

MOBILE COVID TESTING AGREEMENT

2021 MAR 29 PM 3:01
WEBB COUNTY, TEXAS

WHEREAS, Webb County (the "PARTNER") wishes to launch a COVID mobile testing program within the Bruni Fire Station that is available to the public; and

WHEREAS, Curative Inc. a COVID testing company ("Vendor"), possesses capabilities to provide mobile testing within the Bruni Fire Station; and

WHEREAS, Vendor and PARTNER (together, the "Parties") wish to collaborate on such COVID testing; and

Subject to the terms and conditions below, PARTNER, at no charge to Vendor, shall provide a public area for placement of the Vendor-supplied testing site, and Vendor shall provide access for the site and staff at no charge to PARTNER.

Testing shall be conducted on the following dates: March 4, 2021 through April 4, 2021 and at the following times: Monday- Friday, 9:00am - 6:00pm; at the following specified location(s): Bruni Fire Station, Webb County Volunteer FD-TX-359 Bruni, Texas 78344.

1. Vendor shall comply with all PARTNER property and facility rules and regulations. Failure to comply with such rules and regulations may result in termination of this Agreement. Vendor shall not permit activities on PARTNER's premises which violate any rule, regulation, or policy of Bruni Fire Station, that are unlawful, or which violate any federal, state or local law or regulation.
2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or consultants shall, under any circumstances, be considered employees of the PARTNER.
3. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to operate and maintain the testing vehicle.
4. Vendor shall secure and keep a general commercial insurance policy covering property damage as well as professional liability insurance in the amount of not less than \$1 million per occurrence, \$2 million aggregate with an insurance carrier acceptable to the PARTNER. The PARTNER, and its officials, officers, employees and agents being named as additional insured by endorsement. Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by Texas State law. Vendor shall provide the certificate of insurance and additional insured endorsement to PARTNER in a form and with carriers acceptable to the PARTNER.
5. Vendor shall only operate in the approved locations within the area specified by the

PARTNER, as listed above.

6. PARTNER agrees to advertise and publicize the mobile testing site, and receive data from Vendor, and provide constructive feedback to Vendor.
7. The mobile testing site, and equipment and procedures, and all intellectual property associated with such shall remain Vendor's sole and exclusive property.
8. Upon the expiration or termination of this Agreement, Vendor shall leave the PARTNER provided area in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing written notice to the other. Such termination shall take place fifteen (15) days after sending of such notice.
9. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
10. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
11. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
12. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
13. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid. Where Notices are required they shall be sent to:

Webb County, Texas
Re: MOU with Curative Inc. for Bruni Fire Station
1000 Houston St. 3rd FL
Laredo, Texas 78040

Or any other address provided to Curative, Inc. in writing along with this MOU attached.

Curative Inc.
Re: MOU with Curative Inc. for Bruni Fire Station
430 S Cataract Ave
San Dimas, CA 91773

Or any other address provided to Webb County in writing along with this MOU attached.

14. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
15. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
16. Confidentiality. Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County.
17. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
18. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
19. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
20. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
21. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
22. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

23. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.
24. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Laboratory tests shall be performed using only those tests that have been approved by the U.S. Food and Drug Administration (FDA), including without limitation pursuant to an emergency use authorization. Vendor will ensure that positive COVID-19 test results are reported to public health authorities to the extent required or recommended by public health laws and recommendations. Vendor shall perform its services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services. Vendor will perform its services and/or ensure the services are performed in accordance with industry practices and applicable guidelines and standards published by the CDC, the FDA, or other relevant governmental authorities. Vendor will take commercially reasonable measures to ensure that any of its staff performing the services at PARTNER's sites are free of symptoms of COVID-19.
25. Vendor certifies that to its knowledge neither it nor any of its principals (officers, directors, owners, partners, Representatives, key employees involved with this Agreement, or management or supervisory personnel) has ever been: (a) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; or (b) excluded from participation in any federal or state health care program, including but not limited to Medicare and Medicaid.
26. Indemnification shall not apply to this Agreement to either party. This provision shall survive termination of this Agreement.
27. In accordance with federal and state law, Vendor agrees not to discriminate against any person on the basis of sex, race, creed, national origin, color, religious belief, age, disability, sexual orientation or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement. ~~Vendor represents that it is fully informed concerning and is in full compliance with its obligations, if any, under the following: (a) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended; (b) Executive Order 11701, as amended; (c) Executive Order 11246, as amended; (d) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended; (e) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended; and (f) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.~~

PLS

Webb County:

Signature:  Date: 02/23/2021

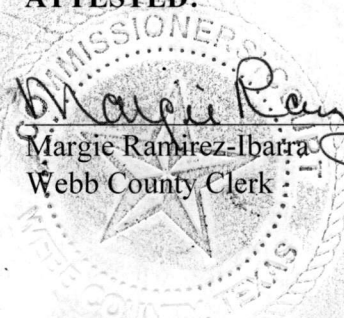
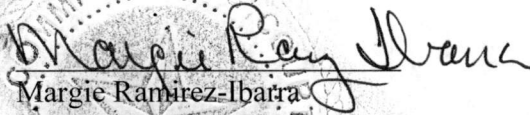
Name and Title: Tano E. Tijerina, Webb County Judge

Curative Inc.:

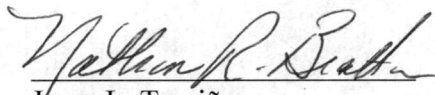
Signature:  Date: 3/25/21

Name and Title: Ryan Souders, General Counsel

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).