

Collier County

VACCINE ADMINISTRATION AGREEMENT

This Vaccine Administration Agreement ("Agreement") is entered into this _____ day of _____, 2021, by and between the _____ (hereafter referred to as "Partner") and Curative Medical Associates Inc. (hereafter referred to as "Curative"). Curative and Partner shall be referred to hereafter individually as a "Party", and collectively as the "Parties" to this Agreement.

I. PURPOSE

This AGREEMENT states the terms of the engagement between the Partner and Curative Inc. The purpose of this engagement is for Curative to leverage its logistical expertise, mobile vaccination infrastructure and large-scale vaccination site management capacity to assist with the Partner's vaccination efforts against Novel Coronavirus 2019 (COVID-19).

Implementing the policies, procedures, and infrastructure for COVID-19 vaccination is a substantial logistical challenge that can be effectively addressed through public-private partnerships. In regions across the United States, the existing public health infrastructure has variable capacity to implement measures needed to rapidly vaccinate the population. The Partner has an urgent need for public-private partners to provide assistance with the vaccination effort and to ensure ongoing capacity to respond to COVID-19 in the Partner's geography.

Curative is a company with logistics experience gained from coordinating COVID-19 testing with public and private entities across the United States. The company has also delivered influenza vaccination, in support of government agencies' public health goals. To achieve this, Curative has become a qualified provider in state and county-level systems, can securely report patient information directly into Immunization Registries in full compliance with HIPAA, and can receive and warehouse publicly allocated doses of vaccine according to the guidelines set forth by the United States Center for Disease Control (CDC) and vaccine manufacturers.

Under this agreement, Curative will proceed with hiring and operating vaccination teams, pursuing partnerships with academic institutions and community organizations, and acquiring all equipment necessary to deliver COVID-19 vaccination in the Partner's geography and in support of the Partner's plans for population-scale immunization against COVID-19.

II. TERM

The term of this AGREEMENT shall commence upon date of execution and terminate when all of the obligations under this AGREEMENT are fully satisfied, but in any event no later

When?
than _____, unless terminated or extended, in whole or in part, as provided herein.

III. PAYMENT

Curative shall be entitled to bill patient insurance for the cost of vaccine administration, according to rates and guidelines set forth by the CDC. Curative shall bear ^{all} the risks ~~incident to~~ performance hereunder and seek necessary insurance. The Partner agrees to assist coordination with organizations that manage vaccination sites to agree upon ~~in-kind support. Furthermore, the Partner agrees to reimburse Curative for some portion of operating costs as mutually agreed upon and documented in writing, after Curative's initial site assessment and prior to initiating vaccination.~~

IV. DESCRIPTION OF SERVICES

A. CURATIVE RESPONSIBILITIES

Curative agrees to the terms of this AGREEMENT and shall commit to and perform the following duties to fulfill its obligations under this AGREEMENT:

1. Administer vaccines to the applicable populations ^{identified by Partner.} ~~as mutually agreed with the Partner.~~
2. Recover costs by billing health insurance plans or Federal sources of funding for uninsured persons; neither the Partner nor vaccine recipients will receive a bill for the balance of any unreimbursed individuals.
3. Coordinate vaccination clinics.
4. Deploy Curative's own software platform for scheduling clinics and managing patient information.
5. Work with the Partner and the Partner's designees to develop a model for COVID-19 vaccination at fixed sites and at mobile clinics.
6. Curative's communication and outreach team will work with Partner to align messaging and communication efforts regarding this effort.

B. PARTNER RESPONSIBILITIES

The Partner agrees to the terms of this AGREEMENT and shall commit to and perform the following duties to fulfill its obligation under this AGREEMENT:

7. Keep Partner informed of all COVID-19 vaccination efforts and provide data regarding its performance hereunder on a daily basis,

OR such other timetable as agreed by Partner.

1. Provide direction relating to policy, information, and procedural requirements.
- ~~2. Coordinate with Curative to administer COVID-19 vaccines throughout the term of this AGREEMENT.~~
3. Maintain a clear channel of communication with Curative to address status or needs which arise with COVID-19 vaccine administration.
4. Determine and provide a prioritization hierarchy for the specific groups and settings that are to receive vaccine.
5. Establish or provide guidelines for vaccination.
6. Determine the allocation of doses for different groups/entities that will receive vaccination.
7. Provide support for Curative's application to or integration with public data platforms for partner qualification or information reporting.
8. Work with Curative to develop a model for COVID-19 vaccination at fixed sites and at mobile clinics.

V. DESIGNATION OF RESPONSIBLE PARTIES

All notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to the other party as follows: The following persons, identified by position and title, have been designated as the responsible parties for all communications, including required notices, related to the AGREEMENT:

1. Partner: *Bill Bilyew, Colton County Administration*
Address: *2300 Bloomdale Road, Suite 4192*
Email:
Phone:

2. Curative:

Noreen Farsai, Vaccine Program Lead
Curative Inc.
430 S. Cataract Avenue
San Dimas, CA 91773
Email: noreen@curative.com

Phone: (949) 554-5191

VI. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE

Limitation of Liability: To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss of profits and/or indirect economic damages whatsoever, and regardless of whether such damages arise from claims based upon contract, negligence, tort or other. In no

Indemnity: Each Party agrees to defend, hold harmless, and indemnify the other and their officers, employees and agents harmless from third party claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services provided under this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement. IN NO EVENT SHALL ANY PROVISION IN THIS AGREEMENT BE CONSTRUED AS A WAIVER OF STATUTORY IMMUNITY PROVIDED TO CURATIVE UNDER THE PREP ACT See 85Fed. Reg. 15,198 (March 17, 2020); see also Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e

Insurance: Each party shall be responsible for providing disability, workers' compensation, professional liability or other insurance as well as licenses and permits usual or necessary for performing the services under this agreement. Curative agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. Curative agrees to furnish ~~current~~ a current and valid certificate of insurance from Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement. ✓

VII. CONFIDENTIALITY

(a) Confidential Information: Curative and Partner acknowledge that they may gain access to the confidential business information of the other and/or its affiliates in the course of performing their obligations under this Agreement. Except as required by law or legal process, Curative and Partner each agrees that it will hold in confidence, safeguard, and not use (except as required by those employees, officers, directors, or consultants, acting pursuant to this Agreement or as required by law or legal process) or disclose, disseminate or make available to third parties, except the Partner's affiliates, information related to proprietary research techniques and technology, types of supplies, pricing for supplies, patient information (including but not limited to, social security numbers, addresses, insurance information, results, and diagnosis information), and any other confidential

information of the disclosing party and/or its affiliates at the time of disclosure (together "Confidential Information"). Curative and Partner each agrees to treat such Confidential Information it receives from or on behalf of the other with the same degree of care that it treats its own proprietary information, but with no less than a reasonable degree of care.

(b) Exceptions to Confidential Information: Notwithstanding subsection (a) above, information shall not be deemed Confidential Information if it (i) is or becomes generally known to the public through no unlawful act of the recipient; (ii) was known to the recipient at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the recipient without any use of the disclosing party's Confidential Information; (v) becomes known to the recipient from a source other than the disclosing party without breach of this Agreement and otherwise not in violation of the disclosing party's rights; or (vi) is required to be disclosed in accordance with law or court order.) ✓

(c) Return of Confidential Information: Each party shall promptly return or destroy all Confidential Information of the other party it holds in written form and all copies of it, in any format, upon the other party's written demand or the expiration or termination of this Agreement, except for Confidential Information that may be incorporated in any information that the recipient is required to maintain by law to verify the work that it performed, which may be retained by the recipient subject to the restrictions contained in this Section. For the avoidance of doubt, retention of electronic back-up and archival copies of Confidential Information maintained pursuant to regular data archiving and record retention policies and practices shall not be deemed to be a violation of this Agreement.

(d) Confidential Health Information. The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health Information") which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health Information which is necessary to perform the duties under this Agreement.

(e) HIPAA/Protected Health Information. Except as required by law to report certain data pertaining to COVID-19 vaccinations. In the event that any PHI within the meaning of the

5 ? Confidential Health Information ?

Health Insurance Portability and Accountability Act of 1996, and its amendments thereto, including 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rules (collectively "HIPAA") is received by Curative, Curative shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

VIII. RECORDS MAINTENANCE

Curative shall maintain accurate and complete records of its activities and operations and, ~~if legally required~~, with reasonable advance notice from Partner, during Curative's normal business hours, allow Partner access to examine or audit these activities and operations. These records shall be maintained by Curative and made available to Partner during the term of this AGREEMENT and for a period of three years thereafter. If an audit of Curative is conducted by a Federal or State Auditor, Curative shall provide a copy of the report to Partner within thirty days.

IX. RECORDS INSPECTION

~~If applicable to Curative and required by law~~ in accordance with State or Federal law and pursuant to this AGREEMENT, at any time with reasonable advance notice to Curative, during normal business hours and as often as either the Partner, its designees, the Federal or State government may deem necessary, Curative must make available for examination all of its records with respect to all matters covered by this Agreement. The Partner, or its designees, or the Federal or State government each have the authority to audit, examine and make excerpts or transcripts from records and other data covered by this AGREEMENT. Curative agrees to provide any reports requested by the Partner or Partner regarding performance of this AGREEMENT.

X. TERMINATION

Either party may terminate this AGREEMENT at any time upon ten (10) days prior written notice for any reason; provided, however, during this ten (10) day period Curative shall use its reasonable efforts to complete any books and records relating to the services of Curative relating to the services of this AGREEMENT. Termination of this AGREEMENT shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this AGREEMENT.

XI. MISCELLANEOUS

Assignment: Without the prior written consent of the other Party hereto, ~~which consent shall not be unreasonably withheld~~, neither Party may assign any of its rights or obligations here-under; ~~Notwithstanding anything to the contrary herein contained, either Party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation without prior written consent and (ii) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains~~ provided, however, that nothing contained herein shall release the assigning Party from its obligations hereunder. Subject to the foregoing, this Agreement in-ures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

Entire Agreement: This Agreement, including Exhibits, contains the entire understanding between Partner and Curative and supersedes any and all prior agreements, understandings, and arrangements between them relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless in writing and signed by the Parties to be bound.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in ~~Dallas~~ Collin County, Texas.

Waiver: The failure of either Party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

Severability: It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

Non-Exclusive Arrangement: Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on Partner's ability to use other laboratories and that Partner does not guarantee any minimum volume of specimens to be referred to Curative for Services under this Agreement.

Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither

Party is an agent of the other and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

Force Majeure: Either Party shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics (including COVID-19), strikes or freight embargo. Written notice of a Party's failure or delay in performance due to force majeure must be given to the other Party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

Section Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

Execution in Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it.

Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings,
IN WITNESS HEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year indicated on page one of this AGREEMENT.

PARTNER

Name:

Position:

Date:

CURATIVE INC.

Isaac Turner, Ph.D

Co-founder, Chief Information Officer

Date:

→ to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement.