

AGREEMENT FOR HEALTHCARE SERVICES

(Contract SERA-TAS-07-2021)

This AGREEMENT FOR HEALTHCARE SERVICES, effective as of **July 13, 2021**, is made and entered into by and between **The Accelerated Schools**, Chartered Schools organized and existing in **Los Angeles**, with offices located at **4000 S. Main St., Los Angeles, CA 90037** (hereinafter the “TAS”), and **SeraCollection Research Services, LLC**, a **California** company, with a registered address located at **3317 W. Beverly Blvd, Suite 200, Montebello, CA 90640** (hereinafter the “Contractor”).

Whereas Contractor and TAS desire to enter into a relationship in which Contractor will provide COVID-19 Vaccination Services.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Services” means any and all services specified in the Statement of Work (as defined below).
- b. “Deliverables” means any tangible property, including software media, data, reports and results delivered to TAS under this Service Contract, as specified in the Statement of Work.
- c. “Project” means the combination of Services and Deliverables to be provided under this Agreement.

2. STATEMENT OF WORK

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which Contractor shall perform shall be specified in the Statement of Work—attached hereto as Attachment A—which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) price and payment schedule.

3. TERM

The term of this Agreement shall commence on **July 13, 2021**, and shall continue thereafter until terminated in writing by one of the parties, or as provided in Section 11 below.

4. TERMS OF PAYMENT

- a. PRICE: Services will be performed on a per-day basis, as indicated in the applicable Statement of Work. This agreement is effective for a minimum of 4 vaccination days - July 23rd & 24th & August 13th & 14th. Should the customer cancel any of these pre-scheduled days at no fault to the Company, the customer is liable for full payment. Any additional or unscheduled Services or Deliverables to be provided by the Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.
- b. PAYMENT SCHEDULE. TAS will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within **14** days of Contractor's invoice date. Interest may be charged on all amounts unpaid after **14** days at the annual rate of 1.5 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, the Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.
- c. TITLE AND SECURITY INTEREST: Contractor reserves a purchase money security interest in each Deliverable until payment of the Services is received. TAS agrees to sign, upon request, any documents necessary to protect Contractor's security interest in all Deliverables.

5. DUTIES OF CONTRACTOR; DESCRIPTION OF SERVICES.

- a. Contractor shall provide appropriately trained and licensed health care professionals and staff to administer COVID-19 vaccinations made available to TAS by the County of Los Angeles, all as more particularly set forth on **Exhibit A, Statement of Work**, in strict accordance with all terms and conditions of this Agreement. Contractor shall further provide and manage all personal protective equipment ("**PPE**") for Contractor's health care professionals and staff. Upon reasonable prior notice to Contractor, TAS may elect to deliver PPE and other equipment and materials to Contractor to be used by Contractor in performing the services, in which case Contractor shall be entitled to rely upon the delivery of such equipment by TAS, and Contractor shall adjust future purchase orders from Contractor's suppliers and subcontractors accordingly.
- b. As of the Effective Date, Contractor shall provide appropriately trained and licensed staff to operate mobile COVID-19 vaccination clinics at locations designated by TAS in consultation with Contractor, which may include any TAS campuses, facilities, and other sites, as more particularly specified on **Exhibit A**. TAS is responsible for coordinating vaccination dates and informing students and families. Contractor shall administer vaccinations to all available members of the target population who are properly registered and are present at each location during the time periods that Contractor is required to provide services under this Agreement. Contractor shall maintain adequate levels of staffing per vaccination team as described on **Exhibit A** to administer the number of vaccinations required for each location so as to achieve at all times the efficient administration of TAS' COVID-19 vaccination program, including, without limitation, reducing wait times at vaccination sites.

- c. Contractor and Contractor's agents and employees performing services under this Agreement shall comply with all provisions of the following that are applicable to the services required under this Agreement: (i) all operational plans and guides provided by TAS, which may dictate, among other things, ingress, egress, and path of travel, load-in and load-out procedures, timing, staging, staffing, security, equipment storage, and those other matters contained therein, (ii) instructions and training materials provided by the TAS from time to time, such guides as standard operating procedures, and (iii) all applicable rules, policies, procedures and regulations as adopted by the TAS from time to time for the use, occupancy and operation of the location (collectively, the "Rules and Regulations"), as well as all permits, plans and approvals required by the any federal, state or local governmental agency having appropriate jurisdiction over the services. Contractor acknowledges and agrees that the TAS may amend, revise, or modify Rules and Regulations from time to time. TAS may request that Contractor's personnel sign a waiver and release prior to performing any services.
- d. Contractor shall strive to provide staff that are linguistically and culturally competent. Contractor shall ensure that Contractor's staff shall at all times be adequately trained and prepared according to prevailing professional standards for providing services required under this Agreement and as required under the Rules and Regulations. As used in this Section, "Local Staff" shall mean individuals residing in the Greater Los Angeles Area (*i.e.*, Los Angeles County, Ventura County, San Bernardino County, Riverside County, and Orange County). Commencing on the Effective Date, Contractor shall in good faith use commercially reasonable efforts at all times to hire Local Staff and/or to transition out non-local hires to Local Staff for all roles based in Los Angeles County and shall diligently pursue such efforts until one hundred percent (100%) of roles based in Los Angeles County are comprised of Local Staff. Contractor shall, in any event, provide Local Staff for seventy five percent (75%) of roles based in Los Angeles County within ninety (90) days of the Effective Date. Contractor shall provide the TAS with written updates of Contractor's progress to engage Local Staff upon written request of the TAS, but in no event less frequently than the first of each month during the term of this Agreement until the local staffing requirement is met.
- e. Contractor shall implement, and reasonably cooperate in, active and effective quality assurance functions, to assure that all services under this Agreement are provided in a timely manner. Contractor shall actively assess the quality of the services at all times and work to improve any identified deficiencies. Contractor agrees to cooperate with TAS to objectively monitor and evaluate the services. TAS, in consultation with Contractor, may from time-to-time conduct satisfaction and quality assurance studies to ensure the consistency and integrity of the results of the studies in comparing them with other facilities and best practices. TAS will coordinate any such action or study with the Contractor in advance of its implementation to ensure there is no disruption to the services being performed by Contractor.
- f. Contractor shall investigate and respond appropriately to all quality issues that may be raised by the TAS' Office of Environmental Health & Safety, another TAS agency or any federal, state or local government agencies or boards having jurisdiction over the services and shall work with the TAS to resolve any quality and accessibility issues related to Contractor's services, subject to applicable laws and regulations. Contractor and TAS shall take corrective

action in any deficiencies identified through site reviews by TAS, federal, state, or local government agencies. Corrective action shall be accomplished as expeditiously as possible, except that if the deficiencies compromise the quality of care delivered under this Agreement, the TAS may require that Contractor temporarily cease providing the services under this Agreement in accordance with Section g.

- g. Contractor shall promptly notify the TAS of any notices, communications or statements of deficiencies related to the services, or other issues that might impede the services, that are received from, or identified by, any federal, state or local government agencies, of which Contractor has knowledge. Within one (1) business day of Contractor receiving any written notice or communication from any federal, state or local government agencies of such deficiencies or issues, Contractor shall provide a copy to the TAS, so that the parties may immediately meet and confer and thereafter correct any deficiencies or issues as expeditiously as possible. Failure by Contractor to provide notice and any other requested information and documents as set forth in this Section shall constitute a material breach of this Agreement. If, in the TAS' judgement, the identified deficiencies compromise the quality of care delivered by Contractor, the TAS may require that Contractor temporarily cease providing services until such deficiencies are resolved, and the parties shall reasonably cooperate to resolve any deficiencies or issues as expeditiously as possible. In order to require a temporary cessation under this provision, the TAS must give Contractor at least two (2) business day's written notice. Alternatively, the TAS may elect for the Contractor to continue to provide services while implementing (and under) a Corrective Action Plan (CAP) and such deficiencies are resolved.
- h. Contractor agrees to review and monitor the practice patterns of its professionals and staff providing services relating to this Agreement. Contractor agrees to use its best efforts to correct any problems that are identified. Contractor will inform the TAS of any self-identified problems, and any issues cited by external government agencies relating to this Agreement to the TAS and will comply with a quality assurance plan as agreed upon between Contractor and the TAS.
- i. Contractor shall immediately report any complaints received from a member of TAS population (or the public) receiving the services and, upon request by TAS, work to resolve that complaint promptly. If Contractor is unable to resolve a complaint received from a member of TAS population or the public to his or her satisfaction, Contractor shall notify such complainant that he or she may contact TAS' designated site administrator to pursue the complaint further. Contractor shall notify the Program Director immediately and cooperate with TAS in identifying, processing, and resolving all complaints regardless of whether they are written or oral. Complaints identified by TAS shall be handled in the same manner with Contractor. TAS personnel will first attempt to resolve the complaint(s) to result in the satisfaction of the complainant. TAS personnel will notify the Contractor of these efforts, and if satisfaction is not achieved, shall inform the Program Director to further engage in the next level of problem resolution.

6. ACCEPTANCE

The Deliverables, if any, shall be deemed accepted by TAS upon completion of the following acceptance:

a. Immediately upon receipt of said Deliverables, TAS shall confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work.

7. Assignment

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of TAS.

8. INDEPENDENT CONTRACTOR

While engaged in performance of this Agreement Contractor is an independent contractor and is not an officer, agent, or employee of TAS. Contractor is not entitled to benefits of any kind to which TAS employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Should any employee or agent of Contractor pursue an employment opportunity with the TAS, whether on their own initiative, or in response to solicitations, including but not limited to job postings published in newspapers, trade publications or websites, any services rendered as an employee or agent of Contractor pursuant to this Agreement shall not be considered time employed by the TAS.

9. WARRANTIES AND REMEDIES

a. Contractor warrants deliverable functionality substantially as defined in the Statement of Work.

b. TAS to complete full diligence on assessment of protocols to ensure compliance with regulations and internal policies and procedures.

c. Contractor further warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party.

d. Contractor confirms that all vaccines utilized to perform the Scope of Work fall under Emergency Use Approval (EUA) by the FDA. Should any products be removed from the EUA approval list, the Contractor will cease halt to the product.

10. LIMITATION OF LIABILITY

The total liability of Contractor to TAS from any cause whatsoever, will be limited to the lesser of TAS's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of TAS's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against the Contractor must be brought within one (1) year after the cause of action arises and TAS waives any statute of limitations which might apply by operation of law or otherwise.

11. INDEMNIFICATION

TAS shall defend, indemnify, and save Contractor harmless, at TAS's own expense, against any action or suit brought for any loss, damage, expense, or liability that may result by reason of an infringement of any patent, trademark, copyright, or trade secret based upon the normal and intended use of the Deliverables furnished to Contractor hereunder. Should any of the Deliverables furnished to Contractor hereunder become the subject of a claim of any infringement of a patent, trademark, copyright, or trade secret, TAS shall, at its option and expense, deliver non-infringing material, modify the material so that it becomes non-infringing, or procure for Contractor the right to continue using TAS's infringing material.

TAS agrees to indemnify and hold Contractor harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with TAS's use of the Deliverables.

12. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

13. TERMINATION

Termination of Project. TAS reserves the right to terminate a Project in whole or in part, upon 3 days written notice to the Contractor. In the event the Project is terminated by TAS prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by TAS, as expeditiously as possible. Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice

of termination from TAS, except as mutually agreed upon by the parties. In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

- a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b. Reimbursement for any non-cancelable services and commitments entered by Contractor, in connection with the Project being terminated, provided Contractor provides TAS with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within [#] days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

14. DELAY OR SUSPENSION OF WORK

If TAS's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and TAS will mutually agree to one of the following remedies:

- a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and TAS will continue to make all scheduled payments; or
- b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and TAS will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice TAS for any work performed to date of suspension.

Customer shall give client time to completely execute all documentation and audits post vaccine program completion.

15. CONFIDENTIALITY

Contractor and TAS acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each

party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure. The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable United States laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

16. PUBLICITY

Contractor may use TAS's name or mark and identify TAS as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing TAS's name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.

17. SUBCONTRACTING

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of TAS's materials. Subcontractors will be trained on all procedures necessary to perform the deliverables.

18. GENERAL TERMS

- a. This Service Contract shall be deemed to have been made, executed and delivered in the State of **California** and shall be construed in accordance with the laws of the State.
- b. **NOTICES.** Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as first set forth above. Emails may constitute as an Agreement, as confirmation is acknowledged by both parties.

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by TAS without Contractor's consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and TAS and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE EFFECTIVE DATE.

SeraCollection Research Services, LLC

Monica B. Lopez, CEO

07/13/2021

The Accelerated Schools

Vincent Shih, CFO

DATE

ATTACHMENT A

STATEMENT OF WORK (SOW)

Project for Highly Mobile Vaccination (“Project”)

1. Services Overview

SeraCollection will deploy teams to the *The Accelerated Schools* for Vaccinations. Each team will consist of a minimum of 6 Medical Personnel to administer an estimated daily 500 Vaccines at each stationary site with the ability to scale if needed to meet projected school demand. SeraCollection will return in 21 days for second dose administration.

SeraCollection recommends opening weekend Vaccination Sites to provide greater accessibility.

2. Detailed Description of Services, Work Product and Other Deliverables

SeraCollection will provide the following Services, Work Product, and other deliverables for Project during the SOW Term:

1. Provide Vaccination Mobilization Services through onsite Vaccination “Clinics” for students, families, and faculty. SeraCollection will provide the turnkey operation, mobilization, supplies and medical staffing to lead the vaccination objectives.
2. Obtain daily allotment of Vaccines from SeraCollection HUB in Montebello, CA.
3. SeraCollection will manage the cold-chain distribution and delivery to the specified vaccination locations. The RN Project Manager will ensure that vaccinations are managed and administered specific to the pharmaceutical brand of Vaccine.
4. SeraCollection will provide Vaccine scheduling software with handheld devices for clinical staff to manage Vaccine and Testing appointments and records, including secure internet connectivity; SeraCollection to provide backup internet service at each facility, if and as needed.
5. SeraCollection to provide personnel (listed in section 3) to administer vaccinations.
6. SeraCollection to provide the following equipment for each day of vaccinations:
 1. Turnkey highly Mobile Vans for vaccine allocation and transportation.
 2. Minifridges for distribution of Vaccines to sites.
 3. Temperature Controlled coolers to store vaccines onsite.
 4. Uninterrupted protected power with a heavy-duty alternator as back up.
 5. PPE and medical supplies (other than the Vaccine) for vaccinators, registration, and observers
 6. Epi-Pens
 7. First-Aid Kit
7. SeraCollection to provide the appropriate signage and clearly identify the Vaccine and Testing clinic and to direct potential clients to the appropriate location for Vaccine and Testing administration. Each unit will possess:

- a. 2 – 10-foot banners, visible on all points of access to the Vaccine Site
 - b. A-frame signs
 - c. 6 ft Distance Markers
8. SeraCollection will manage, track, and report any unused vaccination doses to the local health department as required.
9. Reporting:
 1. State Reporting: SeraCollection will ensure reporting into the State’s Vaccine Daily Results Survey by 8:00pm each day. The survey includes County, Site Name (Drop down filtered by County), Site Status, POC Name and Email as per State specifications.
 2. Charter School Reporting: SeraCollection shall provide daily Vaccination reports to each Charter School by 7:30 PM PST. The Survey includes County, Site Name (Drop down filtered by County), Site Status, POC Name and Email, and the following (for each type of Vaccine and Testing):
 - • Quantity of Vaccinations Administered.
 - • Dose count at beginning of day.
 - • First doses administered.
 - • Second doses administered.
 - • Doses damaged.
 - • Doses remaining at end of day and returned.
 - • Doses transferred in and out.
 3. Adverse Reaction Reporting: SeraCollection’s Medical Director will be notified about all adverse events that are suspected to be result of vaccination. The Medical Director may require the vendor to submit the event to the CDC Adverse Event Reporting System (VAERS).
 4. Post vaccination, SeraCollection will collect data about vaccination on LAUSD issued equipment after receiving consent from the student and faculty.
10. SeraCollection will administer Vaccinations in accordance with applicable governmental requirements, including but not limited to the approved label for the Vaccines, and requirements established by the federal Centers for Disease Control and Prevention (“CDC”) and the laws of the state in which the Vaccine and Testing is administered.
11. SeraCollection will not vaccinate Personnel who do not consent to vaccination and reserves the right not to vaccinate patients who refuse to provide responses to required intake questions.
12. SeraCollection shall make all required disclosures to public health agencies for vaccinations administered by SeraCollection.
13. SeraCollection will comply with all applicable FDA adverse event reporting requirements. Immunizers will be equipped with appropriate equipment and medications, such as epinephrine and antihistamines, to assess and treat adverse reactions.
14. SeraCollection will provide safety observers to guide patients to established area on site and monitor for (at minimum) 15 minutes (or as directed by Vaccine and Testing manufacturer) and follow protocols as described in further detail on *Appendix A* attached hereto.

15. Biomedical Waste

a. SeraCollection will provide adequate biomedical waste disposal to each site, including *sharps* containers to store material and 1-gal lockable soft-storage containers.

b. All *sharps* containers will be collected and returned to the SeraCollection HUB.

16. Registration Support

a. This proposal assumes that SeraCollection will utilize the MyTurn.ca.gov or LAUSD's Microsoft platform that will include all reporting aspects to the State and Local Health Authorities. SeraCollection will assist in any duties to ensure this is completed in a timely manner.

b. SeraCollection has the ability to provide a Vaccine scheduling and administration system. SeraCollection will provide staff to register Vaccine recipients using state provided hardware and software. SeraCollection will provide training on state provided software and hardware if needed. SeraCollection will enter or upload vaccination data.

17. Logistical Support

1. SeraCollection will schedule in advance for a "*Student Vaccination Day*".
2. SeraCollection will provide Vaccinations at a minimum of schools as requested.
3. SeraCollection will provide a Mobile Unit/Van with refrigeration to distribute vaccines to each school vaccination site and return unused vaccines daily.
4. TAS will designate Vaccination stations (preferably Gym/Auditorium or cafeteria). Tables and chairs to be provided by the school. If Vaccinations are provided outdoors, TAS shall provide awnings and appropriate traffic control signs and cones.

Travel and set up times are included in the proposal.

Such Services, Work Product and other deliverables shall be provided in accordance with and conform in all material respects with the Specifications (defined below) set out above.

Any work commenced prior to the SOW Effective Date in connection with the Project herein shall be subject to and governed by the terms and conditions of this SOW and the Agreement.

3. SOW Term & Project Schedule

This SOW shall be effective upon the date of signature of Consultant and the TAS authorized officials ("SOW Effective Date"). The initial term of this SOW shall commence on the SOW Effective Date and continue until the second dose is completed ("**SOW Term**"). The Initial SOW Term can be mutually renewed in writing at the conclusion for additional periods (each, a "Renewal SOW Term"), unless either party has given the other party written notice of its

election not to have the SOW Term renewed, subject to any earlier termination of this SOW as set forth herein. The Initial SOW Term, together with any and all Renewal SOW Terms, is collectively referred to as the “SOW Term.”

TAS shall have the right to terminate this SOW Term upon seven (7) calendar days’ written notice to SeraCollection.

4. Personnel

SeraCollection will provide its own resources required for this SOW.

SeraCollection’s SOW Terms shall include: 1-Driver (per mobile van per school)

Each Team:

Medical Director (off-site)

1 RN Project Manager

1 Vaccine Reconstitution Technician

3 Vaccinators (MA’s, LVN, RN, etc)

1 Check-in & Registration

5. Budget (8-hour Clinic)

\$19,058 Per Day- All Inclusive

6. Dates of Services

First Doses: July 23rd & 24th, 2021

Second Dose: August 13th & 14th, 2021