



## Heart Screening Agreement

This agreement ("Agreement") is entered by and between The Hernando County School Board (also known as "HCSB" or "School District") a political subdivision of the State of Florida, located at 919 North Broad Street, Brooksville, FL 34601, and Who We Play For, Inc., ("WWPF") a Florida not-for-profit corporation, to engage as set forth herein. School District and WWPF may individually be referred to herein as "Party" and may collectively be referred to herein as "Parties".

**WHEREAS**, WWPF's mission is to eliminate preventable sudden cardiac death in youth through affordable heart screenings. WWPF has been operating for over a decade and is one of the largest nonprofits in the country dedicated to protecting the young from sudden cardiac arrest through heart screenings and advocacy. Over the past decade, WWPF has provided heart screenings for over 350,000 students; and

**WHEREAS**, School District desires to engage with WWPF in order to provide heart screenings for School District students.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Term.** The effective date of this Agreement ("Effective Date") is the latest date of signature by either Party. The relationship under this Agreement shall commence on the Effective Date and shall continue in effect for three (3) years, unless otherwise terminated in accordance with this Agreement. This Agreement may be renewed for successive terms upon the express written consent of the Parties.
2. **Termination.** This Agreement may be terminated by either Party upon at least thirty (30) days' written notice to the other Party. Either Party may terminate this Agreement with or without cause at any point during the Term.
3. **Electrocardiogram Heart Screenings Services and Outreach.**
  - a. WWPF shall offer full service electrocardiogram heart screenings ("Heart Screenings") for students that attend school in the School District system. WWPF shall provide Heart Screenings during ECG heart screening events at School District locations or other locations ("Heart Screening Events") to any School District student that agrees to receive a Heart Screening. Heart Screening Events shall be planned at dates, times, and locations as mutually agreed upon by the Parties to the extent necessary. The electrocardiogram required under s. 1006.20(2)(c)(4), F.S., shall be administered in accordance with standards established by the FHSAA's Sports Medicine Advisory Committee. An electrocardiogram completed up to 2 years prior to the 2026-2027 school year satisfies this requirement, and participants will be so advised by the School District.



- b. WWPF is responsible for the administration and recording of the Heart Screenings, obtaining an interpretation of the Heart Screenings, and communicating the Heart Screening results to the participant. WWPF personnel shall administer the Heart Screenings using appropriate equipment and consistent with protocols established by WWPF. Each School District student must sign the consent form provided by WWPF prior to receiving a Heart Screening ("WWPF Consent"). The school district is not responsible for obtaining or required to maintain the WWPF Consent from parents.
- c. WWPF will ensure that the appropriate School District contact at the school is sent the appropriate document outlining if the student can participate using the following categories: low risk follow up, or high risk. Said results shall be provided to the appropriate School District employee via email as mutually agreed upon.
- d. School District and WWPF will work together to announce Heart Screening Events to students in the district and recruit volunteers for the Heart Screening Events. WWPF may provide an online sign-up platform for School District students to register for the Heart Screening Events.

#### **4. Interpreting Physicians and Independent Medical Judgment.**

- a. WWPF obtains interpretations for the Heart Screenings from authorized and appropriate health care practitioners in compliance with s. 1006.20(20)(c)(I), F.S., who are trained in the diagnosis, evaluation, and management of electrocardiograms ("Interpreting Physicians"). Interpreting Physicians shall retain full and free discretion to exercise Interpreting Physician's independent, professional medical judgment with respect to any medical judgement. WWPF and the School District shall have no right to direct, control, or interfere with Interpreting Physician's clinical judgment. All decisions involving return to play will be made by the Interpreting Physician and provided to the participant and the School District.
- b. Interpreting Physicians shall perform all medical services in accordance with currently approved methods and standards of practice in the medical community. The Parties fully understand that results of a Heart Screening are not 100% accurate and are subject to medical interpretation.
- c. WWPF will ensure that all interpretations are sent to the parent(s)/legal guardian(s) of the HCSB student within three to seven (3-7) business days of the initial test, along with copies of all ECGs, information on various interpretations, and recommendations regarding further testing as applicable. In the event of students identified as needing "follow up" or with a "high risk" designation, qualified WWPF staff will call the parent(s)/legal guardian(s) to inform them of the interpretation and recommended course of action. This, in turn, will be followed by an email from WWPF to the parent(s)/legal guardian(s) providing relevant information. Said results shall be provided via email to the parent(s)/legal guardian(s) at the contact information noted



In the Consent Form. WWPF staff will then inform the appropriate HCSB staff at the school via email with the same information as appropriate.

#### **5. Cost of ECG Screening and Resource Planning.**

- a. WWPF will list the value of the Heart Screening on its registration page for every event and shall charge twenty (\$20.00 USD) for a Heart Screening to those that are able to pay, and the Heart Screening shall be free for any participant that cannot pay the fee. WWPF does not turn away any participant that is unable to pay or donate and provides free Heart Screenings for anyone in need. WWPF's mission is to screen all kids regardless of their financial situation and WWPF shall not turn away a single participant due to lack of payment.
- b. WWPF shall also be responsible for determining which students cannot afford the screening and arranging for coverage of those costs associated in its sole discretion.
- c. School District agrees to help WWPF seek funding to cover any financial shortfall that occurs due to WWPF's provision of free heart screenings to HCSB students.

#### **6. Miscellaneous.**

- a. **Insurance.** During the Term of this Agreement, each Party will have and maintain in full force and effect, at its own expense, insurance coverage (with a Third Party or solely through a program of self-insurance) to include commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. General liability limit requirements may be satisfied by a combination of primary and umbrella or excess liability insurance coverage. Professional liability/Medical Malpractice liability - \$1,000,000 with an aggregate of \$2,000,000.
- b. **Indemnification.** WWPF shall indemnify, defend, and hold harmless HCSB, its board members, employees, agents, and representatives from and against any and all third-party claims, suits, actions, damages, losses, expenses, and/or causes of action, including, but not limited to, economic loss, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, expenses, and all other sums which HCSB, its board members, employees, agents, and representatives may pay or become obligated to pay arising out of or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or causes of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, financial loss, intention acts, medical malpractice, or death or damage to tangible property of a third party including the loss of use, (ii) loss of WWPF's tools and equipment used in connection with this Agreement, and (iii) is caused in whole or in part by the negligence of WWPF or the negligence of WWPF's employees, subcontractors, or agents when acting within the scope of their



employment. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from HCSB's sole gross negligence or intentional misconduct. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, HCSB's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by HCSB hereunder shall be subject to HCSB's rights to sovereign immunity and any other limitations of liability provided HCSB pursuant to Florida law.

- c. **Liability.** Pursuant to s. 1006.20 (2)(n), F.S., there shall be no liability on the part of a School District in a position to otherwise rely on the results of the electrocardiogram and medical clearance for any damages resulting from the student's injury or death arising from a cardiac event due to the student's participation interscholastic athletics.
- d. **Jessica Lunsford Act (Background Check).**
  - i. WWPF shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
  - ii. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with HCSB policy, all of WWPF's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and HCSB. This background screening will be conducted by HCSB in advance of WWPF or its personnel providing any Services under the conditions described in the previous sentence.
  - iii. WWPF shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to WWPF and its personnel.
  - iv. The Parties agree that the failure of WWPF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling HCSB to terminate immediately with no further responsibilities or duties to perform under this Agreement. WWPF agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from WWPF's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.



- e. **FERPA.** To the extent Services provided hereunder pertain to the access to student information, WWPF shall adhere to all applicable standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, WWPF, and its officers, employees, agents, and representatives, shall fully indemnify and hold HCSB harmless for any violation of this provision including, but not limited to, defending HCSB and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon HCSB, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon HCSB arising out of the breach of this provision by WWPF, its officers, employees, agents, or representatives, to the extent that the WWPF, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon WWPF. A separate Non-Disclosure Agreement may be required.
- f. **HIPAA, CIPA, and GLBA.** WWPF also agrees to comply with all applicable state and federal laws, regulations, and HCSB policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- g. **Data Security.** WWPF agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.).
- h. **E-VERIFY.** Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, WWPF shall use the U.S. Agency of Homeland Security's E-Verify system, <https://everify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. WWPF 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. WWPF must provide evidence of compliance with 448.095, Fla. Stat. Evidence may consist of, but is not limited to, providing notice of WWPF's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and HCSB may choose to terminate the Agreement at its sole discretion. WWPF may be liable for all costs associated with



HCSB securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

i. **Public Records.**

- i. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that Contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.
- ii. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
  1. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
  2. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and



following completion of the contract if the contractor does not transfer the records to the School Board; and

4. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Ellerman\\_a@hcsb.k12.fl.us](mailto:Ellerman_a@hcsb.k12.fl.us) or (352) 797-7009.**

- iii. Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

**j. Confidentiality.** School District and WWPF acknowledge that their employees, agents, or representatives, may during the term of this Agreement, be exposed to or acquire information that is proprietary to or confidential to the Parties or its affiliated companies or its clients or students. The Parties will hold such information in strict confidence and represent and warrant that its employees, agents, or representatives will hold such information in strict confidence and not disclose such information to third parties, except to the extent required by law. To this end, the Parties will advise each of its employees, agents, and representatives to keep such information confidential. The Parties agree to comply with all applicable privacy laws and regulations.



- k. **Record Keeping.** Except where a longer period may be required by law, WWPF shall retain copies in its files of all records related to this Agreement, including, without limitation reports, invoices, student records, and confidential information, for a period of seven (7) years.
- l. **Modification of Agreement.** This Agreement may only be modified or amended by a written agreement signed by both Parties.
- m. **Severability.** If any portion of this Agreement is found to be unenforceable, the validity of the remaining provisions shall not be affected.
- n. **Execution of Agreement.** This Agreement may be signed in counterparts and all such counterparts together shall be deemed as originals that are binding upon each Party, their successors, and assignees. Facsimile or scanned signatures shall be deemed as originals.
- o. **Entire Agreement.** There are no other agreements other than those contained herein. This Agreement shall supersede all previous communications, representations, and agreements, whether verbal or written between the Parties.
- p. **Section Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- q. **Relationship of the Parties.** Nothing contained herein shall be deemed to create an association, partnership, joint venture, employment, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party. The relationship of the Parties hereunder shall be as an independent contractor only. Neither Party shall have the power to bind the other party or contract in the name of the other party. WWPF retains the right to perform similar services for other clients.
- r. **Governing Law and Venue.** This Agreement, and any extensions, renewals, amendments, supplements, and modifications, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. All litigation arising under this Agreement shall be brought in the County in which the School District is located, and the parties submit to the exclusive jurisdiction of such courts.
- s. **Conduct While on School Property.** WWPF acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any facility. WWPF agrees to immediately remove any agent or employee if directed to do so by the premise's administrator or official.



- t. **No Establishment of Third-Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than to School District and to WWPF.
- u. **Notice.** Notice may only be provided to the Parties in one of the following forms:
  - i. Email and mailing address for WWPF:
    - 1. Email Address: [info@whoweplayfor.org](mailto:info@whoweplayfor.org)
    - 2. Mailing Address: 106 Deleon Road, Cocoa Beach, Florida 32931
  - ii. Email and mailing address for School District:
    - 1. Email Address: [kupcik\\_d@hcsb.k12.fl.us](mailto:kupcik_d@hcsb.k12.fl.us); [pinder\\_r@hcsb.k12.fl.us](mailto:pinder_r@hcsb.k12.fl.us)
    - 2. Mailing Address:

Dustin Kupcik  
Athletic Director  
919 N. Broad Street  
Brooksville, FL 34601

With copies to:  
Ray Pinder  
Superintendent  
919 N. Broad Street  
Brooksville, FL 34601

*[Remainder of page left blank intentionally; signature page follows]*



The Parties hereto have executed this Agreement as of the latest date of signature below.

Who We Play For, Inc.

Name: *Evan Ernst*

Title: *Executive Director*

Signature: *EE*

Date: *12/11/2025*

Hernando County School Board

Name: Ray Pinder

Title: Superintendent

Signature: *RP*

Date: *1/22/26*

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCS  
11:10 am, 10/30/2025

## **FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

**Who We Play For**

Name of entity 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 the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Zachary Ernst**

Title: **In House Counsel**

Signature: 

Date: **November 21, 2025**

Approved as to Content & Form

**Caroline Mockler, Esq.  
Staff Counsel, HCSD**

**8:49 am, 04/25/2025**

State of Florida

**Affidavit Regarding the Use of Coercion for Labor and Services**

Respondent Vendor Name: Who We Play For, Inc.

Vendor FEIN: 46-2485938

Vendor's Authorized Representative Name and Title: Zachary Ernst, In House Counsel

Address: 106 Deleon Road

City: Cocoa Beach State: Florida ZIP: 32931

Phone Number: 3212130866

Email Address: zack.ernst@whoweplayfor.org

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restraine, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 

AUTHORIZED SIGNATURE

Print Name and Title: Zachary Ernst, In House Counsel

Date: December 4 2025

Approved as to Content & Form

CarolineMockler, Esq.

Staff Counsel, HCSD

8:46 am, 04/25/2025