

**CARDIAC HEALTH SERVICES GRANT AGREEMENT BETWEEN BROWARD COUNTY  
AND CLEVELAND CLINIC WESTON HOSPITAL NONPROFIT CORPORATION**

This Broward County Cardiac Health Services Grant Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Cleveland Clinic Weston Hospital Nonprofit Corporation (“Recipient”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. The Broward County Preventive Health Care Screenings Pilot Project (“Heart Project”) provided free coronary computed tomography angiography tests (“CCTAs”) for Broward County residents to enable the individuals, together with their medical advisors, to make better informed decisions to improve their heart health.

B. Recipient is a local medical organization that has expressed an interest in establishing a similar program for the benefit of its patients and the Broward County community at large. Recipient is qualified to facilitate and administer such a program.

C. The Parties desire to enter into this Agreement to enable County to provide funding toward Recipient’s own heart project (“**Cardiac Health Services Program**”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Human Services Department or such other person designated by the Director of the Human Services Department in writing.

1.5. **Grant Services** means all work required of Recipient under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A, as amended pursuant to the terms of this Agreement.

1.6. **Heart Tests** means computed tomography angiography tests or, to the extent permitted pursuant to Exhibit A, coronary artery calcium scans, as further described in Exhibit A.

1.7. **Subcontractor** means any entity or individual, including any subconsultant, that provides Grant Services through Recipient, regardless of tier.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Third-Party Funding Required Terms</b>
<b>Exhibit D</b>	<b>Qualifying and Disqualifying Criteria</b>

## ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Recipient shall perform all Grant Services, including, without limitation, the work specified in **Exhibit A** (the “Scope of Services”). The Scope of Services is a description of Recipient’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Recipient impractical, illogical, or unconscionable.

3.2. Limitations on Scope. County’s sole role under this Agreement is to provide grant funding to Recipient for Grant Services, including primarily for Recipient’s provision of Heart Tests to Eligible Participants (“County’s Obligation”). County is not providing, supervising, endorsing, or receiving medical care, diagnosis, or treatment services under this Agreement. Nothing in this Agreement shall be construed to create any medical, legal, or professional duty, obligation, or liability on the part of County to any person or entity, and County shall not be deemed a party to any provider-patient relationship that may exist or arise in connection with any provision of medical services by Recipient or any other person or entity.

## ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues until terminated as provided in this Agreement (“Term”).

4.2. Suspension. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129, Florida Statutes. If at any time County, acting through its County Administrator, determines that the County’s Obligation under this Agreement should be suspended, the County’s Obligation under this Agreement shall be automatically suspended upon written notice by County to Recipient (“Suspension Notice”) stating the duration of the suspension, which shall commence no earlier than ninety (90) days after the Suspension Notice. County shall have no financial obligations to Recipient under this Agreement for Grant Services performed during the suspension period. County may adjust the duration of the suspension period by written notice to Recipient. Recipient may suspend or continue Heart Tests during the suspension period, provided that County will have no financial obligation for Heart Tests performed or Marketing Expenses incurred during that period.

4.3. Time of the Essence. Time is of the essence for Recipient's performance of the duties, obligations, and responsibilities required by Recipient pursuant to this Agreement.

## **ARTICLE 5. COMPENSATION**

5.1. Grant Amount. For the provision of Grant Services under this Agreement, County will make available to Recipient the total County grant funding amount stated in **Exhibit B** ("Grant Amount") in accordance with the terms of this Agreement. If additional funding for Recipient's Cardiac Health Services Program is obtained from other grantor(s) or funding entities, including without limitation through efforts of County, elected County officials, or Recipient (collectively, such additional funding referred to herein as "Third-Party Funding"), any agreement between Recipient, including any of its affiliates, and the grantor and/or entity contributing the Third-Party Funding regarding such funding must contain the terms set forth in **Exhibit C**, which shall be in addition to any other terms negotiated solely between Recipient and the grantor and/or entity contributing the Third-Party Funding.

5.2. Grant Account; Payment. The Grant Amount shall be utilized by Recipient solely in accordance with the Payment Schedule set forth in **Exhibit B**. Recipient shall not utilize, pledge, encumber, assign, commit, or otherwise grant any security interest in the Grant Account (as defined in Exhibit B) or the funds in the Grant Account, nor make any deduction or draw from that account except as expressly permitted by this Agreement. Any portion of the Grant Amount, and any funds deposited into the Grant Account, that are not utilized strictly in accordance with the terms of this Agreement shall be refunded by Recipient to the Grant Account within thirty (30) days after written demand by County.

5.3. Reimbursable Expenses. Recipient shall only be reimbursed for Heart Tests, Marketing Expenses, and any eligible Capital Costs, as set forth in Exhibit B. County's only funding obligation shall be to provide the Grant Amount.

5.4. Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may suspend funding, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Recipient's failure to comply with any provision of this Agreement. In the event of an overcharge by Recipient in any amount, Recipient shall promptly refund to the Grant Account such overcharged amount.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Recipient represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Recipient, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Recipient has with any third party or violates Applicable Law. Recipient further represents and warrants that execution of this Agreement is within Recipient's legal powers, and each individual

executing this Agreement on behalf of Recipient is duly authorized by all necessary and appropriate action to do so on behalf of Recipient and does so with full legal authority.

6.2. Public Entity Crime Act. Recipient represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Recipient further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Recipient has been placed on the convicted vendor list.

6.3. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Recipient represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Recipient represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Recipient represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.4. Verification of Employment Eligibility. Recipient represents that Recipient and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Recipient violates this section, County may immediately terminate this Agreement for cause and Recipient shall be liable for all costs incurred by County due to the termination.

6.5. Warranty of Performance. Recipient represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Grant Services and that each person and entity that will provide Grant Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Grant Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Grant Services. Recipient represents and warrants that the Grant Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Grant Services unless otherwise expressly stated herein, and that the quality of all Grant Services shall equal or exceed prevailing industry standards for the provision of such Grant Services.

6.6. Prohibited Telecommunications. Recipient represents and certifies that Recipient and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.7. Entities of Foreign Concern. By execution of this Agreement, the undersigned authorized representative of Recipient hereby attests under penalty of perjury as follows: Recipient is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Recipient; and the undersigned authorized representative of Recipient declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.8. Breach of Representations. Recipient acknowledges that County is materially relying on the representations, warranties, and certifications of Recipient stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Recipient; (c) set off from any amounts due Recipient the full amount of any damage incurred; and (d) debarment of Recipient.

#### **ARTICLE 7. INDEMNIFICATION**

Recipient shall indemnify, hold harmless, and defend County, all of County's current, past, and future officers, agents, and employees, and any individual(s) or entity(ies) whose name(s) are used or referenced in connection with County's exercise of its naming rights under Section 5 of Exhibit A hereto (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Recipient, or any act or omission of Recipient, its Subcontractors, officers, employees, or agents, arising from, relating to, or in connection with this Agreement or in connection with any Heart Project data, Test Data, or Post-Test Data (collectively, a "Claim"), including, without limitation, claims arising out of or relating to any medical services, advice, diagnosis, or treatment provided by Recipient or its Subcontractors, or any allegation of medical negligence or malpractice in connection with Grant Services under this Agreement. For purposes of clarity, the foregoing obligation of indemnity by Recipient does not apply to any claim arising from any services, advice, diagnosis, or treatment provided by any Non-Recipient Entity that was not included as part of the Scope of Services provided under this Agreement, regardless of whether such services, advice, diagnosis, or treatment related to or were provided subsequent to and/or arising from the Grant Services and/or the Scope of Services provided pursuant to this Agreement. "Non-Recipient Entity" as used herein means any entity other than Recipient, its Subcontractors, and/or its affiliates. If any Claim is brought against an Indemnified Party, Recipient shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 8. INSURANCE**

8.1. Throughout the Term, Recipient shall, at its sole expense, maintain the minimum insurance coverages in accordance with the terms and conditions of this article. Recipient shall maintain insurance coverage against claims relating to any act or omission by Recipient, its agents, representatives, employees, or Subcontractors in connection with this Agreement.

8.2. Recipient shall provide and maintain commercial general liability insurance for \$1,000,000 per occurrence and \$3,000,000 aggregate, Professional liability insurance for \$1,000,000 per occurrence and \$3,000,000 aggregate, Workers' compensation insurance providing statutory benefits to Recipient's employees, and Auto liability insurance for \$1,000,000 per occurrence.

8.3. Recipient shall ensure that "Broward County" is listed as an additional insured on the general liability policy required under this article. If County elects to exercise its naming rights under Section 5 to Exhibit A hereto, County may, upon written notice to Recipient, require that Recipient ensure that the named individual(s) or entity(ies) are also listed as additional insured on the general liability policy required under this article; upon such written notice, Recipient shall provide documentation verifying such inclusion within thirty (30) days after said notice.

8.4. On or before the Effective Date or at least fifteen (15) days prior to commencement of Grant Services, as may be requested by County, Recipient shall provide County with a copy of all Certificates of Insurance sufficient to demonstrate the insurance coverage required in this article.

8.5. Recipient shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Recipient has been completed, as determined by Contract Administrator. Recipient or its insurer shall provide notice to County of any cancellation or material modification of any required policy at least thirty (30) days prior to the effective date of cancellation or material modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.6. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida.

8.7. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, which shall be in excess of and shall not contribute to the required insurance provided by Recipient.

8.8. Recipient shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County.

8.9. Unless prohibited by the applicable policy, Recipient waives any right to subrogation that any of Recipient's insurers may acquire against County, and shall obtain same in an endorsement of Recipient's insurance policies.

8.10. Recipient shall require that each Subcontractor maintain insurance coverage that adequately covers the Grant Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Recipient under this article. Recipient shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Recipient shall not permit any Subcontractor to provide Grant Services unless and until all applicable requirements of this article are satisfied.

8.11. If Recipient or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Recipient. If requested by County, Recipient shall provide evidence of each Subcontractor's compliance with this article.

8.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least three (3) years; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Recipient must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least three (3) years.

8.13. Notwithstanding anything to the contrary contained herein, at Recipient's sole discretion, any insurance required to be carried by Recipient pursuant to this Agreement may be on a claims-made basis and may be provided under: (i) a blanket policy or policies that include other liabilities, properties, and locations of the insuring party; (ii) a plan of self-insurance maintained in whole or in part either under a plan of self-insurance, or from a carrier that specializes in providing coverage to or for Recipient or its affiliates, or firms in the same or related businesses; or (iii) a combination of any of the foregoing.

## **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, Recipient's (a) failure to suitably or continuously perform the Grant Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated (whether negligent or intentional) payment of false or incorrect bills or invoices.

Termination for cause by County may be by the County Administrator. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective ninety (90) days after such notice was provided and Recipient shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Other Termination. This Agreement may be terminated by either Party upon at least ninety (90) days' prior written notice to the other Party. This Agreement may also be terminated for convenience by the Board with at least ninety (90) days' advance written notice to Recipient. Recipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Recipient of such termination in accordance with this section. If this Agreement is terminated pursuant to this section, Recipient shall be paid for any Grant Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and Recipient shall return any remaining Grant Amount funds to County within ten (10) days after the effective date of termination; after the effective date of termination, County shall have no further obligation to pay or provide funding to Recipient for Grant Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Recipient's failure to comply with any term(s) of this Agreement. Similarly, in addition to any termination rights stated in this Agreement, Recipient shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by Recipient due to County's failure to comply with any term(s) of this Agreement.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1. Recipient and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Recipient shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator and County Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Recipient to manage and supervise the

performance of this Agreement. Recipient acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. The County Administrator is authorized to provide on behalf of County any written approvals or consents required under this Agreement.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work generated by County or its contractor in connection with County's Heart Project shall remain owned solely by County. Any and all reports, photographs, surveys, documents, materials, data, or other work generated in connection with the Cardiac Health Services Program or otherwise created by Recipient in connection with performing Grant Services, whether finished or unfinished ("Documents and Work"), shall be jointly owned by County and Recipient. Neither County nor Recipient shall sell, or offer to sell, any portion of the Documents and Work to any third party, nor enter into, or offer to enter into, any bargained for exchange in connection with use or access to the Documents or Work, without prior written consent by the other Party, except as expressly permitted in this Agreement. The Contract Administrator, on behalf of County, has the authority to consent to any such request by Recipient.

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Recipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Recipient shall:

11.3.1. Keep and maintain public records required by County to perform the Grant Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Recipient or keep and maintain public records required by County to perform the Grant Services. If Recipient transfers the records to County, Recipient shall destroy any duplicate public records that are exempt or confidential and

exempt. If Recipient keeps and maintains the public records, Recipient shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Recipient receives a request for public records regarding this Agreement or the Grant Services, Recipient must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Recipient must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Recipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Recipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Recipient must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Recipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Recipient as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Recipient, or the claimed exemption is waived. Any failure by Recipient to strictly comply with the requirements of this section shall constitute Recipient’s waiver of County’s obligation to treat the records as Restricted Material. Recipient must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5394, CPD@BROWARD.ORG, 115 S. ANDREWS AVE., ROOM 303, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Recipient and all Subcontractors to the extent necessary to determine Recipient’s compliance with this Agreement. Recipient and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Recipient and all Subcontractors shall make same

available to County in written form at no cost and allow County to make copies. Recipient shall provide County with reasonable access to Recipient's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Recipient and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Recipient expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Recipient hereby grants County the right to conduct such audit or review at Recipient's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Recipient shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Recipient shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Recipient shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Recipient.

Recipient shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Recipient is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Grant Services, neither Recipient nor its agents shall act as officers, employees, or agents of County. Recipient shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Recipient nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Administrator

Attn: Monica Cepero

115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301

Email address: [mcepero@broward.org](mailto:mcepero@broward.org) with a copy to [rharrod@broward.org](mailto:rharrod@broward.org)

FOR RECIPIENT:

Cleveland Clinic Weston Hospital Nonprofit Corporation

Attention: Florida General Counsel

2950 Cleveland Clinic Blvd., Weston, FL 33331

Email address: [FloridaLegalGCStaff@ccf.org](mailto:FloridaLegalGCStaff@ccf.org); with a copy to [rossf2@ccf.org](mailto:rossf2@ccf.org)

11.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Recipient without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Recipient, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Recipient or in the entity that controls Recipient's business; or (c) the sale, lease,

or transfer of all or substantially all of Recipient's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Recipient or its parent, or (ii) a transfer between existing owners of Recipient that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Recipient of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Recipient is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Recipient must ensure that any use of generative artificial intelligence tools by Recipient or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Recipient must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Recipient and the Grant Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or

section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Recipient.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. Recipient shall ensure compliance with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act (“HIPAA”), and fully protect individually identifiable health information as required by HIPAA and/or Health Information Technology for Economic and Clinical Health Act (“HITECH”), to the extent that medical or personal information of any person is collected, stored, or shared in connection with the services funded under this Agreement. County shall not be responsible for any breach of privacy or confidentiality arising from or relating to any action or omission by Recipient or its Subcontractors under this Agreement. Where required, Recipient shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Recipient’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the

expiration or earlier termination of this Agreement. Recipient shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.22. Payable Interest.

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Recipient for any reason, whether as prejudgment interest or for any other purpose, and Recipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25. Use of Name or Logo. Neither Recipient nor County will use the other Party's name, logo, likeness, trademarks, image, or other intellectual property for any advertising, promotional, or other commercial purpose without first obtaining the other Party's written consent.

11.26. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Recipient, Recipient hereby attests under penalty of perjury that Recipient does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Recipient declares that they have read the foregoing statement and that the facts stated in it are true.

*(The remainder of this page is intentionally blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2025; and Cleveland Clinic Weston Hospital Nonprofit Corporation, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
René D. Harrod (Date)  
Chief Deputy County Attorney

RDH  
CC Grant Agreement for Cardiac Grants  
11/05/2025  
#1181274.145

**CARDIAC HEALTH SERVICES GRANT AGREEMENT BETWEEN BROWARD COUNTY  
AND CLEVELAND CLINIC WESTON HOSPITAL NONPROFIT CORPORATION**

RECIPIENT

**Cleveland Clinic Weston Hospital Nonprofit Corporation**

By: David Cato  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## **Exhibit A Scope of Services**

Recipient agrees to provide Grant Services as described in this Scope of Services, including providing Heart Tests for Eligible Participants as described herein.

### **1. Heart Tests**

Recipient will provide one of the following Heart Tests to Eligible Participants:

- Cardiac CTA (“CCTA”); or
- Calcium scoring (“CAC”) (**only** to Eligible Participants medically determined to be (i) allergic to the CCTA contrast material, or (ii) unable to tolerate a CCTA).

Heart Tests under this Agreement include any necessary medical order for the Heart Test (e.g., by a cardiologist or other medical professional), preparation for and administration of the CCTA or CAC to the Eligible Participant, interpreting and reporting the test results, providing the test results information to the Eligible Participant, and all associated medical or other personnel time, facility use, licensing, and supplies and equipment necessarily involved in such activities.

### **2. Eligible Participants**

Recipient shall screen potential participants to ensure that only Eligible Participants receive a Heart Test. To qualify as an Eligible Participant under this Agreement, the person must comply with all of the following:

1. Be a current Broward County resident; and
2. Meet all medical qualifying criteria and not be medically disqualified on any basis (collectively, “Medical Criteria”).

Expressly excluded from Eligible Participants are any currently admitted patients and any current emergency room patients of Recipient.

Unless otherwise approved in writing by the Parties (with the County acting through its Contract Administrator), the applicable Medical Criteria shall be the qualifying criteria and disqualifying criteria as set forth in **Exhibit D**. At all times, Recipient shall ensure that the applicable Medical Criteria have been approved by appropriately qualified medical personnel and are based on and consistent with established standards of care. Recipient shall ensure that the Medical Criteria are periodically reviewed and updated based upon the most-current medical information.

In addition to the foregoing qualifications, Recipient may also require that all Eligible Participants have current insurance, including in the event the Heart Test indicates that immediate follow-up care is medically required. Regardless of whether or not insurance is included by Recipient as a requirement for eligibility, Recipient shall ensure that no participant or their insurance provider

(including without limitation medical insurers and any other type or form of health benefits program or arrangement, whether insured, self-funded, or administered through a pooled trust) is financially liable for any costs attributed to the Heart Test or any component thereof. Recipient shall assist all persons who erroneously receive bills (or whose insurance providers erroneously receive bills) relating to a Heart Test administered under this Agreement to resolve any such misbilling.

### **3. Application Process**

Within sixty (60) days after the Effective Date, Recipient shall establish an application process for interested applicants to determine if the person qualifies as an Eligible Participant. The application process must be free and available to all interested persons online and must collect sufficient information from each applicant to determine if the person is an Eligible Participant. Recipient shall establish a dedicated email address for inquiries by potential applicants and Eligible Participants.

Recipient shall ensure that applications are processed expeditiously and that a prompt determination is made as to whether the person qualifies as an Eligible Participant; such determination shall be communicated to the applicant within thirty (30) days after the date of application, unless Recipient documents in writing in the applicable instance why the determination cannot be made timely. Recipient's application and registration platform shall enable Eligible Participants to schedule a Heart Test for a date within thirty (30) days after a determination that they qualify as an Eligible Participant.

Recipient shall ensure that the application or scheduling process includes obtaining all appropriate waivers and consents to permit the Heart Test and to allow utilization of the Test Data for all Permitted Uses. The waivers and consents must be approved in advance by the County, and must include appropriate legal protections for the County (as determined in the sole judgment of County). Recipient shall ensure that no Heart Test is administered without obtaining full and complete waivers and consents in the form approved by the County.

### **4. Community Outreach**

On a periodic basis, Recipient shall conduct community outreach to ensure the community at large is aware of the opportunity to participate in the Cardiac Health Services Program. Recipient shall make available and distribute electronic and/or printed materials at the Facilities and use other reasonable methods to inform the community of the opportunity. In all outreach and advertising materials for the Cardiac Health Services Program, Recipient shall prominently recognize the financial support of Broward County made possible through its Broward County Board of County Commissioners and shall include the official Broward County logo.

Limited solely to outreach and marketing costs for the Cardiac Health Services Program that constitute out-of-pocket expenses actually incurred by Recipient ("Marketing Expenses"), Recipient may annually utilize up to seven percent (7%) of the total of any remaining Grant

Amount for Marketing Expenses, calculated as stated in Exhibit B. All such Marketing Expenses must be incurred for outreach and/or marketing only for the Cardiac Health Services Program and shall not reference or include any other program or service offered by Recipient without prior written approval by County.

## **5. Naming Rights**

County reserves the right to designate a specific name for the Cardiac Health Services Program funded under this Agreement. If County elects to designate a specific name, County shall provide written notice to Recipient, and Recipient shall utilize the designated name in all public references to its Cardiac Health Services Program, including commercially reasonable efforts to rebrand the program accordingly.

## **6. Test Data**

Recipient shall ensure that the data regarding the Heart Tests, including the collected information regarding the Eligible Participants, the details regarding the Heart Tests administered, and all results of the Heart Tests (collectively, "Test Data"), is maintained in a central repository ("Repository"), which can be used for deidentified, aggregate reporting, among other purposes. In addition, Recipient shall collect and maintain data in the Repository regarding any follow-up recommendations, care and treatment, and patient tracking ("Post-Test Data") for all Eligible Participants who do not expressly opt out of such data collection. The Repository, and all use, storage, disclosure, and transmission of Test Data and Post-Test Data, must comply with all applicable state and federal legal and privacy requirements.

Subject to any applicable legal or privacy limitations and requirements, including but not limited to patient consents and 45 C.F.R. Part 46 and all other regulations pertaining to research, data protection, and any other relevant federal where applicable, and subject in each instance to prior written consent by the County Administrator, Recipient shall make de-identified Test Data and de-identified Post-Test Data available at no cost (i.e., no monetary charges are permissible for utilization of same) to educational, academic, medical research, and public health organizations and institutions, including for publication purposes (collectively, "Permitted Uses"). Recipient shall ensure that any entity that receives the de-identified Test Data or de-identified Post-Test Data has agreed in advance in writing to comply with any and all legal and privacy requirements applicable under state or federal law.

## **7. Reporting**

Recipient shall submit quarterly reports to County on the Cardiac Health Services Program ("Quarterly Reports"), which reports shall include at least the following de-identified information for the applicable month and since inception of the Cardiac Health Services Program for Recipient:

1. The number of:
  - (a) applications received;
  - (b) applications processed;
  - (c) applicants determined to be an Eligible Participant; and
  - (d) Heart Tests scheduled to occur in the upcoming months.
2. The number of Heart Tests administered, including anonymized and de-identified demographic information of Eligible Participants and basic Heart Test results (e.g., normal, low, medium, high risk)
3. All Qualifying Expenses (as defined in Exhibit B)
4. All costs incurred and all funding received by Recipient for the Cardiac Health Services Program
5. Any other data as County may reasonable request be included in the reports.

The Quarterly Reports shall be submitted no later than fifteen (15) days after the end of the quarter being reported, except for the final report at the conclusion of this Agreement which shall be due sixty (60) days after the expiration or earlier termination of this Agreement.

## **8. Other Facilities/Locations**

Subject to County's prior written approval, Recipient may utilize other imaging or medical facilities or locations in Broward County, including facilities owned or managed by entities other than Recipient, to provide some or all of the Grant Services under this Agreement ("Additional Facilities"). Recipient shall ensure that any Grant Services performed by or at such Additional Facilities are subject to the applicable requirements of this Agreement to the same extent Recipient would be obligated if performing the same services, including without limitation Article 6 (Representations and Warranties), Article 7 (Indemnification), Article 8 (Insurance), and Sections 11.2 (Rights in Documents and Work), 11.3 (Public Records), 11.4 (Audit Rights and Retention of Records), 11.13 (Compliance with Laws), 11.18 (Law, Jurisdiction, Venue, Waiver of Jury Trial), and 11.21 (HIPAA Compliance). Recipient shall be solely responsible for any financial or other obligations owed to such Additional Facilities, and such Additional Facilities shall have no right or claim against County under this Agreement.

## **9. Institutional Review Board**

Parties shall cooperate in identifying any applicable research project. Recipient shall comply with all applicable federal regulations, including but not limited to 45 C.F.R. Part 46 and all other regulations pertaining to research, data protection, and any other relevant federal guidelines. Recipient shall obtain Institutional Review Board ("IRB") clearance and approval prior to commencing any research and prior to utilizing, or making available to any other person or entity, any Test Data or Post-Test Data, and shall promptly complete any and all necessary steps following the identification of any research project and obtain such IRB approval no later than ninety (90) days after project identification, unless extended by the Parties. Recipient shall ensure that all research conducted related to Grant Services is conducted in accordance with the standards and requirements set forth by the IRB, if applicable.

Recipient must also ensure compliance with all applicable federal regulations and complete any necessary IRB review including any and all such obligations arising in connection with any use or disclosure of Test Data collected or acquired by Recipient for Heart Tests conducted prior to the Effective Date of this Agreement.

Recipient is solely responsible for completing and obtaining all necessary IRB clearance and approval. County shall have no responsibility or liability for Recipient's actions, inactions, or omissions with respect to such IRB clearance and approval. County shall not be considered an engaged party in any such determination, review, or research activity, and shall bear no responsibility or liability for Recipient's failure to obtain any necessary IRB approval or to comply with applicable legal or regulatory requirements. Recipient acknowledges that County does not participate in, sponsor, or oversee any research activity, and nothing in this Agreement shall be construed to make County an engaged party in research under 45 C.F.R. Part 46 or any related federal law or regulations.

#### **10. County Data from Broward Heart Project**

Recipient shall obtain any and all necessary IRB clearance, and any additional permissions required from the Heart Project participants, for receipt and use of the County's Heart Project data including, without limitation, for the Permitted Uses, and shall obtain all such clearance and permissions prior to requesting, receiving, or disclosing the Heart Project data (other than the limited contact information referenced below). If Recipient is unable to obtain any necessary additional permissions from a Heart Project participant, Recipient shall ensure no use or disclosure is made of that person's personal information or test data beyond that expressly authorized by that person in connection with their participation in the Heart Project. Recipient must obtain and complete all required IRB review and approval and obtain all additional participant permissions as expeditiously as practicable, completing all necessary steps no later than January 31, 2026. County shall direct its contractor, South Florida Community Care Network, LLC ("SydCura"), to provide to Recipient such limited contact information for Heart Project participants as is minimally necessary for Recipient to obtain any necessary additional permissions pursuant to this section, subject to any restrictions under applicable law. Upon completion of IRB review and approval and receipt of all necessary additional permission from the Heart Project participants, Recipient shall provide written notice to County, and County shall make available to Recipient the data from the County's Heart Project, to the full extent permissible under applicable law.

County shall have no responsibility or liability for Recipient's determination regarding the necessity of IRB clearance or the need for additional permissions from the Heart Project participants. County shall not be considered an engaged party in any such determination, review, or research activity, and shall bear no responsibility or liability for Recipient's failure to obtain any necessary IRB approval, participant permission(s), or to comply with applicable legal or regulatory requirements. Recipient acknowledges that County does not participate in, sponsor, or oversee any research activity, and nothing in this Agreement shall be construed to make County an engaged party in research under 45 C.F.R. Part 46 or related federal regulations.

With regard to the Heart Project data, if applicable, Recipient shall comply with all applicable federal regulations, including but not limited to 45 C.F.R. Part 46 and all other regulations pertaining to research, data protection, and any other relevant federal guidelines.

The obligations of this Agreement, including privacy and security requirements, indemnification obligations, and public records laws, shall be deemed to apply to the Heart Project data, and Recipient shall strictly comply with same.

## **Exhibit B Payment Schedule**

1. **Grant Funding.** For Grant Services performed by Recipient under this Agreement, County shall provide funding to Recipient, for use solely for Qualifying Expenses as set forth herein, in the Grant Amount of \$3,150,000, pursuant to Section 5.1 of this Agreement.

2. **Grant Account.** County shall provide the Grant Amount to Recipient within thirty (30) days after the Effective Date. Recipient shall deposit and continuously maintain all Grant Amount funds in a separate bank account (“Grant Account”) and shall not commingle those funds with any other funds of Recipient. Any interest earned on the funds in the Grant Account must be deposited into the Grant Account and be utilized only for Grant Services. Recipient may withdraw and expend funds from the Grant Account only for Qualifying Expenses as authorized by this Agreement; provided, however, that any portion of the Grant Amount that remains unexpended shall at all times be kept on deposit in the Grant Account until withdrawn in accordance with this Agreement or returned to County. Recipient will draw from the Grant Account no more frequently than once a month; each monthly draw from the Grant Account shall be in the amount of the Qualifying Expenses incurred for the prior month, as documented in the applicable Quarterly Report provided to County pursuant to this Agreement. The Quarterly Reports shall include or attach substantiating data for all Qualifying Expenses incurred during the applicable quarter sufficient to enable County to verify the proper draw amounts for that quarter. In no event shall Recipient withdraw any funds from the Grant Account other than or in excess of the documented Qualifying Expenses for the applicable month. Recipient shall not utilize the Grant Account or the funds in the Grant Account for any other purpose except as expressly permitted by this Agreement.

3. **Qualifying Expenses.** Only the following expenses are “Qualifying Expenses” under this Agreement and such expenses shall be subject to the following limitations:

- a. CCTA tests: \$500 per CCTA Heart Test
- b. CAC tests: \$50 per CAC Heart Test
- c. Marketing Expenses (as defined in Section 4 of Exhibit A): Annually up to 7% of the total remaining balance of the Grant Amount in the Grant Account. The annual period shall be calculated based upon consecutive twelve-month periods commencing on the Effective Date. The applicable total balance for the 7% calculation for each twelve-month period shall be the total balance of the Grant Account at the end of the first day of that twelve-month period.

The foregoing maximum reimbursement amounts include all reimbursable administrative and overhead costs for the Heart Tests and for all Grant Services. In no event shall Recipient draw from the Grant Account or otherwise be entitled to any amounts other than the Qualifying Expenses.

4. **Prohibited Funding Sources.** Recipient must ensure that all persons and entities involved in performing Grant Services under this Agreement submit payment requests for such services only to Recipient and do not seek or receive any form of payment for such services from the participant(s), their medical insurers, or any other type or form of health benefits program or arrangement, whether insured, self-funded, or administered through a pooled trust. No insurance claim shall be made against any public or private insurer by Recipient or by any other medical provider for any Heart Test administered under this Agreement. Recipient will ensure that any costs or expenses or other amounts incurred or chargeable in connection with a Heart Test shall be invoiced only to Recipient. For clarity, the foregoing prohibitions apply only to the Heart Tests as described in Exhibit A, and do not apply to any follow-up healthcare, including medication or additional procedures, that may be recommended for or undertaken by the participant as a result of the Heart Test.

**Exhibit C**  
**Future Material Terms**

1. Eligible Participants and Medical Criteria shall be as set forth in the Agreement.
2. Qualifying Expenses shall be as set forth in the Agreement.
3. Marketing Expenses shall be as set forth in the Agreement.
4. Naming rights as set forth in the Agreement.
5. Third-Party funding may be used for Capital Costs (as defined below), but limited to ten percent (10%) of Third-Party Funding actually received, which must be deposited into a separate account that is not commingled with any other funds or accounts of Recipient.

“Capital Costs” are the actual costs to Recipient for the acquisition of one or more CT scanners to be utilized primarily for administering CCTA Heart Tests in accordance with the Cardiac Health Services Program. Only equipment ordered after Recipient’s receipt and deposit of the applicable Third-Party Funding in designated account shall be eligible for Capital Costs treatment.

6. **Prohibited Funding Sources.** Recipient must ensure that all persons and entities involved in performing Grant Services under this Agreement submit payment requests for such services only to Recipient and do not seek or receive any form of payment for such services from the participant(s), their medical insurers, or any other type or form of health benefits program or arrangement, whether insured, self-funded, or administered through a pooled trust. No insurance claim shall be made against any public or private insurer by Recipient or by any other medical provider for any Heart Test administered under this Agreement. Recipient will ensure that any costs or expenses or other amounts incurred or chargeable in connection with a Heart Test shall be invoiced only to Recipient. For clarity, the foregoing prohibitions apply only to the Heart Tests as described in Exhibit A, and do not apply to any follow-up healthcare, including medication or additional procedures, that may be recommended for or undertaken by the participant as a result of the Heart Test.

**Exhibit D**  
**Qualifying Criteria and Disqualifying Criteria**

**Qualifying Criteria (Must answer “yes” to at least one of these questions):**

1. Have you been diagnosed with Diabetes?
2. Have you been diagnosed with Hypertension?
3. Have you been diagnosed with High Cholesterol?
4. Are you a smoker?
5. Do you have family history of coronary disease? (Mother, Father, Sister, Brother)
6. Are you 30 years of age or older?

**Disqualifying Criteria (Must NOT answer “yes” to any of these questions):**

1. Are you currently an admitted patient or a current emergency room patient of Cleveland Clinic?
2. Are you allergic to IV iodine contrast? (If **YES**, offer CAC test)
3. Have you had a heart stent implanted within the past twelve months?
4. Do you currently have chest pains or shortness of breath?
5. Have you ever had open-heart surgery (e.g., median sternotomy or cardiopulmonary bypass)?
6. Are you receiving chemo or immunotherapy for cancer?
7. Are you currently using an inhaler?
8. Have you received a solid organ transplant (heart, liver, kidney)?