

COVID-19 VACCINE ADMINISTRATION AGREEMENT

This COVID-19 Vaccine Administration Agreement (“Agreement”) is entered into this 18th day of January 2021 (“Effective Date”), by and between the Collin County (hereafter referred to as “Partner”); and Curative Medical Associates PA (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. RECITALS

A. The purpose of this engagement is for Curative to leverage logistical expertise, mobile vaccination infrastructure and large-scale vaccination site management capacity to assist with Partner’s vaccination efforts against Novel Coronavirus 2019 (COVID-19).

B. Implementing the policies, procedures, and infrastructure for COVID-19 vaccination is a substantial logistical challenge that the Parties believe 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 their constituent populations. Partner has expressed 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 Partner’s region (“Service Area”).

C. Curative can marshal the logistics experience of its affiliates, Curative Inc. and Curative Labs Inc., gained from coordinating COVID-19 testing with public and private entities across the United States. Curative affiliates have also assisted with the delivery of the influenza vaccination, in support of state and federal public health goals.

D. To achieve this, Curative (through its practitioners) (a) has become a qualified provider in Texas and county-level systems, (b) can securely report patient information directly into Texas DSHS databases and Immunization Registries in full compliance with the Health Insurance Portability and Accountability Act of 1996, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HIPAA”), and (c) has established capacity and is duly qualified to receive and warehouse publicly-allocated doses of COVID-19 vaccines that have received Emergency Use Authorization (EUA) from the FDA (collectively herein, the “COVID-19 Vaccine”), in accordance with the guidelines of the United States Center for Disease Control (CDC), FDA and the vaccine manufacturers.

E. Under this Agreement, Curative will proceed with hiring and operating COVID-19 Vaccine administration teams, including pursuing partnerships with academic institutions and community organizations, and acquiring all equipment necessary to deliver the COVID-19 Vaccine to individuals in the Service Area (“Vaccine Recipients”) and in support of Partner’s plans for population-scale immunization against COVID-19.

F. The Parties desire to enter into this Agreement whereby Curative shall administer the COVID-19 Vaccine for each of the Vaccine Recipients and seek reimbursement from third-party payers, including the federal government programs or the Vaccine Recipient’s health insurer, including for uninsured individuals eligible for payment by other federal or state programs, such as the

HRSA COVID-19 Claims Reimbursement Program administered by federal Health Resources and Administration (HRSA) (for purposes hereof, each, a “Payer”),

II. TERM AND TERMINATION

The term of this Agreement shall commence upon the Effective Date and continue for ninety(90) days (“Term”) and auto renew for additional Terms, unless terminated as set forth herein. Either Party may terminate this Agreement at any time upon ten (30) days prior written notice for any reason, unless for cause. Termination of this Agreement shall not relieve the Parties of their reporting and auditing obligations, or any other provisions or obligations set forth in this Agreement.

III. DESCRIPTION OF THE COVID-19 VACCINE SERVICES

A. CURATIVE RESPONSIBILITIES

Curative shall perform the following duties under this Agreement (the “Services”):

1. Work with Partner and Partner’s designees to develop a model for COVID-19Vaccine administration at fixed sites and at mobile clinics (collectively, “COVID-19 Vaccine Sites”).
2. Staff, coordinate and manage COVID-19 Vaccine Sites.
3. Secure from each intended Vaccine Recipient (or parent or legal guardian if the intended Vaccine Recipient is under the age of eighteen (18) years old), a signed informed consent and assignment of benefits, consenting to receive the COVID-19 Vaccine, and assigning to Curative the right to bill and receive payment from the Vaccine Recipient’s Payer for the COVID-19 Vaccine.
4. Administer the COVID-19 Vaccine in compliance with applicable state and federal laws and the applicable CDC, FDA and manufacturer guidelines to Vaccine Recipients identified by Partner (by group or otherwise).
5. Deploy Curative’s (or its affiliate’s) software platform for scheduling COVID-19 Vaccine clinics and managing patient information.
6. Curative’s communication and outreach team will work with Partner to align messaging and communication efforts regarding this effort.
7. Coordinate with Partner in using Curative’s COVID-19 sign up/waiting list to determine scheduling of COVID-19 vaccinations.
8. Provided that Partner provides sufficient vaccines to service the capacity required, develop and maintain the capacity to provide COVID-19 vaccinations to at least 2,000 individuals per day within seven days of the effective date of this Agreement and to at least 6,000 individuals per day by January 26, 2021.

B. PARTNER RESPONSIBILITIES

Partner shall perform the following duties under this Agreement:

1. Determine and provide to Curative a prioritization hierarchy for the specific groups and settings to receive the COVID-19 Vaccine within the Service Area.
2. Determine and direct Curative with respect to the allocation of doses of COVID-19 Vaccine for different groups/entities that will receive vaccination within the Service Area.
3. Provide direction to Curative relating to policy, information, and procedural requirements for COVID-19 Vaccine Sites and COVID-19 Vaccine administration.
4. Work with Curative to develop a model for COVID-19 Vaccine administration at COVID-19 Vaccine Sites.
5. Coordinate with and support Curative in administering the COVID-19 Vaccines. .
6. Maintain communications with Curative to address status or needs which arise with the COVID-19 Vaccine administration.
7. Provide support for Curative's application to or integration with public data platforms for Partner qualification or information reporting.

IV. PAYMENT FOR COVID-19 VACCINATION

1. Curative will use good faith efforts to bill and receive payment from the Vaccine Recipient's Payer for the COVID-19 Vaccine provided to each Vaccine Recipient, subject to the following:
2. Curative will use reasonable commercial efforts to obtain from each Vaccine Recipient such information and documentation required by the Vaccine Recipient's Payer, and as may be reasonably necessary for Curative's billing and collection function.
3. Curative shall likewise use reasonable commercial efforts to understand and meet applicable Payer rules, regulations, coverage limitations, contractual obligations, or other procedures pertaining to billing and coverage of the COVID-19 Vaccine and to obtain payment from such Payers. Notwithstanding the foregoing, the Parties agree that Curative shall have no obligation to submit a claim for payment to any Payer if Curative reasonably determines that: (A) Curative lacks necessary billing information, (B) the COVID-19 Vaccine is not medically appropriate for the particular intended Vaccine Recipient in accordance with current accepted standards of medical practice and CDC guidelines or other federal and state laws and guidance, or (C) the COVID-19 Vaccine does not otherwise satisfy the applicable Payer coverage requirements.
4. Any payment received by Curative from a Vaccine Recipient's Payer for the COVID-19 Vaccine performed for a Vaccine Recipient shall represent payment in full for all such services for such Vaccine Recipient.

V. NOTICES

All notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to the following persons, identified by position and title, designated as the responsible and authorized representative of the respective Parties for all communications, including required notices, related to the Agreement:

Partner: Bill Bilyeu, County Administrator, Collin County
Address: 2300 Bloomdale Road, Suite 4192, McKinney, Texas 75071
Email: bbilyeu@co.collin.tx.us
Phone: 972-548-4698

Curative:
General Counsel
279 E. Arrow Hwy, San Dimas, CA 91773
Phone: 888-702-9042

VI. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE

Warranty: Curative represents that all protected health information (PHI) will be encrypted and protected within Curative's systems in compliance with HIPAA and Curative will use PHI solely for the Services provided for herein and in accordance with each Vaccine Recipient's authorization/consent.

Limitation of Liability: Except as otherwise set forth in the Agreement, Curative makes no other warranties, express or implied, with respect to Services and all other warranties are hereby disclaimed. 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, costs of cover, and regardless of whether such damages arise from claims based upon contract, negligence, tort or other. EXCEPT FOR INDEMNIFICATION AND INSURANCE OBLIGATIONS PROVIDED HEREIN IN NO EVENT SHALL CURATIVE'S LIABILITY UNDER THIS AGREEMENT EXCEED \$500.00.

Indemnity: To the extent allowed by law, 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 85 Fed. 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: Curative 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. Prior to administering any vaccines hereunder, Curative agrees to

furnish to Partner 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

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.

HIPAA/Protected Health Information. In the event that any PHI within the meaning of 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 related to this Agreement. and, if legally required, upon reasonable notice from Partner, during Curative's normal business hours, allow Partner access to examine or audit the activities and operations related to this Agreement. These records shall be maintained by Curative and made available to Partner during the term of this Agreement and for a period of not less than (i) three years thereafter or (ii) the time period which is legally required under applicable laws, rules and regulations. 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. 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 hereunder. 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 inures 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 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 providers and that Partner does not guarantee any minimum volume of Vaccine Recipients 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 promises of this Agreement or is required to commence legal proceeding to the provisions hereof, the prevailing party shall be entitled to recover from the other reasonable attorney's fee and court cost in connection with such enforcements.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the Effective Date.

COLLIN COUNTY, PARTNER

Chris Hill, Collin County Judge

CURATIVE MEDICAL ASSOCIATES PA

DocuSigned by:
Tami Wilson-Ciranna
893DDDE2EE148C...
Tami Wilson-Ciranna, Authorized Signer
~~Dr. Tyler Evans, PRESIDENT~~