

COVID-19 VACCINE ADMINISTRATION AGREEMENT

This COVID-19 Vaccine Administration Agreement (“Agreement”) is entered by and between Williamson County, Texas, a political subdivision of the State of Texas (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) has (a) become a qualified provider in state and county-level systems, (b) can securely report patient information directly into 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 thirty (30) 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 (10) days prior written notice to the other Party for any reason. Termination of this Agreement shall not relieve the Parties of their reporting and auditing obligations and any other provisions 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-19 Vaccine administration at fixed sites and at mobile clinics to be located in Williamson County, Texas (collectively, “COVID-19 Vaccine Sites”).
2. 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.

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 with a communication plan that includes assistance in disseminating information to the public which may include a multi-faceted approach using social media, press releases, and web site communications, as well as creating and maintaining a dashboard to track the number of vaccines administered, sites where vaccines are available, and links to Curative's online appointment system.

IV. PAYMENT FOR COVID-19 VACCINATION

1. 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.
2. 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.
3. 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. Neither the Partner nor vaccine recipients will receive a bill for the balance of any unreimbursed individuals. Curative may avail itself of any funding assistance through the provider relief fund: <https://www.hhs.gov/coronavirus/cares-act-provider-relief-fund/index.html>.
4. Partner agrees to reimburse Curative operating expenses up to the not-to-exceed amount of \$25,000.00 as reimbursement for Curative's actual costs associated with administering the vaccinations under this Agreement, which such costs may include, but not be limited to Personal Protective Equipment (PPE), staffing, data entry, vaccine storage and other supply costs necessary to administer the vaccines (the "Reimbursable Costs") as documented in writing.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, Curative shall invoice County for the Reimbursable Costs incurred

during that month. County's payment for Reimbursable Costs incurred hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be submitted to the Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 and shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of the invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Curative of the discrepancy. Following County's notification of any discrepancy as to an invoice, Curative must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
Email: ctyjudge@wilco.org
Phone: (512) 943-1550

With copy to:

Williamson County Office of Emergency Management
Attn: Michael Shoe, Director/EM Coordinator
911 Tracy Chambers Lane
Georgetown, TX 78626
Email: michael.shoe@wilco.org
Phone: (512) 864-8267

Curative:

General Counsel
279 E. Arrow Hwy,
San Dimas CA
Email: ryansouder@curative.com

Phone: 888-702-9042

I. 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations and will use PHI solely for the Services provided for herein and in accordance with each individual'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

Indemnity: Curative acknowledges and agrees that under the Constitution and the laws of the State of Texas, Partner cannot enter into an agreement whereby Partner agrees to indemnify or hold harmless any other party, including but not limited to Curative; therefore, all references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Curative, for any reason whatsoever are hereby deemed void and deleted.

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.

Furthermore, nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Partner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Partner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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. Curative agrees to name Williamson County, Texas as an additional insured under this coverage and furnish upon request with 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.

Partner hereby certifies that it is a political subdivision of the State of Texas; and, since claims against Partner are subject to the liability and damage limitations of the Texas Tort Claims Act, Partner has chosen to self-insure rather than to obtain insurance coverage for its residual liability.

Partner's full faith and credit, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

II. 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 the COVID-19 Vaccines. 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.

III. 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 not less than 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.

IV. 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.

V. 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.

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.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last party's execution below ("Effective Date").

PARTNER:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Position: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

CURATIVE:

CURATIVE MEDICAL ASSOCIATES PA

By: _____

Name: _____

Position: _____

Date: _____, 20____