will not share users' contact details for any other purposes besides providing services as part of the Hello Heart solution package.

Representations and Warranties.

Mutual. Each party represents and warrants that it has full power and authority to enter into and fulfill its obligations under this Agreement.

Quality. Hello Heart warrants that the Services provided hereunder shall be performed in a professional and workmanlike manner. Hello Heart shall use commercially reasonable efforts to ensure that the Services are free of viruses and other malicious code. Subject to the first sentence in this paragraph, Client acknowledges and understands that the Services are provided "AS IS" without further representation or warranty.

Compliance. Client and Hello Heart will comply with all applicable laws and regulations. For the sake of Clarity, Hello Heart offers and provides Services to Clients and Client Members solely in the United States and shall not be used by Clients or Client Members solely resident outside of the United States. In no event will Hello Heart act on Client's behalf with any governmental agency.

Medical Advice Disclaimer. Hello Heart does not provide diagnosis or treatment advice to its users and does not provide any services that must be undertaken by a licensed medical provider. Any health-related information provided in connection with the Services is intended to be general in nature and should not be used as a substitute for a visit with a healthcare professional.

Limitations of Liability.

IN SECTION 8 (LIMITATIONS OF LIABILITY), "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

WITH THE EXCEPTION OF LIABILITY ATTRIBUTABLE TO A BREACH OF EITHER PARTY'S PROPRIETARY RIGHTS OR A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY), NEITHER PARTY NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES WHICH MAY BE PROVIDED BY HELLO HEART. IN NO EVENT SHALL HELLO HEART'S LIABILITY HEREUNDER OR IN CONNECTION HERewith, EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT UNDER THE SPECIFIC SERVICE ORDER IN CONNECTION WITH WHICH THE LIABILITY IS CLAIMED TO HAVE ARISEN. ALL CLAIMS, OTHER THAN CLAIMS FOR PAYMENT OF AMOUNTS OWED OR BREACHES OF CONFIDENTIALITY TERMS OR THE TERMS PROTECTING HELLO HEART'S INTELLECTUAL PROPERTY, SHALL BE MADE WITHIN 12 MONTHS FOLLOWING THE DATE ON WHICH THE CLAIMING PARTY HAD REASONABLE NOTICE OF THE CLAIM.

Term; Termination.

Term. This Agreement shall commence on February 23, 2022 and shall continue through February 22, 2025 and may be renewed at the end of the term for one (1) additional two (2) year renewal. The renewal option shall be exercised at the same or substantial similar terms by mutual written agreement of the Parties.

Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty upon 90 days' prior written notice to the other Party.

Termination. If either Party determines that the other Party has engaged in a pattern of activity that constitutes a material breach of the other Party's obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such a time period, the non-breaching Party may terminate all or part of the service relationship. In no event shall such termination have any effect on sums due from Client for any services provided by Hello Heart under the engagement.

Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, Client shall pay any unpaid fees covering the remainder of the Service Order Term on all applicable Service Orders. In no event shall any termination relieve the Client of the obligation to pay any fees payable to Hello Heart for the period prior to the effective date of termination or expiration. Upon termination or expiration of this Agreement, all rights and licenses granted to Client to use the Services shall cease and terminate immediately.

Miscellaneous.

Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements, promises, or understandings, whether written or oral, relating to the matters covered hereunder. Any modification of the terms and conditions of this Agreement must be in writing and signed by an authorized representative for each party. Failure of either party to insist in any instance upon strict performance by the other party of any term or condition of this Agreement shall not be construed to be a permanent waiver of such or any other term or condition of this Agreement. Headings used in the Agreement are for reference purposes only and shall not be deemed a part of the Agreement. If any provision of this Agreement is declared invalid, in whole or in part, by an authorized tribunal, then for purposes of such proceeding, such provision (or part thereof) shall be amended so as to become enforceable consistent with its original intent, or if such amendment is not possible, then it shall be stricken and deemed omitted; in either case, the remaining provisions of this Agreement shall remain in full force and effect.

Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. In no event shall either party have the right to bind the other party except as may be expressly provided for herein. For so long as Hello Heart is providing Services to Client, Hello Heart shall be entitled to identify Client as a Hello Heart customer to third parties and to describe the nature of the Services being provided to Client in Hello Heart's materials and presentations.

Assignment. Neither party may assign this Agreement (or any of its rights or obligations hereunder) without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. For purposes of this Section 10.3, an assignment shall be deemed to be made by Client in the event of a merger by Client into a third party entity, an acquisition of Client by a third party, or another corporate restructuring which results in a material change in the business and size of Client. Notwithstanding the foregoing, Hello Heart

may assign this Agreement without Client's consent to a third party to whom Hello Heart has transferred all or substantially all of its assets and shall provide prompt (and where practicable, prior) written notice to Client of any such assignment.

No Restriction on Trade. Nothing in this Agreement shall be construed as preventing or limiting Hello Heart's right to market, offer, or provide services of any kind, including services of the same nature as the Services provided to Client, to or on behalf of any other individual, corporation, organization, or entity.

Force Majeure. Neither party shall be liable to the other for any delay in the performance of its obligations hereunder that is unavoidable with reasonable diligence, which occurs without its fault or negligence, and which is caused by an event or third party not within its reasonable control, provided, however, that the party so delayed in performance shall promptly notify the other party of the delay and its expected duration and use commercially reasonable efforts to minimize such delay.

Notices. Notices to either party to this agreement shall be given by overnight courier, or by hand and shall be deemed received on the day of delivery if delivered during normal business hours, or the next following business day if delivered after normal business hours. Notices must also be sent by email in parallel to be deemed as received. Delivery of all notices shall be made to the following persons at the respective addresses of the parties first set forth above: for Hello Heart, to the attention of Jesus Bermudez, jesus.bermudez@helloheart.com ; for Client, to the attention of Antonia Scipio, Director of Employee Benefits and Risk Management Email Scipio.antonina@brevardschools.org

Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, excluding its conflict of law rules. Each party agrees to submit to the personal jurisdiction of Florida with respect to such claims.

E-Verify. Under Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

INSURANCE. At its sole expense, Contractor will provide, before commencement of the Services, and submit to BPS along with this Agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 1.1.1 to 1.5.5 below. The insurance requirements are as follows:

- 1.1. **Insurance listed in 11.1.1 below is required of all contractors.** “The School Board of Brevard County, Florida” shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right to terminate this Agreement.
- 1.2. **Insurance listed in 11.1.2 below.** All contractors whose work for BPS includes products or services, and the value of these products or services are in excess of \$25,000.00, are required to carry this insurance to the limit listed below.
- 1.3. **Insurance listed in 11.1.3 below.** Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that BPS is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.
- 1.4. **Insurance as listed in 11.1.4 below.** All contractors that have one (1) or more employees or that subcontract any portion of their work to another individual or company is required to have workers’ compensation insurance to the limits listed below. For contracts of \$25,000.00 or more, no State of Florida, Division of Workers’ Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers’ compensation insurance policy.
- 1.5. **Insurance as listed in 11.1.5 below.** All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 1.1 to 1.5 above and as checked off in the box to the left of each section 11.1.1 to 11.1.5 below as specifically marked by representatives of the BPS Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of “A” or better and a financial size category of “VII” or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to BPS thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to BPS.

- 11.1.1. Commercial General Liability Insurance:**
 - Negligence including Bodily Injury and Property Damage
 - Per Occurrence - \$1,000,000
 - General Aggregate - \$2,000,000
- 11.1.2. Product Liability and/or Completed Operations Insurance:**
 - Negligence Including Bodily Injury and Property Damage - \$1,000,000

Products – Completed Operations Aggregate -
\$2,000,000

11.1.3. **Automobile Liability:**

Negligence Including Bodily Injury and Property Damage:

Per Claim -	\$ 500,000
Combined Single Limit (each accident) -	\$1,000,000

11.1.4. **Workers’ Compensation/Employer’s Liability:**

W.C. Limit Required* -	Statutory
Limits	

E.L. Each Accident -	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

11.1.5. **Professional Liability Insurance/Environmental Liability/Cyber Liability (as applicable) (Errors and Omissions):**

For services, goods, or projects that will exceed \$1,000,000 in value over a year.

Each Claim -	\$1,000,000
Annual Aggregate -	\$2,000,000

For services, goods, or projects that will not exceed \$1,000,000 in value over a year.

Each Claim -	\$ 250,000
Annual Aggregate -	\$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the Services in this Agreement.

- 1.6. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Brevard County, Florida. This shall also apply to any self-insurance maintained by The School Board of Brevard County, Florida.
- 1.7. Contractor shall notify BPS's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Contractor received from its insurer on above required insurance.
- 1.8. Contractor shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.
- 1.9. Contractor agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by BPS. Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide insurance required in this Agreement.
- 1.10. To the extent permitted by law, Contractor's insurance shall contain a waiver of rights to recover from BPS or its insurance.
- 1.11. Any required insurance that Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by BPS's Risk Management Department and referenced in an addendum to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below.

Hello Heart

School Board of Brevard County,
Florida

Tom Kahl

Authorized Signature

Authorized Signature

Tom Kahl

Misty Belford

Name

Name

Chief Revenue Officer

Board Chair

Title

Title

2/3/2022 | 9:17 AM PST

Date

Date

Attachment A: Service Order

This Service Order (“Service Order”) is entered into between Hello Heart Inc. a Delaware company with offices at 545 Middlefield Rd., Suite 260, Menlo Park, CA 94025 (“Hello Heart”) and School Board of Brevard County, Florida with offices at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (“Client”), and is effective as of February 23, 2022 (“Service Order Effective Date”).

This Service Order is governed by, incorporated into, and made part of the Master Services Agreement executed by Hello Heart and Client on or about the Service Order Effective Date (the “MSA”). The terms of this Service Order are limited to the scope of this Service Order and will not be applicable to any other Service Orders. This Service Order and the MSA represent the entire agreement and understanding between the parties relating to the subject matter hereof and supersede all prior and contemporaneous representations, discussions, negotiations and agreements, whether written or oral. All defined terms in this Service Order have the same meaning as in the MSA unless this Service Order expressly states otherwise.

1. Term.

Unless terminated for cause earlier in accordance with the termination provisions set forth in the MSA, this Service Order will have the following term: 36 months. Client pricing and commercial terms are guaranteed to remain in effect during this term even if Hello Heart’s price list increases.

2. Description of Services.

Hello Heart will provide Client with a mobile software solution that is designed to promote population-level improvements in heart health.

- Specifically, all Client members will be given an opportunity to download the Hello Heart application to their iPhone or Android mobile devices, providing access to a wide array of tracking tools and resources to help them improve their heart health. Client will promote Hello Heart in agreed upon benefits and wellness company communications and portals, integrate with all relevant clinical programs offered, and will provide Hello Heart an opportunity to participate in onsite health and wellness events as relevant. Hello Heart will comply with any required background checks required for employees coming onsite.
- The client will be given access to quarterly dashboards that will present engagement levels in the program and population medical parameters such as hypertension levels on an aggregated level.
- Hello Heart will provide users registration and ongoing technical support via email and phone and engage the members in their health in order to increase frequency of use via emails and mobile notifications.

- In order to access and use the Hello Heart application, members will be required to have access to the latest iPhone iOS and Android operating system versions in the market supporting broadly available mobile smartphone devices (not including tablets). Hello Heart deploys automatic software updates that include new features, test features and bug fixes from time to time.

3. Subscription Fee.

For purposes of this Section 3 (Subscription Fee), “Enrolled User” (participant) means a Client employee or plan member who has completed the registration process and received their blood pressure tracking device. Client agrees to pay:

- \$30 per participant per month (PPPM). Participants are billed for 1st year of service at enrollment date. If after the 1st year, a participant has not had at least 1 meaningful interaction (measured blood pressure, tracked medication, read daily insights, added medical data, shared data with their doctor) in the last three months, the participant will not be considered active and the Client will no longer be billed for the participant. This verification will be performed on a quarterly basis and billing will be adjusted quarterly.

Subscription Fee includes:

- Hello Heart Mobile software license for each user (including activity and blood pressure level tracking)
- FDA approved Bluetooth enabled Blood pressure monitor for each user
- HIPAA compliant corporate dashboard
- Marketing materials and enrollment content - emails, video, postcards, posters. Hello Heart will engage the users on a quarterly basis using these marketing materials. In relevant cases Hello Heart can also reach out to users via phone and text with participant’s consent.
- Live enrollment support; email, mail, and phone when required. Onsite enrollment by Hello Heart’s enrollment specialists in every location with over 200 eligible employees for the Hello Heart program.
- Remote champions training for other locations by Hello Heart’s designated teams.
- Ongoing Engagement tools- reach out via email, text and phone to inactive users

4. Performance Guarantees

- **Moving the needle on population heart health (70% Fees at risk annually):** Hello Heart guarantees that at least 10% of enrolled users with uncontrolled blood pressure (BP) will reduce their BP within 2 months. These guarantees will be based on the difference between the first week average BP readings of enrolled users to their average BP in the eighth (8th) week of the program. Averages will be based on a minimum of at least two (2) readings in

each measurement period, for enrolled users with uncontrolled BP (average first week readings of 130/80 or above). The guarantee will be based on a difference of at least 2 points between the first week average systolic BP of users at risk in the program (Users with average weekly BP of 130/80 or above), to their average BP in the 8th week of the program.

- **Long term catastrophic incidence reduction of participants at high risk (15% Fees at risk annually):** Hello Heart guarantees that at least 10% of enrolled users at high risk (hypertension stage 2 levels of 140/90 or above) will reduce their blood pressure (BP) by more than 10 points systolic within six (6) months. 10-point systolic reduction is correlated to a 50% reduction in the chances of having a heart attack. These guarantees will be based on the difference between the first week average BP of a high risk enrolled user in the program to their average BP in the twenty-two (22) weeks to twenty-six (26) weeks of participating in the program. Averages will be based on a minimum of at least two (2) readings in each measurement period, for enrolled users with uncontrolled BP (readings of uncontrolled BP at hypertension stage 2 levels of 140/90 or above).
- **Multiyear claims analysis with cohort matching (15%):** Hello Heart guarantees the program will pay for itself and deliver a minimum 1:1 ROI on claims after one year of user engagement. ROI will be delivered by reducing claims. To perform the analysis demonstrating cost reduction, the client needs to provide Hello Heart with 36 months of all members medical claims (full 12 months for the period preceding the implementation of the program and 24 months following the implementation of Hello Heart for these participants). Minimum cohort of 500 enrolled users that had cardiovascular claims with hypertension stage 2 (140/90) before enrolling to the program is required to assess claims reduction. The included users need to have been employed for a year before enrolling to Hello Heart in order to get a full set of claims and have more than 1 year in the program to demonstrate population health level cost reduction. A pre/post implementation analysis or cohort matching analysis will be performed to demonstrate the cost reduction. This analysis will be conducted at the end of year three of the contract period.

In the case Hello Heart won't reach the performance guarantee metric, the Client will receive proportional compensation of the fees paid annually. The compensation will be proportional to % of the goal that was achieved. Compensation will be made in the form of fee credit in the following year.

5. Payment Schedule.

- Hello Heart will bill the client directly / through the client's health plan (Cigna)
- Payment is due within 45 days after the client receives an invoice / claims are filed with Cigna

BUSINESS ASSOCIATE AGREEMENT

This Agreement by and between Hello Heart (Hello Heart Inc.) and School Board of Brevard County, Florida (“Client”) is entered on this day of February 23, 2022 for the purposes of complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), Public Law 111-005, and the regulations promulgated thereunder; 45 C.F.R. Parts 160 and Part 164, Subparts A, C, D and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “Privacy Rule”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “Security Rule”) Subpart D, together with the definitions in Subpart A is known as the “Breach Notification Rule” (“Breach Notification Rule”) (the Privacy Rule, Breach Notification Rule and the Security Rule are collectively called the “Privacy and Security Rules”). Hello Heart and Client are collectively referred to as the “Parties.”

WHEREAS, Client is a “Covered Entity” as that term is defined under HIPAA, which requires Covered Entities and certain of their service providers to enter into confidentiality agreements;

WHEREAS, Hello Heart may create on behalf of, or receive from, the Client or the Client’s other service providers protected health information (“PHI”); and

WHEREAS, upon creation or receipt of such PHI, Hello Heart would be a “Business Associate” in relation to the Client, as that term is defined under HIPAA.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Client and Hello Heart hereby agree as follows:

1. Capitalized Terms. All capitalized terms herein not otherwise defined shall have the meaning ascribed to such terms under HIPAA, the HITECH Act and the Privacy and Security Rules, as may be amended from time to time.
2. Hello Heart’s Responsibilities with Respect to Use and Disclosure of PHI. Hello Heart hereby agrees, with regard to its Use and/or Disclosure of the PHI, to do the following:

- a. to Use and/or Disclose the PHI only: (i) in conjunction with the services it provides to Client (the “Services”); (ii) consistent with the manner in which Client is permitted to Use and Disclose by 45 C.F.R. 164.502 (as amended from time to time) and/or 45 C.F.R. § 164.512; (iii) for Hello Heart’s proper management and administration; (iv) to fulfill any present or future legal responsibilities; (v) as otherwise permitted or required by this Agreement; or (vi) as otherwise permitted or required by law.
 - b. to report to Client, in writing, any material Use and/or Disclosure of the PHI by Hello Heart that is not permitted or required by this Agreement of which Hello Heart becomes aware;
 - c. to use commercially reasonable efforts to maintain the security of the PHI and to prevent its Use and/or Disclosure contrary to this Agreement;
 - d. to the extent that Hello Heart creates, receives, maintains or transmits Electronic Protected Health Information as that term is defined by the Security Rule, on behalf of Client to report to Client any Security Incident of which Hello Heart becomes aware to the extent such incidents represent successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System that contains or has access to the Electronic Protected Health Information of Client, and upon request by Client, report all unsuccessful attempts for which Hello Heart has records; and
 - e. to require all of Hello Heart’s subcontractors and agents utilized in providing the Services which Use and/or Disclose the PHI, to agree, in writing, to adhere to equivalent restrictions and conditions on the Use and/or Disclosure of the PHI that apply to Hello Heart pursuant to this Agreement.
3. Safeguards. Hello Heart shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Hello Heart’s operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement, including meeting the requirements of 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316, which includes Hello Heart’s obligation to have written policies and procedures in place to document its administrative, technical and physical safeguards.
 4. Access Requests. The Parties acknowledge that Hello Heart only maintains portions of the Designated Record Set that are also in Client’s possession, such that Client can respond to access requests in compliance with 45 C.F.R. § 164.524 without accessing records in Hello Heart’s control. Client shall provide Hello Heart with written notification in the event that the forgoing acknowledgement is inaccurate, which shall obligate Hello Heart to respond to Client’s requests to access those records identified so that Client can comply with 45 C.F.R. § 164.524.
 5. Amendment Requests. Hello Heart shall process Client’s requests for amendment of the PHI in Hello Heart’s possession, solely upon Client’s request and in a manner that allows Client to

comply with 45 C.F.R. § 164.526 and in a manner that is consistent with the manner in which Client is amending the PHI in Client's possession.

6. Accounting of Disclosures. The Parties agree that Hello Heart shall provide to Client the information necessary for Client to provide an accounting of Disclosures, in a manner compliant with 45 C.F.R. §164.528, to individuals who request an accounting. In the event that Hello Heart receives a request for an accounting directly from an individual, Hello Heart shall forward such request to Client in writing.
7. Requests from Secretary of Health and Human Services. If Hello Heart receives a request, made by or on behalf of the Secretary of the United States Department of Health and Human Services (the "Secretary"), requiring Hello Heart to make its internal practices, books, and records relating to the Use and Disclosure of the PHI created or received by Hello Heart on behalf of Client available to the Secretary for the purpose of determining Client's and/or Hello Heart's compliance with HIPAA, then Hello Heart promptly shall notify Client that Hello Heart has received such a request.
 - a. Hello Heart shall make its internal practices that pertain solely to the protection of the PHI related to Client available to the Secretary or the Secretary's authorized representative for purposes of determining Client's and/or Hello Heart's compliance with HIPAA.
8. Minimum Necessary. Client shall provide, and Hello Heart shall request, Use and Disclose, only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure. The Parties acknowledge that the Secretary may issue guidance with respect to the definition of "minimum necessary" from time to time, and agree to stay informed of any relevant changes to the definition.
9. Reporting of Security Breaches. In the event of a "Breach" of any "Unsecured" PHI that Hello Heart accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Client, Hello Heart shall report such Breach to Client as soon as practicable, but in no event later than ten (10) business days after the date on which the Breach is discovered. "Breach" shall mean the unauthorized acquisition, access, Use, or Disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom the information is disclosed would not reasonably have been able to retain such information. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary (e.g., encryption). Notice of a Breach shall include, to the extent such information is available: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (ii) the date of the Breach, if known, and the date of discovery of the Breach, (iii) the scope of the Breach, and (iv) Hello Heart's response to the Breach.
10. De-identification and Aggregation of PHI. Client authorizes Hello Heart to de-identify and aggregate any PHI it receives from Client in accordance with 45 C.F.R. § 164.514(a)-(c). Hello Heart may Use or Disclose such de-identified information at its discretion. Client also acknowledges that such de-identified information does not constitute PHI and is not subject to

the terms of this Agreement. All de-identified information created by Hello Heart in compliance with this Agreement will belong exclusively to Hello Heart.

11. Responsibilities of Client. With regard to the Use and/or Disclosure of the PHI by Hello Heart, Client hereby agrees:
 - a. that the Uses and Disclosures of the PHI by Hello Heart pursuant to this Agreement are, at the time of execution and throughout the term of this Agreement will be, consistent with the form of notice of privacy practices (the “Notice”) that Client provides to individuals pursuant to 45 C.F.R. § 164.520;
 - b. to notify Hello Heart, in writing and in a timely manner, of any arrangements permitted or required of Client under 45 C.F.R. parts 160 and 164 that may impact in any manner the Use and/or Disclosure of the PHI by Hello Heart under this Agreement including, but not limited to, restrictions on Use and/or Disclosure of the PHI as provided for in 45 C.F.R. § 164.522 agreed to by Client, and to hold Hello Heart harmless from the financial impact of any such agreement by Client;
 - c. to obtain any consent or authorization that may be required under HIPAA or state law prior to furnishing the PHI to Hello Heart; and
 - d. make all requests for Disclosure of the PHI and not allow third parties to contact Hello Heart to request the Disclosure of the PHI on Client’s behalf. The Parties acknowledge and agree that upon receipt of such a request from Client, and with Client’s approval, Hello Heart may Disclose the PHI to the third party.
12. Statutory or Regulatory Changes with respect to the PHI. If Hello Heart’s responsibilities set out herein should be altered as a result of any changes in HIPAA or the HITECH Act (“Additional Responsibilities”), Hello Heart shall make such changes to the Services provided that appropriate changes in the fees are agreed to by Client and Hello Heart. If, in its reasonable discretion Hello Heart determines that the proposed, Additional Responsibilities have a material adverse financial effect on Hello Heart’s interest in this Agreement, and Hello Heart and Client cannot come to agreement on fees and implementation schedules for the Additional Responsibilities, then Hello Heart or Client may terminate the Agreement upon thirty (30) days prior written notice to the other party. Neither party shall assert any claim against the other party for monetary damages or equitable relief or otherwise for Hello Heart’s failure to perform the Additional Responsibilities from the date of notice to Hello Heart of the Additional Responsibilities through the date agreed to by the parties for implementation of the Additional Responsibilities or, if Hello Heart or Client exercises a right to terminate the Agreement, through the termination date.
13. Term. Unless otherwise terminated as provided in Sections 12 and 14, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of any oral or written agreement by Hello Heart to provide Services to Client and will terminate without any further action of the Parties upon the termination of all such agreements.

14. Termination

- a. If either Party determines that the other Party has engaged in a pattern of activity that constitutes a material breach of the other Party's obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such a time period, the non-breaching Party may terminate all or part of the service relationship. In no event shall such termination have any effect on sums due from Client for any services provided by Hello Heart under the engagement.
- b. Where either Party has knowledge of a material breach by the other Party, and cure is not possible, the non-breaching Party shall terminate the portion of the arrangement for Services affected by the breach.

15. Effect of Termination. Upon the event of termination of this Agreement, Hello Heart agrees, where feasible, to return or destroy the PHI, which Hello Heart still maintains in any form. Prior to doing so, Hello Heart further agrees, to the extent feasible, to request the destruction of the PHI that is in the possession of its subcontractors or agents. If, in Hello Heart's opinion, it is not feasible for Hello Heart or any subcontractors to return or destroy portions of the PHI, Hello Heart shall, upon Client's written request, inform Client as to the specific reasons that make such return or destruction infeasible and limit any further use or disclosures to the purposes that make the return or destruction of those portions of the PHI infeasible.

16. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals.

18. Informal Resolution. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

19. Limitation on Liability. Neither Party shall be liable to the other party for any incidental, consequential or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if the other Party has been advised of the possibility of such loss or damages.

20. Notices. All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The

addresses of the parties shall be as follows; or as otherwise designated by any party through notice to the other party:

If to Hello Heart:

Hello Heart

545 Middlefield Rd Suite 260

Menlo Park, CA 94025

Attn: Jony.Hartono@helloheart.com

If to Client:

Antonia Scipio, Director of Employee Benefits and Risk Management

2700 Judge Fran Jamieson Way

Viera, Florida 32940

Scipio.Antonia@brevardschools.org

21. Interpretation. The provisions of this Agreement shall prevail over any provisions in any other agreements between Hello Heart and Client that may conflict or appear inconsistent with any provision of this Agreement. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with HIPAA and the HITECH Act.
22. Survival. Sections 4, 6, 15, 19, and 22 shall survive the termination of this Agreement.

[INTENTIONALLY LEFT BLANK]

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement.

Hello Heart

Client

Signature: Tom Kahl

Signature: _____

Printed
Name: Tom Kahl

Printed
Name: Misty Belford

Job Title: Chief Revenue Officer

Job Title: Board Chair

2/3/2022 | 9:17 AM PST