



CONTRACT / AGREEMENT ROUTING FORM

NO STUDENT CONTACT

SCCOE Staff Contact	Name	Email	Extension
Questions about this contract should be sent to:	Eric Dill	edill@sccoe.org	x6519

Directions

Steps listed below must be completed *sequentially*.

***Services cannot be initiated until the contract is fully approved.**

- ☒ Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.

<input type="checkbox"/> RFP / Bid	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Best Source (\$3,000 - \$92,600)	<input type="checkbox"/> Verified by Purchasing (required)	
- ☒ Contractor and SCCOE contract originator reach agreement about scope of work and compensation.
- ☒ Prepare a contract.
- ☒ Gather initials verifying review of draft contract and identified funding source:

<input type="checkbox"/> Initiator	<input checked="" type="checkbox"/> Director	For Construction/Design and Leases Only:	For Software/Technology Purchases Only:
<input type="checkbox"/> Manager	<input checked="" type="checkbox"/> Chief	<input type="checkbox"/> General Services Director	<input type="checkbox"/> Information Systems Ctr Director
- ☒ SCCOE contract originator completes the contract packet and gathers required attachments.

<input type="checkbox"/> Auto Liability	<input checked="" type="checkbox"/> General Liability Insurance Certificate:
<input type="checkbox"/> W-9	<input type="checkbox"/> Additional Insurance Endorsement
<input type="checkbox"/> Proof of Workers' Compensation Insurance	<input type="checkbox"/> Molestation / Sex Abuse Endorsement
- ☒ Contractor to review and sign the contract.

<u>Initial</u>	<u>Date Approved</u>	
^{DS} <u>IC</u>	10/26/2020	1:49 PM PDT
- ☒ Risk Management to review, initial, and return to contract originator for final contract signature.

^{DS} <u>MLD</u>	10/27/2020	7:55 AM PDT
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- ☒ Obtain appropriate signature on contract per thresholds listed below.

<input type="checkbox"/> \$0 - \$2,999: SCCOE Director
<input type="checkbox"/> \$3,000 - \$99,999: SCCOE Chief
<input checked="" type="checkbox"/> \$100,000 & Over: Superintendent
- ☒ Return to Risk Management to obtain an RM #. Risk Management returns to originator.

^{DS} <u>IC</u>	10/27/2020	8:29 AM PDT
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- ☐ Contract originator creates the requisition using assigned RM # to generate a PO.

Contract Information

Contract Type	<input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> MOU <input type="checkbox"/> Construction / Design <input type="checkbox"/> Technology	<input type="checkbox"/> Amendment <input type="checkbox"/> Lease Agreement: <input type="checkbox"/> New <input type="checkbox"/> Renewal
Contractor's Name	Curative Inc	
Service Type / Brief Description	COVID-19 Testing Services	

Compensation & Terms

*Anticipated Start Date	10/27/2020	End Date	6/30/21
Total Contract Amount	\$ 0.00		

COVID-19 Testing Services Agreement for Santa Clara County Schools

This Agreement is entered into on the date the “Parties” fully execute the signature page (the “Effective Date”), between Curative Labs, Inc., with offices located at 430 South Cataract Ave, San Dimas, CA 91773 with clinical laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) (collectively, “Curative”), and the Santa Clara County Office of Education with offices located at 1290 Ridder Park Drive, San Jose, California 95131 (“SCCOE”). Curative and SCCOE shall be referred to hereafter individually as a “Party” and collectively as the “Parties” to this Agreement.

SCCOE wishes to engage Curative as a provider for COVID-19 testing Services solely for the purposes of screening its employees and students for working and learning on-site, upon the terms and conditions set forth in this Agreement and further described in Exhibit “A”. Curative wishes to provide to SCCOE’s employees who work at the SCCOE’s offices or other premises, the Services, upon the terms and conditions described below. The frequency of testing, test schedule and test sites shall be mutually agreed upon by the Parties.

Curative will provide a physician duly licensed under California law for the laboratory order for the testing under this Agreement. SCCOE understands Curative will not provide a medical review by a physician in the Services under this Agreement. The Parties further wish to allow public school districts in Santa Clara County to access COVID-19 testing Services through this Agreement as described in Exhibit “B.”

Both Parties agree that Curative will be solely billing the employee’s medical insurer (if the employee’s medical coverage is self-insured by the employer, for purposes of this Agreement, “insurer” shall include the Third Party Administrator of that self-insured medical coverage) and is responsible for all costs associated with the Services. Curative shall not bill SCCOE or employees for any amounts under any circumstances.

Both Parties agree that SCCOE has represented that its employees are Essential Workers as defined by California state law and emergency COVID-19 rules (Cal Code Regs. Tit. 28, §1300.67.01).

1. Important limitations of the COVID-19 Employer Testing Service:

I. All employees using the Services must sign a **Consent & Release Form** prior to the collection of samples to Curative as described herein and affirm they have sought in-network coverage before using our test.

II. It is the SCCOE’s responsibility to obtain the employee consent and release, and SCCOE covenants that it will obtain consent and release, on a form provided by Curative to SCCOE, from all employees submitting a sample for the Services prior to shipping the samples to Curative.

III. The SCCOE will use reasonable efforts to associate/link the barcode on each collection device to individual employees. SCCOE understands, Curative does not collect the samples, and therefore cannot be responsible for the barcoding at the sampling stage of the testing process.

IV. The SCCOE understands:

- a. As with all tests, there is a risk of false negatives. There is also a risk that some infected individuals may have some level of COVID-19 infection below the sensitivity of the testing method but Curative shall still be responsible for performing the laboratory testing in accordance with all accepted standards.
- b. There is an on-going risk of COVID-19 infection, so repeat testing of employees on a regular basis should be considered as appropriate under certain circumstances, and SCCOE will establish the frequency of testing guidelines based on the recommendations of its advisors.
- c. Influenza and other infectious diseases are not tested for under the Service. This Service only tests for the presence of the virus that causes COVID-19 (SARS-CoV-2).
- d. In accordance with CDC guidelines, employees displaying observable flu-like or COVID- like symptoms during sample collection should be sent home and instructed to contact their personal medical provider and self-isolate.

In consideration of the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Term

This Agreement shall begin on the Effective Date and continue for a period of one month (the "Initial Term") and automatically renew thereafter for one-month terms (collectively, the "Term").

2. Testing Services; Curative Certification and Standard of Work

(a) Services: Curative shall provide the Services in accordance with service ordering and delivery instructions provided by SCCOE subject to the above procedures and policies, and all applicable regulatory and current scientific guidelines. Curative will perform all Services under this Agreement in a professional, lawful, and timely manner consistent with applicable laws as they relate to COVID-19 testing services.

(b) Turn Around Time/Non-Reportable Rate: Curative shall use commercially reasonable efforts to ensure that its turnaround time for electronic delivery of COVID-19 testing results to the SCCOE Representative of the SCCOE typically within 48 hours from the time of specimen receipt at Curative. All test results shall be provided electronically to the SCCOE or applicable School District. It is not uncommon for some small percentage of samples to fail quality control and have a non-reportable result.

(c) The SCCOE Representative will serve as the primary point of contact and will contact Curative as needed, and the SCCOE Representative will be required to complete Curative's prescribed shipping, safety and protected health information (PHI) training prior to assuming this role.

(d) All test results performed by Curative shall be reported to SCCOE Representative. The SCCOE Representative shall use commercially reasonable efforts, subject to applicable law, to provide all required information that is necessary for Curative to meet its reporting obligations as a clinical laboratory. Curative shall be responsible for all required COVID-19 test reporting to federal, state, and/or local health authorities in accordance with applicable laws and regulations.

3. Certifications

All testing performed by Curative shall be in accordance with applicable state and federal requirements and Curative's policies and procedures. Curative shall maintain required licenses, permits, and certifications as required under applicable law and regulation for Curative and its designated laboratories to perform the Services ("Required Approvals").

SCCOE certifies that its employees are Essential Workers as defined by California state law and emergency COVID-19 rules (Cal Code Regs. Tit. 28, §1300.67.01).

4. Pricing and Payments

SCCOE asserts that its employees have sought in-network medical insurance coverage for the testing of its employees prior to requesting testing by Curative. Curative shall solely invoice the insurer for all testing of SCCOE's covered employees and shall not look to any employees or SCCOE for such payment.

As it relates to SCCOE requesting that the Services be provided to students, the Parties agree to the payment terms set forth in Exhibit "A".

5. Customer Support

Customer Support: Curative will provide SCCOE support with troubleshooting, questions on billing, or other service-related questions via both email and phone during normal business hours and in a timely manner.

6. Representations and Warranty

(a) 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 other applicable federal and state laws and will use PHI (or any information derived therefrom) will use PHI solely for the Services provided for herein and in accordance with each employee's authorization/consent, and such PHI (and any derived information) shall not be used for any purposes other than the Services. Notwithstanding the aforementioned, deidentified (anonymized data) information meeting the requirements for de-identification under HIPAA may be used solely for state and federal governmental required reporting in the United States and related aggregated statistical data as it relates to COVID for public health purposes. Such use shall be in compliance with all PHI/HIPAA protection regulations.

(b) Warranty: Curative warrants the Services are performed by a CLIA-certified laboratory.

Warranty; Limitation of Damages. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CURATIVE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED. CURATIVE DISCLAIMS ANY LIABILITY ARISING FROM ANY DECISION OR DETERMINATION BY SCCOE OR THIRD PARTY CONCERNING WHETHER ANY EMPLOYEE OR CONTRACTOR'S PRESENCE IN THE WORKPLACE IS SAFE IF MADE, IN WHOLE OR IN PART, ON THE RESULTS OF THE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT. EXCEPT IN THE

CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, WHETHER

ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE. IN NO EVENT SHALL CURATIVE'S LIABILITY UNDER THIS AGREEMENT EXCEED the greater of \$50,000 or compensation received by Curative in connection with this Agreement for any cause of action other than intentional torts (including, but not limited to, bad faith), as intentional torts shall not be subject to any limitations on damages or other remedies.

7. Methods Modified or Added During the Contract Period

Due to the evolving nature of the COVID-19 crisis and available test solutions, Curative may provide additional service options, collection devices, reporting, or modify the existing Service offering, subject to the SCCOE's prior written agreement. Curative shall notify SCCOE of the change and provide training to SCCOE as necessary to provide reliable Services.

8. Confidential Information

(a) Confidential Information: Curative and SCCOE 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 SCCOE 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 SCCOE'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 SCCOE 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 and in accordance with all applicable laws and regulations, including, but not limited to, HIPAA.

(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 9. For the avoidance of doubt and subject to the foregoing, 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 testing, all test results shall be kept confidential in accordance with all HIPAA and PHI standards. In the event that any PHI within the meaning of the 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, as a HIPAA Covered Entity, 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.

9. Indemnification, Insurance

(a) Indemnification. Subject to Section 6(c) as it relates to each Party agrees to indemnify, defend and hold harmless the other Party and its members, managers, directors, officers, employees, representatives and agents from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments for any bodily injury, property damage or any other damage or injury to the extent caused by the indemnifying Party or any of its employees or agents (i) breach of this Agreement or applicable law, and (ii) negligence, gross negligence or willful act or omission; except, in each case, to the extent that such claim arises out of or results from the negligence, gross negligence or willful misconduct of the indemnified Party or any of its employees or agents.

(b) Insurance: 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 keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Santa Clara County Office of Education, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Curative including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Curative's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Curative agrees to furnish the SCCOE with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Santa Clara County Office of Education before work begins.

10. Regulatory Compliance

Compliance with Law/Material Breach: Each party represents and warrants that in the performance of its obligations under this Agreement, it will comply with all applicable laws, including regulations and regulatory guidance.. Failure by either party to comply with any applicable law as required hereby shall be considered a material breach of this Agreement. In the event of a determination that this Agreement is not in compliance with any Applicable Law, then the parties shall negotiate in good faith to bring this Agreement into compliance. All amendments to this Agreement to bring this Agreement into compliance must be mutually agreed to by both parties in writing. If such agreement cannot be reached, either party may terminate this Agreement by written notice to the other party.

11. Termination

This Agreement may be terminated as follows:

- (a) In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting party may terminate this Agreement upon ten (10)) days written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the ten (10) day period), provided that said failure is through no fault of the non-defaulting party.
- (b) Either Party may terminate this Agreement without cause at any time upon at least ten (10) days prior written notice to the other Party. Any outstanding undisputed balances owed by SCCOE to Curative, shall be paid within 21 (twenty-one) business days of such termination for convenience. Curative will fully cooperate with transitioning its services to a successor service provider selected by SCCOE

12. Miscellaneous

- (a) 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 or in SCCOE's case to any affiliated School District or governmental entity 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.

(b) Notice: Except as otherwise expressly provided in this Agreement, 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:

If to Curative:

430 South Cataract Ave
San Dimas, CA 91773

If to SCCOE:

Mary Ann Dewan, Ph.D., Santa Clara County Superintendent of Schools
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, CA 95131-2304

Either party may change its address to which notices shall be sent by a notice that conforms to the requirements of this subsection.

(c) Entire Agreement: This Agreement, including Exhibits, contains the entire understanding between SCCOE 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.

(d) Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of Santa Clara or in the United States District Court for the Northern District of California.

(e) 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.

(f) 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.

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

(h) 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.

(i) 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, pandemics (including COVID-19), the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, shut down of power grid, fires, floods, epidemics, pandemics, strikes or freight embargo. Each Party shall promptly notify the other of any such circumstances and its probable duration as a result of which such Party claims its inability to perform this Agreement.

(j) 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.

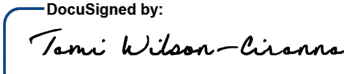
(k) Execution in Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

(l) 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.

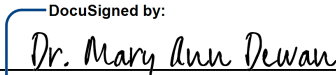
(signature page follows)

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

Curative, Inc.

By: 
Name: Tami Wilson-Ciranna
Title: CFO
Date: 10/24/2020

Santa Clara County Office of Education

By: 
Name: Mary Ann Dewan
Title: County Superintendent of Schools
Effective Date: 10/27/2020 | 7:55 AM PDT


10/27/2020 | 8:29 AM PDT

RM#: 21-0471

Exhibit A

SCHOOL TESTING SERVICE DESCRIPTION, PRICE AND PAYMENT TERMS

Product Description:

Curative has developed a COVID-19 testing (i.e., qualitative detections of nucleic acid from SARS-CoV-2) that provides employers with cost-effective, confidential access to SARS-CoV-2 RNA testing for their employees and contractors (the “Services”) for the sole purpose of determining who may come on-site at SCCOE campuses and offices in order to maintain a safe workplace.

All employees must sign a consent and waiver form prior to receiving the Services, and the SCCOE must designate a SCCOE Representative that oversees the collection process, manages the de-identification of employee samples, and serves as a primary contact point. All test results are reported back to the SCCOE Representative, and it is the SCCOE’s responsibility to decide the frequency of Services and course of action based on test results.

Amount and Method of Payment:

Curative will bill SCCOE’s employees’ insurance or other third-party payors directly for the Services rendered pursuant to this Agreement. COVID-19 Employer testing is a medically necessary basic health plan service for essential workers, including staff in the education sector. Health care plans must cover testing for school staff even if they are asymptomatic and there is no known or suspected exposure to a person with COVID-19. There is no cost to SCCOE for Services provided to its employees.

Student Testing:

If SCCOE requests that Services be provided to its students, Curative will make good faith efforts to bill students’ insurance or other third-party payors directly for the Services. If Curative does not receive payment from third party insurance programs for the Services provided to students including, but not limited to, due to lack of required authorization, non-covered charges, lapsed patient coverage, or outdated or incorrect patient or insurance plan submitted, Curative will bill the SCCOE directly within forty-five (45) days of third-party payor denial and the SCCOE will be responsible for payment of either \$30-40 per student, depending on which option below is utilized:

1. \$30 per student – Swabs from five students are placed in one test tube for “pool” testing. If the pool tests positive, it would require another test of the five students from Curative, or potentially utilize an “on hand” antigen test at the school to detect the positive student.
2. \$40 per student – Swabs from five students are placed in individual test tubes and the lab mixes them, which would result in a slightly lower sensitivity. If the “pool” were to test positive, Curative could then run individual tests.

Exhibit B

COVID-19 TESTING SERVICES FOR THE _____ SCHOOL DISTRICT

The _____ School District, located at [insert address] (“District”), desires to engage Curative as a provider of COVID-19 testing Services for the purposes of screening its employees and students for working and learning onsite, upon the terms and conditions set forth in this Exhibit and as further described in the Testing Services Agreement for Schools between Curative and the Santa Clara County Office of Education.

The frequency of testing (as solely determined by the District), test schedule and test sites shall be mutually agreed upon by Curative and the District.

Product Description:

Curative has developed a COVID-19 testing (i.e., qualitative detections of nucleic acid from SARS-CoV-2) that provides cost-effective, confidential access to SARS-CoV-2 RNA testing (the “Services”) for the sole purpose of determining who may come on-site at District campuses and offices in order to maintain a safe workplace. The Services include:

- a. Delivery of sample collection kits based on the number of tests ordered
- b. Training on how to collect samples
- c. Transportation of samples to Curative lab
- d. Lab processing
- e. Reporting of results through Curative’s online portal

Employee Testing:

All employees must sign a consent and waiver form prior to receiving the Services, and the District must designate a District Representative who oversees the collection process, manages the de-identification of employee samples, and serves as a primary contact point. All test results are reported back to the District Representative, and it is the District’s responsibility to decide the frequency of Services and course of action based on test results.

Amount and Method of Payment:

Curative will bill the District’s employees’ insurance or other third-party payors directly for the Services rendered pursuant to this Agreement. COVID-19 testing is a medically necessary basic health plan service for essential workers, including staff in the education sector. Health care plans must cover testing for school staff even if they are asymptomatic and there is no known or suspected exposure to a person with COVID-19. All employees affirm they have sought in-network coverage before sampling sample for the Curative test. There is no cost to the District for Services provided to its employees.

Student Testing:

If the District requests that Services be provided to its students, Curative will make good faith efforts to bill students' insurance or other third-party payors directly for the Services. If Curative does not receive payment from third party insurance programs for the Services provided to students including but not limited to, due to lack of required authorization, non-covered charges, lapsed patient coverage, or outdated or incorrect patient or insurance plan submitted, Curative will bill the District directly within forty-five (45) days of third-party payor denial and the District will be responsible for payment of either \$30-40 per student tested, depending on which option below is utilized:

1. \$30 per student – Swabs from five students are placed in one test tube for “pool” testing. If the pool tests positive, it would require another test of the five students from Curative, or potentially utilize an “on hand” antigen test at the school to detect the positive student.
2. \$40 per student – Swabs from five students are placed in individual test tubes and the lab mixes them, which would result in a slightly lower sensitivity. If the “pool” were to test positive, Curative could then run individual tests.

Individual (non-pooled) student testing will be billed at the rate of \$ 125 per student, to the District.

All other terms and conditions of the October 13, 2020 COVID-19 Testing Services Agreement for Schools between Curative and the Santa Clara County Office of Education shall apply to the District.

Curative, Inc.

_____ School District

By: _____
 Name:
 Title:

By: _____
 Name:
 Title: Superintendent

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Curative Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
430 South Cataract Ave.

6 City, state, and ZIP code
San Dimas, CA 91733

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

8	4	-	4	2	1	5	4	2	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Tami D.W. Curiana* Date ► *7/27/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 818-889-7240 Thorson Insurance Services License No. 0B60856 29899 Agoura Rd., Ste 110 Agoura Hills, CA 91301 Erick Thorson	CONTACT NAME: Erick Thorson PHONE (A/C, No, Ext): 818-889-7240 FAX (A/C, No): 818-889-2580 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B : Prop. & Cas. Ins Co of Hartford</td> <td>010777</td> </tr> <tr> <td>INSURER C : Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds of London		INSURER B : Prop. & Cas. Ins Co of Hartford	010777	INSURER C : Hartford Accident & Indemnity	22357	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Curative, Inc. Curative Labs Inc. Curative, LLC Curative-Korva, LLC 430 S. Cataract Ave. San Dimas, CA 91773															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			W2B7DE200101	06/08/2020	06/08/2021	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ see notes
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Agg Comb. \$ 5,000,000
	OTHER:						
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			72UECCD5730	07/06/2020	07/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72WECAF9E88	03/24/2020	03/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Professional Liability			W2B7DE200101	09/10/2020	05/08/2021	per claim \$ 5,000,000
							aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***30 Days Notice of Cancellation / 10 Days Notice for Non-Payment of Premium**
 Certificate Holder, its officers, officials, employees and volunteers are named as additional insured as respects general liability per endorsement, as required by written contract with the named insured. Endorsement request has been forwarded to the carrier.

CERTIFICATE HOLDER

CANCELLATION

<p style="text-align: center;">SANTAC1</p> <p>Santa Clara County Office of Education 1290 Ridder Park Dr. San Jose, CA 95131</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
--	--

NOTEPADINSURED'S NAME **Curative, Inc.****CURAT-1****OP ID: KP****PAGE 2**Date **10/21/2020****General Liability:**

Term Aggregate - all Coverages Combined - \$5,000,000

Each Claim - Products Medical Expenses Sublimit - \$10,000

Term Aggregate - Products Medical Expenses Sublimit - \$50,000

Each Claim - Products Medical Monitoring Expenses Sublimit - \$50,000

Term Aggregate - Products Medical Monitoring Expenses Sublimit - \$50,000