



## CONTINUATION OF SERVICE'S AGREEMENT

This service agreement is between Client: **Mountain View Whisman School District** and Contractor: **onebytwo Global** for a term of (3) year (s), plus the option of a 2-year extension. This agreement will begin July 1st, 2023 and end on June 30th, 2026.

**SERVICES/SCOPE OF WORK:** Contractor shall provide the following professional services:

### **Annual Site Inspection**

- Yearly verification of AEDs' readiness for deployment
- Replacement of pads and batteries prior to expiration
- Service of AED cabinets and batteries
- Signage, stickers
  - Client responsible for mounting signage

\*Inspections will be completed during 1 selected month per fiscal year between the hours of 9am-3pm.

### **Online Program Management**

- Manage and train elected AED inspectors/administrators on AED Management System
- Track AEDs and accessories including supplies, expiration dates, site inspectors.
- Email notifications and follow-up reminders for inspections
- QR codes for Quick inspections

## Post-AED Usage Support

- Supply loaner and AED replacement parts and accessories
- Medical over-site and ECG report provided to patients physician per request
- Submit required usage reports to Santa Clara County EMS Agency
- Debriefing session with school responders per request
- Provide 1 set of replacement pads
- Yearly Program includes '1' Post-Use support per AED/year
  - Cost is \$350.00 for >1 usage.

**LOCATION:** Work shall be performed as required at each specific site/location of AEDs/facilities designated by client

**COMPENSATION:** Client agrees to pay Contractor for Product and Services at the beginning of each fiscal year (See attached estimates).

The purchase of additional AEDs or optional training is not included in this agreement..Payment shall be made within 30 days after submission of a detailed invoice indicating agreed upon services and required supplies or a 5% late fee will be applied to every month delinquent.

**TERMINATION:** The terms of this agreement shall commence on July 1, 2023. The parties may terminate this Agreement with 30 days written notice for any reason at any time. In the event of notification of termination, the Contractor shall invoice the client for any unpaid work performed and expenses incurred prior and up to the date of termination.

Upon termination of this agreement, the Contractor will promptly return to client or delete all items/info containing confidential information.

**INSURANCE:** Contractor carries both Professional Liability and Commercial Liability Insurance in the amount of \$2M each per occurrence. All onebytwo Global AED Inspectors have clean driving records and personal vehicles are covered with Automobile Liability Insurance.

**COMPLIANCE:** Both parties agree to comply with any and all applicable Federal, State and local laws pertaining to services under this Agreement, such as inspection, training and maintenance of Automated External Defibrillators. The Contractor will notify Client of any changes in law affecting their possession of AEDs.

**CONFIDENTIALITY:** The Contractor agrees to hold in confidence and not disclose any confidential information related to its work for Client except within the scope of this engagement; provided, however that the foregoing restriction shall not apply to information that is or becomes readily publicly available without restriction through no fault of the Contractor.

**ARBITRATION:** Any disputes arising from or relating to the enforcement or interpretation of this Agreement (including disputes relating to performance or alleged breach) will be resolved in confidential binding arbitration held in San Jose, CA before and in accordance with JAMS Mediation, Arbitration and ADR Services using JAMS rules for commercial arbitrations.

**Signature Page**

**Client Name**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address:

Phone:

**onebytwo Global LLC**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Managing Member onebytwo Global LLC

Phone: 833-851-5141

Tax ID# 84-2084979