

GROUP CUSTOMER AGREEMENT

This group customer agreement (“Group Agreement”) by and between Collin County Health Care Services (“Collin County”) on its own behalf and as agent for and on behalf of its Operating Divisions, as defined below and listed on the attached Exhibit C (collectively referred to herein as “Customer”) and Oxford Immunotec, Inc. (“Oxford”) is effective from the later of the following: the date of full execution by the Parties or the date of receipt by Oxford whichever occurs last (“Effective Date”). The Customer and Oxford shall collectively be referred to herein as the “Parties”. The Parties agree and acknowledge that this Group Agreement shall be governed by the terms outlined herein, including the Terms and Conditions of Service attached hereto as Exhibit A, and those attached in any exhibits or attachments (collectively referred to as the “Agreement”) and shall apply to Oxford test(s) (“Test(s)”) and any related services performed on behalf of Customer under this Agreement (“Services”).

The initial term of this Agreement shall begin on the Effective Date and terminate twelve (12) months thereafter (“Initial Term”). After the Initial Term this Agreement shall automatically renew for additional twelve (12) month periods each a “Renewal Term” (the Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term”). After the Initial Term either party may, in its sole discretion, terminate this Agreement without cause by giving the other party thirty (30) days prior written notice.

Collin County is entering into this Agreement on behalf of its own behalf and as agent for the operating division(s) listed on Exhibit C (“Operating Division(s)”). Collin County represent and warrant that it has the authority to bind such Operating Divisions. Oxford may suspend, cancel or terminate this Agreement if Operating Divisions or any Operating Division fails to comply with any provision of this Agreement. Collin County irrevocably and unconditionally guarantee the compliance of each Operating Division with this Agreement and will be jointly and severally liable with each Operating Division for breach of this Agreement. All remedies available to Oxford shall apply to Collin County and the Operating Divisions. Collin County will reasonably assist Oxford in enforcing Oxford’s rights and remedies against the Operating Divisions.

BILLING

The Parties agree and acknowledge that Customer is a Direct Bill Account. A “Direct Bill Account” is one in which Customer purchases Services from Oxford and Oxford will bill only Customer for such Services. Direct Bill Accounts are invoiced weekly for Services processed at the price(s) outlined on the attached exhibit(s). Customer shall not seek reimbursement from any third party for Services for which Customer remits payment to Oxford except to the extent permitted by applicable law. If Customer seeks reimbursement from a third party, Customer shall fully and accurately disclose the amounts paid by Customer for such Services and any applicable discounts to the extent required by applicable law. Customer further agrees to comply with all laws, rules and regulations applicable to Customer’s reimbursement for Services from third party payers. For purposes of this Agreement, Oxford shall invoice the Operating Division(s) as set forth on the Exhibit C.

PRODUCTS

See attached exhibit(s) for product listing specifics and availability for ordering Services.

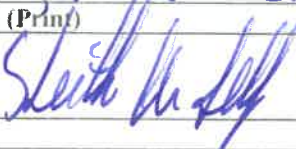

REPORTING OF RESULTS

All Services will be ordered by a physician, nurse practitioner or other licensed provider (“Provider(s)”) authorized under applicable law. Customer shall provide the Provider name(s) and National Provider Identifier number(s) (“NPI #(s)”) on the Information Form(s) or alternatively on each Requisition Form. Oxford will report Test results to the Provider or the Operating Division contact person identified on the Information Form(s) and as otherwise required by law. Results will not be released until all required specimen information is provided by the Customer.

Upon request to Oxford, results may be accessed by the Operating Divisions through Oxford’s a web-based portal (“Portal”). Use of the Portal is subject to additional terms and conditions in the form of Oxford’s End User Agreement.

SIGNATURE

The Parties understand and agree that all Services are subject to and will only be rendered in accordance with this Agreement. The signatories to this Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Parties to this Agreement.

Collin County Health Care Services (by its authorized representative)		Oxford Immunotec, Inc. (by its authorized representative)	
Keith Self, Board President		Michelle Dismas	
Name and Title (Print)		Name and Title (Print)	
			
Date		Date	
7/25/17		7-10-17	
Signature		Signature	

Oxford's signature is contingent upon Customer signing this Agreement as offered and returning to Oxford on or before the Offer Deadline set forth below.

This Agreement is null and void if it is not executed by Customer and returned to Oxford by July 31, 2017 ("Offer Deadline").

Please fax this Agreement to: 1-508-597-8086

Effective Date is _____
(to be filled out by Oxford)

Exhibit A
Terms and Conditions of Service

1. These terms and conditions of service ("Terms and Conditions") apply to all Services performed by Oxford for the Customer. This Agreement constitutes the entire contract between the Parties with respect to the Services and supersedes all prior written and oral agreements, understandings and representations. Except for Oxford's annual written price adjustment notifications to Customer, no additional or different terms in any prior or subsequent purchase order, transmittal document, amendment or other Customer document shall be effective regardless of any provision to the contrary therein, unless in writing and signed by duly authorized representatives of both Oxford and Customer.
2. If Oxford is unable or unwilling to test a specimen, it will advise Customer as soon as possible. Oxford shall not be liable for failure or delay in providing results to Customer if such failure or delay is due to shortage of materials, labor difficulties, floods, fires, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of Oxford.
3. The Parties agree and acknowledge that results provided by Oxford must be used in conjunction with each individual patient's epidemiological history, current medical status and results of other diagnostic evaluations.
4. If Customer requests access to the Portal to enable Customer to electronically (i) access patient/subject results, and (ii) submit requisitions, Customer acknowledges that such access will allow it and its authorized staff to receive, read and view results that are confidential pursuant to federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended. Customer agrees that it will take all necessary and appropriate steps to secure and maintain the security of all user IDs and passwords provided by Oxford to Customer that allow access to the Portal. Customer shall promptly notify Oxford if user IDs or passwords assigned to Customer or Customer personnel are lost, stolen, or otherwise unaccounted for. Customer shall further promptly notify Oxford when an assigned user ID or password should be terminated or reassigned based on personnel changes at Customer. Customer further agrees that it will be solely responsible for all damage, claims, losses, or other consequences or unauthorized access to the Portal made using the Customer user IDs and passwords. Unless otherwise prohibited by law, Customer shall indemnify and hold Oxford harmless from and against any claims, losses, damages or other amounts incurred by Oxford resulting from Customer's breach of its obligations related to security of user IDs and passwords under this paragraph. Customer and Oxford agree to comply with all applicable laws, rules, and regulations relating to the use and disclosure of personally identifiable health information provided by or to Customer or Oxford under this Agreement, including the requirements of HIPAA and the HITECH Act.
5. Oxford warrants that it will perform the Service in accordance with this Agreement. Customer's sole remedy for breach of this warranty will be retesting on a fresh specimen from the patient. The foregoing provision sets forth Oxford's sole and exclusive representations, warranties and obligations with respect to the Service and Oxford makes no other warranty of any kind whatsoever express or implied. Oxford specifically disclaims all other express and implied warranties to the fullest extent permitted by law, including any warranty of merchantability or fitness for a particular purpose, whether arising from a statute or otherwise in law, equity or from a course of dealing or usage of trade. Subject to the limitations of applicable law, Oxford's liability arising out of its performance of Services (whether based upon warranty, contract, tort or otherwise) shall not exceed the actual purchase price for the Services paid by the Customer during the twelve (12) month period immediately preceding notice to Oxford by Customer of the event giving rise to a claim against Oxford under this Agreement. In no event shall Oxford be liable to the Customer or any third party for any incidental, indirect or consequential damages, including lost profits, lost management or employee time or loss of goodwill.
6. The Parties agree to maintain, hold as confidential and not disclose the terms of this Agreement or any confidential or proprietary information that either party may be provided during the Term to any other person (with the exception of either party's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by the other party.
7. The Parties shall not represent, directly or indirectly, that any product or service of the other party has been approved or endorsed by the other party or any of its affiliates, without the prior written consent of the other party.
8. At all times during the Term, Customer and Oxford shall maintain insurance with coverage and limits reasonably sufficient to cover their respective obligations hereunder and shall provide proof of such insurance upon the other party's request. If the form of insurance is claims made, appropriate tail coverage shall be purchased by each party, at each party's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of each party's current coverage or prior to termination of this Agreement. Either party may carry the foregoing coverage through a single policy or combination of policies and/or in foreign currencies, provided that based on prevailing exchange rates on the Effective Date of this Agreement, the policy limits stated in a foreign currency meet or exceed the foregoing limits stated in United States Dollars.
9. To each party's knowledge neither it nor any of its current and prospective owners, affiliates, officers, directors, employees, contractors, and agents ("Screened Persons") is a person who has been excluded from participation in any federal procurement or healthcare program, nor been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal authority or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, and "Ineligible Person"). Each party shall screen any of its Screened Persons in connection with this Agreement against (a) the U.S. Department of Health and Human Services/Office of Inspector General List of Excluded individuals/Entities (available at <http://www.oig.hhs.gov>) and (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>) to ensure none of the Screened Persons is an Ineligible Person. If after the Effective Date, any Screened Person becomes an Ineligible Person, Oxford or Customer, if required by applicable law, shall immediately notify the other party thereof. Such notified party may immediately terminate this Agreement. Screened Persons shall not include any individual or entity not conducting activities in connection with this Agreement.
10. If the value or cost of Services rendered to Customer pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Oxford agrees that at least for four (4) years after the furnishing of such Services, Oxford shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services.
11. Oxford's pricing is derived from cost savings gained through quantity efficiencies and the terms of this Agreement. If applicable, Customer represents to Oxford the following: (a) the compensation paid or to be paid by Customer to any physician is and will, at all times during the term of this Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Oxford; (b) Customer has and will at all times maintain a written agreement with each physician receiving compensation from Customer who is not an employee of Customer (e.g., each non-employed independent contractor), which written agreement is or will be signed by the Parties, and does or will specify the services covered by the arrangement; and (c) with respect to employees of Customer with whom Customer does not have a written employment agreement, the employment arrangement is or will be for identifiable

services and is or will be commercially reasonable even if no referrals are made to Customer by the employee. Each of the representations and warranties set forth herein shall be continuing and in the event any such representation or warranty fails to remain true and accurate during the Term, Customer shall immediately notify Oxford.

12. Invoices directed to Customer shall be due and payable in accordance with Texas Government Code 2251. In the event Oxford is required to take legal or other collection action on a Customer's account, the Customer will be responsible for all expenses incurred in connection with the collection action, including without limitation attorneys' fees, court costs and collection service costs.
13. The Parties acknowledge that none of the benefits granted Customer hereunder are conditioned on any requirement that Customer make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Oxford or its affiliates.
14. The Customer shall not assign the Agreement without the prior written consent of Oxford, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, the rights and obligations herein will be binding upon the successors and assigns of Customer.
15. Customer and Oxford agree to comply with all applicable laws, rules and regulations relating to this Agreement. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable.
16. The failure of Oxford to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of any rights hereunder. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.
17. If either party may reasonably be expected to have access to the other party's Protected Health Information (PHI) as defined by HIPAA and solely to the extent either party is deemed a Business Associate of Covered Entity by way of amendments to HIPAA, the HITECH Act, or other applicable law or regulation, or by a written declaration of a court or government agency of appropriate authority, the Parties shall agree to negotiate in good faith a HIPAA/HITECH business associate agreement.
18. Expenses for 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 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, including collection.

Exhibit B
T-SPOT®-TB Products

PRICING

The pricing listed below will be available during the Initial Term. Following the Initial Term, Oxford may adjust the price on an annual basis by providing sixty (60) days' prior written notice thereof to Customer. Oxford will only bill for Services that produce a reportable result (i.e., positive, negative or borderline) or completed result (i.e. spot counts provided for IE-1 and pp65 antigen wells).

Test Type	Estimated Monthly Test Volume	Price Per Test
T-SPOT®-TB	90	\$45.00

SHIPMENT OF SPECIMENS

Oxford has validated shipping containers that maintain the proper storage temperature requirements for specimens during transportation to applicable laboratory location(s) ("Shipping Containers"). Oxford shall provide any necessary Shipping Containers and Oxford materials (i.e. biohazard bags and collection tubes) to the Customer. If Customer fails to ship a specimen to Oxford for sixty (60) consecutive days during the Term, Customer will return any Shipping Containers and Oxford materials, allow Oxford to retrieve Shipping Containers and Oxford materials or be charged the value of any Shipping Containers and Oxford materials. Customer will not use the Shipping Containers or Oxford materials for specimens or any other item to any person, laboratory or entity other than Oxford. Oxford will direct the Shipping Containers to the Operating Divisions as set forth on the Exhibit C.

Oxford will also provide Test requisition forms to Customer that Customer shall use for all orders of Services ("Requisition Form(s)"). Alternatively, upon request to Oxford, Customer can access and submit Test requisitions through the Portal.

Exhibit C
Operating Division List

Operating Division Name	Account #	Address
Elimination Program	C'CHC01*	825 North McDonald, Ste 145, Mckinney, TX 75069
Collin County Employee Health	COLL02*	825 North McDonald, Ste 145, Mckinney, TX 75069

The Parties agree that if Oxford receives a request for Services to be performed for a Collin County facility not listed above (a "New Operating Division"), an amendment to the Agreement must be signed by Oxford and Collin County authorizing Oxford to provide Services to such New Operating Division.

*Collin County shall provide the required information on the following pages for each Operating Division indicated above prior to Services being performed for such Operating Division(s).

**Exhibit C - continued
Operating Division List**

Elimination Program	
SHIPPING INFORMATION (required)	
Main Contact Name Candice Akins	Main Contact Phone # 972-548-5509
Shipping Address 825 North McDonald St, Ste 135, McKinney, TX 75069	Main Contact Email cakins@co.collin.tx.us
REPORTING OF RESULTS (required)	
Main Results Contact Name Candice Akins	Main Results Contact Phone # 972-548-5510
Main Results Contact Title TB Program Manager	Main Results Contact Fax # 972-548-5514
Request access to the Portal? <input checked="" type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>	Main Results Contact Email cakins@co.collin.tx.us
Provider's Full Name (required if answer below is yes) Muriel Marshall; Arifa Nishat	NPI # (required if answer below is yes) 1588677843; 1942410113
Would you like the Provider added to the pre-printed Requisition Forms?	<input checked="" type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
BILLING INFORMATION (required)	
Accounts Payable Contact Name Aimee Moreno-Villarreal	Phone # 972-548-4629
Billing Address 825 N McDonald St, Ste 145, McKinney, TX 75069	Email amoreno@co.collin.tx.us
SPECIMEN/REQUISITION INFORMATION (required)	
The following Operating Division information is required by Oxford to obtain missing or inaccurate information on submitted Requisition Forms.	
Name Candice Akins; Dawn West	Phone # 972-548-5510
Email cakins@co.collin.tx.us; dmwest@co.collin.tx.us	Fax # 972-548-5514
OXFORD ANNOUNCEMENT NOTIFICATION (required)	
The following Operating Division information is required by Oxford to communicate weather alerts, holiday closings, and other announcements that would affect specimen collection.	
Name Candice Akins	Email cakins@co.collin.tx.us
Name Dawn West	Email dmwest@co.collin.tx.us

[ADDITIONAL OPERATING DIVISION LISTED ON THE NEXT PAGE]

**Exhibit C - continued
Operating Division List**

Collin County Employee Health	
SHIPPING INFORMATION <i>(required)</i>	
Main Contact Name Michael Langfus	Main Contact Phone # 972-548-5548
Shipping Address 825 North McDonald St, Ste 140, McKinney, TX 75069	Main Contact Email mlangfus@co.collin.tx.us
REPORTING OF RESULTS <i>(required)</i>	
Main Results Contact Name Michael Langfus	Main Results Contact Phone # 972-548-4703
Main Results Contact Title Employee Clinic Physician Assistant	Main Results Contact Fax # 972-547-1823
Request access to the Portal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provider's Full Name <i>(required if answer below is yes)</i> Muriel Marshall; Arifa Nishat	Main Results Contact Email mlangfus@co.collin.tx.us
Would you like the Provider added to the pre-printed Requisition Forms?	NPI # <i>(required if answer below is yes)</i> 1588677843; 1942410113
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
BILLING INFORMATION <i>(required)</i>	
Accounts Payable Contact Name Aimee Moreno-Villarreal	Phone # 972-548-4629
Billing Address 825 N McDonald St, Ste 145, McKinney, TX 75069	Email amoreno@co.collin.tx.us
SPECIMEN/REQUISITION INFORMATION <i>(required)</i>	
The following Operating Division information is required by Oxford to obtain missing or inaccurate information on submitted Requisition Forms.	
Name Michael Langfus; Lisa Bell	Phone # 972-548-4703
Email mlangfus@co.collin.tx.us; lbell@co.collin.tx.us	Fax # 972-547-1823
OXFORD ANNOUNCEMENT NOTIFICATION <i>(required)</i>	
The following Operating Division information is required by Oxford to communicate weather alerts, holiday closings, and other announcements that would affect specimen collection.	
Name Michael Langfus	Email mlangfus@co.collin.tx.us
Name Lisa Bell	Email lbell@co.collin.tx.us

[END OF OPERATING DIVISION LIST]