

SafeLinQ Pilot Participation Agreement

SafeLinQ by CareTech | Resident Observation and Documentation Platform

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Status	DRAFT, internal review, not for release to a facility until reviewed by counsel
Prepared by	Paul Hellman, LNHA, CEO, CareTech Group, LLC
Intended facilities	Rebekah Rehabilitation and Extended Care Center (CCN 335557); Highland Care Center (CCN 335505)
Companion documents	HIPAA Business Associate Agreement; Data Transfer Authorization; Resident and Responsible Party Consent

How to read this document

This Agreement governs participation in the pilot only. It creates no purchase obligation, no automatic renewal, and no fee to the facility. Facility specific details, meaning the unit, the scope, the named contacts, and the indicative subscription rate, are set out in Schedule A and are completed separately for each facility.

Article 1. Parties and Effective Date

This SafeLinQ Pilot Participation Agreement, the Agreement, is entered into by and between CareTech Group, LLC, a New York limited liability company, CareTech, and the facility identified below, the Facility. Each is a Party and together they are the Parties.

Facility legal name	
CMS Certification Number (CCN)	
Facility address	
Authorized representative	
Title	
Email and telephone	
Effective Date	

Article 2. Purpose

- 2.1 Purpose.** This Agreement governs the Facility's participation in a phased pilot program for SafeLinQ, a resident observation and documentation platform provided by CareTech.
- 2.2 Intent.** The pilot exists so that the Facility can evaluate SafeLinQ under live operating conditions, on its own unit, with its own residents and its own staff, and so that CareTech can observe how the platform performs in that setting and improve it.
- 2.3 Evaluation, not a purchase.** The pilot is an evaluation. Nothing in this Agreement obligates the Facility to purchase, subscribe to, or continue using SafeLinQ, and no purchase obligation arises from participation, from the passage of time, or from silence.

Article 3. Structure of the Pilot Program

3.1 Phased structure. The pilot advances through the phases below. A phase begins only when the Parties jointly confirm that the prior phase is complete. No phase begins automatically.

Phase	Stage	What happens	Complete when
1	Execution	Agreements executed. Pilot unit selected. Clinical point person and technical contact named. Kickoff scheduled.	Both Parties confirm scope in Schedule A.
2	Connection	Connection established to the Facility's existing clinical documentation systems. Data validated for completeness.	CareTech confirms a validated data feed.
3	Installation	SafeLinQ sensing engine installed and calibrated in the rooms within pilot scope.	All installed equipment is transmitting.
4	Orientation	Staff orientation delivered on the Facility's own shift schedule, days, evenings, and nights as applicable.	Oriented staff are named on the pilot unit.
5	Observation	Platform live on the pilot unit. Review sessions at the cadence the Facility sets.	Continuing, until Phase 6 is called.
6	Joint review	Joint review of what the platform observed, what it missed, and how it fit the floor workflow.	Either Party calls it, at any time.

3.2 No fixed duration. The pilot has no fixed end date, no fixed number of days, and no automatic expiry. It continues until concluded under Article 10 or until the Parties execute a separate subscription agreement under Article 9.

3.3 Scope may be narrowed. The Facility may reduce the scope of the pilot at any time, for example to fewer residents, a single unit, or a single shift. Narrowing the scope is a normal outcome of an evaluation. It is not a default, not a breach, and carries no penalty.

3.4 Facility specific scope. The pilot unit, the number of rooms and residents in scope, the named contacts, and the review cadence are set out in Schedule A, which forms part of this Agreement.

Article 4. Fees, Equipment, and Costs

4.1 No fees. No platform fee, subscription fee, installation fee, orientation fee, support fee, or fee of any other description is charged to the Facility during the pilot. CareTech bears its own cost of delivering the pilot.

4.2 Equipment at no charge. CareTech provides all SafeLinQ sensing equipment used in the pilot at no charge to the Facility. Title to the equipment remains with CareTech at all times. No purchase price, lease payment, rental charge, or hardware line item is payable by the Facility.

4.3 Care, custody, and control. From the time equipment is delivered to the Facility until it is removed, the Facility has care, custody, and control of that equipment and is responsible for the following:

- Loss, theft, or damage to the equipment, other than ordinary wear and damage arising from normal operation or from a defect in the equipment itself.
- Electrical power at each installed location, at the Facility's cost.
- Network connectivity sufficient for the equipment to transmit, at the Facility's cost.
- Safe and reasonable physical access for installation, mounting, calibration, service, and removal.

- Not relocating, modifying, opening, disabling, or removing equipment without CareTech's prior agreement, except where immediate removal is necessary for resident safety, in which case the Facility will notify CareTech promptly.

4.4 Return of equipment. On conclusion of the pilot, the Facility will give CareTech reasonable access, during normal business hours and coordinated with the Facility, to remove all equipment. Equipment that is lost, stolen, or damaged beyond ordinary wear is chargeable to the Facility at documented replacement cost. CareTech will provide an itemized statement, and the Parties will discuss any item in good faith before any amount becomes payable.

4.5 Each Party bears its own internal costs. Staff time, internal information technology effort, and administrative time are not reimbursed by either Party.

Plain reading of Article 4

The equipment is free. The responsibility for it while it sits in your building is yours. Nothing is billed to the facility during the pilot.

Article 5. What CareTech Provides

CareTech provides	Detail
Installation and configuration	Equipment installation, calibration, and configuration in the rooms within pilot scope.
System connection	Connection to the Facility's existing clinical documentation systems, and validation of the data feed.
Staff orientation	Orientation delivered on the Facility's shift schedule, at no cost, including repeat sessions for new or missed staff.
Platform access	Access to the SafeLinQ dashboard for named Facility users, at the views appropriate to their role.
Digital Forms Library	Access at the scope stated in Schedule A.
Technical support	A named CareTech contact and a defined escalation path for equipment and platform issues.
Review sessions	Sessions at the cadence the Facility sets, covering what the platform observed and how it fit the floor workflow.
Data handling	Handling of Protected Health Information under the Business Associate Agreement referenced in Article 7.

Article 6. What the Facility Provides

The Facility provides	Detail
A clinical point person	One named person on the pilot unit to whom the observation goes, plus a named alternate.
A technical contact	One named person to coordinate information technology access and connectivity.

The Facility provides	Detail
Consent	Resident and responsible party consent, obtained under Facility policy, using CareTech's forms and support.
Executed companion documents	Signature on the Business Associate Agreement and the Data Transfer Authorization.
Power, network, and access	The items listed in Article 4.3, at the Facility's cost.
Continuity of the data feed	Reasonable continuity of the connection, and advance notice of planned interruptions where practicable.
Feedback	Honest feedback on what worked, what did not, and what got in the way, including the unflattering kind.

Article 7. Data, Privacy, and Companion Agreements

- 7.1 Companion agreements.** This Agreement is executed alongside, and is subject to, a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement (BAA) and a Data Transfer Authorization. Where this Agreement and the BAA conflict on any matter concerning Protected Health Information (PHI), the BAA governs.
- 7.2 Facility data.** All Facility data, including all PHI and all clinical records, remains the property of the Facility. CareTech holds it as a business associate and for no other purpose.
- 7.3 De-identified data.** CareTech may create and use de-identified data, meaning data from which identifiers have been removed in accordance with 45 CFR 164.514, for platform improvement, calibration, and aggregate reporting. CareTech will not publish, present, or share any result that identifies the Facility without the Facility's prior written consent.
- 7.4 Consent.** No resident is included in the pilot without consent obtained in accordance with Facility policy. A resident or responsible party may withdraw consent at any time, and CareTech will remove that resident from the pilot promptly on notice.
- 7.5 On conclusion.** On conclusion of the pilot, PHI is returned or destroyed in accordance with the BAA.

Article 8. Nature of the Platform

Governing statement

SafeLinQ observes the resident. Clinicians interpret the observation.

- 8.1 What the platform produces.** SafeLinQ produces observational signals and documentation exposure indicators drawn from sensing technology and from the Facility's existing clinical documentation. Its output is informational.
- 8.2 What the platform does not do.** SafeLinQ does not diagnose, does not recommend treatment, does not direct clinical care, does not flag drug interactions, does not function as clinical decision support, and does not replace clinical judgment or the Facility's own assessment, care planning, and supervision.
- 8.3 Not a medical device.** SafeLinQ is not a medical device and is not offered, marketed, or supplied as one.
- 8.4 Facility responsibility is unchanged.** The Facility remains solely responsible for all clinical decisions, resident care, staffing, documentation, and regulatory compliance. Nothing in this Agreement, and nothing the platform produces, transfers any part of that responsibility to CareTech or reduces it.
- 8.5 Software status.** The Facility acknowledges that during the pilot SafeLinQ is software that has not yet reached general availability. It is provided on an as is basis, may be incomplete, may change during the pilot, and may experience interruption. CareTech makes no warranty of uninterrupted or error free operation during the pilot.

Article 9. Conversion to a Subscription

No automatic conversion

This Agreement does not convert into a paid subscription. There is no automatic renewal, no automatic billing, and no obligation created by silence or by the passage of time. A paid subscription begins only when a separate written subscription agreement is signed by both Parties.

- 9.1 Affirmative signature required.** A paid subscription arises only on execution of a separate written subscription agreement signed by an authorized representative of each Party. No conduct, continued use, or lapse of time creates a subscription.
- 9.2 Indicative pricing.** Any subscription rate stated in Schedule A is indicative only, is provided for planning, and is not binding on either Party. Final pricing is set in the subscription agreement.
- 9.3 Access after conclusion.** If the pilot concludes without a subscription agreement, CareTech may discontinue platform access on reasonable written notice, coordinated with the Facility so that no resident care workflow is interrupted without warning.

Article 10. Conclusion and Termination

- 10.1 Either Party, at any time.** Either Party may conclude the pilot at any time, for any reason or for no reason, on written notice to the other. No cause is required, no cure period applies, and no penalty, fee, or damages arise from concluding the pilot.
- 10.2 Effect of conclusion.** On conclusion: platform access is discontinued on a date the Parties agree; equipment is removed under Article 4.4; and PHI is handled under the BAA.
- 10.3 Survival.** Articles 4.4, 7, 8, 11, and 12 survive conclusion of the pilot, together with any provision that by its nature is intended to survive.

Article 11. Confidentiality and Publicity

- 11.1 Mutual confidentiality.** Each Party will keep confidential the non-public information of the other disclosed in connection with the pilot, and will use it only for the purpose of the pilot. This obligation does not apply to information that is public through no fault of the receiving Party, was already known to it, is independently developed, or is required to be disclosed by law or by a regulator.
- 11.2 No publicity without consent.** CareTech will not use the Facility's name, logo, likeness, photographs, or any pilot result in any marketing, sales, press, investor, or public material without the Facility's prior written consent, which the Facility may withhold for any reason or for no reason.
- 11.3 Regulatory disclosure is not restricted.** Nothing in this Article restricts the Facility from disclosing any information to a surveyor, a regulator, its counsel, its insurer, or a resident or responsible party, as the Facility judges appropriate.

Article 12. General Provisions

- 12.1 Independent parties.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.
- 12.2 Limitation of liability.** Neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages, or for lost profits, arising out of the pilot. CareTech's aggregate liability arising out of or relating to this Agreement is limited to [AMOUNT TO BE SET BY COUNSEL]. This Article does not limit either Party's liability for gross negligence, willful misconduct, or breach of its confidentiality or PHI obligations.

- 12.3 Insurance.** Each Party will maintain commercially reasonable insurance appropriate to its role during the pilot, and will provide a certificate on request.
- 12.4 Governing law.** This Agreement is governed by the laws of the State of New York, without regard to its conflict of laws provisions.
- 12.5 Notices.** Notices under this Agreement must be in writing and sent to the representatives and addresses stated in Article 1 and in Schedule A. Email is sufficient.
- 12.6 Assignment.** Neither Party may assign this Agreement without the prior written consent of the other, except to a successor in connection with a merger or a sale of substantially all assets.
- 12.7 Amendment.** This Agreement may be amended only in writing, signed by both Parties.
- 12.8 Electronic signature.** This Agreement may be executed electronically. Electronic signatures are valid and binding under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and the New York Electronic Signatures and Records Act (ESRA).
- 12.9 Entire agreement, severability, counterparts.** This Agreement, together with Schedule A and the companion documents named in Article 7.1, is the entire agreement of the Parties on its subject matter. If any provision is held unenforceable, the remainder continues in effect. This Agreement may be executed in counterparts, each of which is an original.

Signatures

Each person signing below represents that they are authorized to execute this Agreement on behalf of the Party for which they sign.

FACILITY

Signature
Name: _____
Title: _____
Date: _____

CARETECH GROUP, LLC

Signature
Name: Paul Hellman
Title: LNHA, CEO
Date: _____

Schedule A. Facility Specific Terms

Completed separately for each participating facility. This Schedule forms part of the Agreement.

Facility legal name	
CMS Certification Number (CCN)	
Pilot unit, wing, or floor	
Rooms within pilot scope	
Residents in scope at Phase 5 start	
Shift or shifts in scope	
Clinical point person	
Clinical alternate	
Technical contact	

Escalation path, nights and weekends	
Digital Forms Library scope	
Review session cadence	
Target Phase 1 completion date	
Indicative subscription rate, not binding	_____ beds at \$108 per bed per month

Open items for counsel review

Three items in this draft are placeholders and require attorney input before this document is released to any facility. First, the liability cap at Article 12.2 is unset. Second, confirm that the care, custody, and control language at Article 4.3 aligns with CareTech's property and general liability coverage, and with the facility's, since the equipment sits in the facility's building under CareTech's title. Third, confirm the de-identified data provision at Article 7.3 against the corresponding clauses in the executed vendor agreements, so that the rights granted here are rights CareTech actually holds.

Version Log

Version	Date	Changes
v1	July 27, 2026	Initial draft. Phased structure with no fixed end date. No fee to facility. Equipment at no charge on a care, custody, and control basis. Automatic conversion to subscription removed, affirmative signature required.