



AGREEMENT BETWEEN THE NETHERLANDS AND AMI EXPEDITIONARY HEALTHCARE

This Agreement is entered into this 1st day of September, 2020, by and between the State of the Netherlands, hereby duly represented by the Ministry of Health, Welfare and Sports of the Netherlands, hereinafter called "the Netherlands" and AMI Expeditionary Healthcare, hereinafter called "Contractor."

* * *

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing medical support personnel and services to the countries of Sint Maarten, Aruba and Curaçao, all countries that are part of the Kingdom of the Netherlands, as outlined in Exhibit A; and

Whereas, pursuant to applicable law of The Netherlands, and in light of the existing local emergency and local health emergency, the undersigned signatory has the authority to enter into this Agreement on behalf of The Netherlands to prevent or mitigate the loss or impairment of life, health, property or essential public services. The competent court is the court in The Hague.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C - Proposal

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services described in Exhibit A ("Services") for The Netherlands in accordance with the terms, conditions, and specifications set forth in this Agreement and its exhibits.

3. Payments

In consideration of the Services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, The Netherlands shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The Netherlands reserves the right to withhold payment if Contractor has materially failed to perform the Services in accordance with the requirements of this Agreement. In the event that The Netherlands makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by The Netherlands at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall begin for all countries on September 1, 2020.

The contract will terminate for all locations on March 1, 2021. The term of this contract may be extended by mutual agreement of The Netherlands and Contractor provided that the Contractor is given 30 days' notice by The Netherlands.

5. Termination

This contract may be terminated by the Contractor or The Netherlands at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for Services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the Services actually completed to the Services required by the Agreement.

The Netherlands may terminate this Agreement or a portion of the Services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after The Netherlands learns of said unavailability of outside funding.

The Netherlands may terminate this Agreement for cause. In order to terminate for cause, The Netherlands must first give Contractor notice of the alleged breach. Contractor shall have seven (7) business days after receipt of such notice to respond and a total of ten (10) business days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, The Netherlands may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that The Netherlands provides notice of an alleged breach pursuant to this section, The Netherlands may, in extreme circumstances, immediately suspend performance of Services and payment under this Agreement pending the resolution of the process described in this paragraph. The Netherlands has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and The Netherlands shall use reasonable judgment in making that determination.

Contractor may terminate this Agreement for cause in response to The Netherlands's material breach of this Agreement. In order to terminate for cause, Contractor must first give The Netherlands notice of the alleged breach. The Netherlands shall have seven (7) business days after receipt of such notice to respond and a total of ten (10) business days after receipt of such notice to cure the alleged breach. If The Netherlands fails to cure the breach within this period, Contractor may immediately terminate this Agreement without further action. In the event that Contractor provides notice of an alleged breach pursuant to this section, Contractor may, in extreme circumstances, immediately suspend performance of Services under this Agreement pending the resolution of the process described in this paragraph. Contractor has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and Contractor shall use reasonable judgment in making that determination, provided, however, a failure of The Netherlands to provide the necessary equipment, supplies and consumables set forth in Exhibit A, Section 2, shall be deemed extreme circumstances.

6. Flexible Staffing Considerations

The Contractor acknowledges that the COVID-19 situation in each of the countries changes considerably from week to week. Consequently, the Contractor agrees to make best efforts to be responsive to changes in staffing levels for each country, both in terms of increases and reductions in personnel as well as modifications to the composition of tradecraft groups. Additionally, the Contractor understands that all personnel deployed to these countries, including the permanent staff on Sint Maarten, may be asked to travel as part of a surge response to other countries in the Caribbean as directed by The Netherlands.

7. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of The Netherlands and shall be promptly delivered to The Netherlands. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

8. Relationship of Parties

Contractor agrees and understands that the Services performed under this Agreement are performed as an independent contractor and not as an employee of The Netherlands and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of The Netherlands employees.

9. Hold Harmless

Contractor shall indemnify and save harmless The Netherlands and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any Services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents, caused by the acts or omissions of Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging, caused by the acts or omissions of Contractor or its employees/officers/agents;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with applicable laws and regulations regarding patient privacy; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor and/or its officers, agents, employees, or servants. Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which The Netherlands has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The Netherlands shall indemnify and save harmless Contractor and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any Services required of The Netherlands under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including The Netherlands employees/officers/agents, caused by the acts or omissions of The Netherlands or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging, caused by the acts or omissions of The Netherlands or its employees/officers/agents; or

(C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of The Netherlands and/or its officers, agents, employees, or servants. The Netherlands's duty to indemnify and save harmless under this Section shall not apply to damage or injuries to or death of any person for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

10. Limitation of Liability

In recognition of the relative risks and benefits of the Services performed in connection with the Agreement to both The Netherlands and Contractor, the risks have been allocated such that The Netherlands agrees, to the fullest extent permitted by law, to limit the liability of the Contractor to The Netherlands for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees (if applicable) and costs and expert-witness fees and costs, so that the total aggregate liability of Contractor to The Netherlands arising from any Services performed in connection with the Agreement shall not exceed the available insurance proceeds from Contractor's policies of insurance, provided Contractor procures and maintains the insurance required by this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, and except to the extent such liability or cause of action is based on willful misconduct or fraud.

11. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide Services required by Contractor under this Agreement without the prior written consent of The Netherlands. Any such assignment or subcontract without The Netherlands's prior written consent shall give The Netherlands the right to automatically and immediately terminate this Agreement without penalty or advance notice.

12. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by The Netherlands's risk management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish The Netherlands with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to The Netherlands of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... USD \$ [REDACTED]
- (b) Motor Vehicle Liability Insurance... USD \$ 5.1.1c
- (c) Professional Liability..... USD \$ [REDACTED]

The Netherlands and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to The Netherlands and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if The Netherlands or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, The Netherlands, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

All Services to be performed by Contractor or The Netherlands pursuant to this Agreement shall be performed in accordance with all applicable laws, ordinances, and regulations of The Netherlands. Such Services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Retention of Records; Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to Services provided under this Agreement for three (3) years after The Netherlands makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by The Netherlands.
- (b) Contractor shall comply with all program and fiscal reporting requirements of The Netherlands.
- (c) Contractor agrees upon reasonable notice to provide to The Netherlands, to The Netherlands's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of Services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of The Netherlands. Any dispute arising out of this Agreement shall be venued in The Netherlands.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States or The Netherlands mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt. In the case of The Netherlands, to:

Ministry of Health, Welfare and Sport
 Department of Health and Youth Caribbean Netherlands
 PO Box 205350
 2500 EJ The Hague
 The Netherlands

In the case of Contractor, to:

Name/Title: 5.1.2e
 Address: 11150 Sunset Hills Road, Suite 307, Reston, VA 20190
 Telephone: +1 5.1.2e
 Facsimile: +1 5.1.2e
 Email: randy.5.1.2e@ami.health

18. Electronic Signature

Both The Netherlands and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and The Netherlands's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

The Contractor understands that The Netherlands will have sole authority to direct The Contractor to proceed with any actions. Any directive from The Netherlands regarding this Agreement, including changes and/or a Notice to Proceed instruction from The Netherlands must have the concurrence and/or signature of Mr. 5.1.2e.

19. Miscellaneous

This Agreement, when fully executed, shall supersede any and all prior and existing agreements between The Netherlands and Contractor that pertain to the Services to be performed, either oral or in writing. Any amendment or modification must be made by written amendment. Except to the extent otherwise provided in the Agreement, no term or provision of the Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any other different or subsequent breach. The Netherlands warrants and represents that it is authorized to enter into the Agreement, and that the person signing on its behalf is duly authorized to execute the Agreement, and that no other signatures are necessary.

20. Facility Compliance

Because The Netherlands controls the facilities where Assigned Employees will work, it is agreed that The Netherlands is primarily responsible for compliance with any applicable laws and regulations comparable to the Occupational Safety and Health Act to the extent such laws apply to the Assigned Employees assigned to the Client's facilities.

21. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval requested by The Netherlands at Contractor's own expense prior to commencement of said Services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

AMI EXPEDITIONARY HEALTHCARE

5.1.2e	9/2/2020	5.1.2e
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTRY OF THE NETHERLANDS

5.1.2e	2-9-2020	5.1.2e
_____ Signature	_____ Date	_____ Name (please print)

Exhibit A

In consideration of the payments set forth in Exhibits B and C, Contractor shall provide the following services:

1) COVID-19 Support for the Dutch Caribbean on the Islands of Sint Maarten, Aruba and Curaçao

Contractor will provide the services of the medical and support personnel listed below ("Assigned Employees"). All clinical personnel shall possess the appropriate licensing and certifications to engage in their scope of practice within the United States and will require Sint Maarten, Aruba and Curaçao to approve of such licensing and certifications for the full term of the Agreement, and shall at all times perform within their respective scope of practice, making a best effort to deliver the highest quality care and services possible in light of prevailing circumstances.

All personnel shall conduct themselves professionally at all times and strictly adhere to infection control guidance provided by and standards of the United States Centers for Disease Control and Prevention *and* guidance provided by the government of Aruba, Curacao and/or St. Maarten.

The Netherlands's Health Officer, the Health Officers of each respective country, Emergency Medical Services Director of each respective country, Emergency Medical Services Medical Director of each respective country or their respective designee(s) in each respective country shall have the authority consistent with their obligations under the law to direct the clinical services provided by and / or remove from delivering service any of Contractor's personnel who in their sole determination provide unacceptable risk to the public health and safety.

The Netherlands and/or the public health officials in each country shall additionally perform the following:

- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit the Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Contractor's express prior written approval.
- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
- Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
- Not change Assigned Employees' job duties without Contractor's express prior written approval.

Contractor shall replace any member of the COVID-19 medical support services who for any reason is unable to continue providing services under the terms of this Agreement, providing a suitable and like provider within 72 hours.

The Sint Maarten team is being deployed to support the operation of the ICU in that country. The composition of the Sint Maarten SMMC support team will be:

- One (1) Project Manager
- One (1) Deputy Project Manager
- Three (3) Critical Care Physicians
- Six (6) ICU Nurses
- Six (6) Paramedics
- Three (3) Respiratory Therapists
- Four (4) Registered Nurses

- Six (6) Certified Nursing Assistants
- Two (2) Case Worker
- One (1) Support Analyst
- One (1) Logistician

This SMMC team will begin work on Sep 1st, 2020. Each team member will work 12-hours a day 7 days per week for six (6) months.

AMI will maintain a seven (7) person Contact Tracing Team in St. Maarten consisting of one epidemiologist and six (6) registered nurses. Each team member will work 8- hours a day 5 days per week for a total of 40 hours per week.

A total of twenty-four (24) staff members will be deployed to Curacao as follows:

- Four (4) Critical Care Physician
- Twenty (20) Critical Care Nurses
- One (1) Physician Assistant

A total of thirty (30) staff members will be deployed to Aruba as follows:

- Six (6) Critical Care Physician
- Twenty-four (24) Critical Care Nurses

In addition to the above personnel, the following staff will also be deployed:

- Two (2) Project Managers (one on Aruba and one on Curaçao)
- One (1) Logistician (Miami)

These 57 personnel will begin work on September 1, 2020. Each team member will work 8-hours a day 5 days per week for six (6) months. All additional personnel will arrive to Aruba on September 7th, 2020.

A total of twenty additional staff members will be deployed to Aruba beginning Sept 7th as follows:

- Four (4) Critical Care Physician
- Sixteen (16) Critical Care Nurses

2) Equipment, Supplies and Consumables

The Contractor will provide the following supplies, equipment and consumables:

- Personal Protective Equipment (PPE) consistent with infection control guidance provided by and standards of the United States Centers for Disease Control and Prevention
- A designated number of COVID-19 on-site testing kits for testing of its staff

3) AMI shall maintain appropriate medical records and will work with each country and The Netherlands to determine best system for doing so; AMI shall ensure transfer of records to each country to ensure continuity of care. Each country shall, subject to applicable law, provide Contractor and its agents and the Assigned Employees access to and copies of (at no charge to Contractor or the Assigned Employees) such records as are reasonably necessary to assist or enable Contractor and/or the Assigned Employees to provide services hereunder or otherwise to provide care for such patients; to defend themselves in litigation, administrative proceedings, or other claims; or for compliance activities.

4) All staff deployed may be requested to assist public health services on the islands for services such as contact tracing, testing, screening, etc. In the event staff are requested to support public health services, they will work under the authority of the department of public health in that respective country, not the hospital.

5) The Contractor shall be responsive to guidance provided by the local health authorities in each respective country, to include the Ministries of Public Health, Hospital Management systems and Epidemiological bodies formed to combat COVID-19. Notwithstanding such responsiveness, the Contractor acknowledges that any requests for additional services, to include augmenting staff, must be approved by The Netherlands and any requests made by the respective countries that generate added costs must be approved by The Netherlands.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, Contractor shall invoice The Netherlands on a weekly basis for its actual *pro rata* costs and The Netherlands shall pay to Contractor within seven (7) days, and in no event more than fourteen (14) days of receipt of invoice accurately setting forth said charges based on the following fee schedule and terms:

Pricing Schedule (amounts USD):

Category	Weekly Cost	Notes	
Sint Maarten			
SMCC Staff (beginning September 1, 2020)			
Project Manager	5.1.1c		
Deputy Project Manager			
Critical Care Physicians			
ICU Nurses			
Paramedics			
Respiratory Therapists			
Registered Nurses			
Certified Nursing Assistants			
Case Worker			
Logistician			
PPE			
Insurance			Per Month
Testing (HEP, MRSA, etc.)			One-time charge/Not included in monthly total
Total Monthly SMMC			
CPS Staff			
Registered Nurses	5.1.1c		
Epidemiologist			
Insurance			Per Month
PPE			
Total Monthly CPS			
Total Monthly Sint Maarten	\$		
Aruba			
Team (beginning September 1st, 2020)			
Physicians	5.1.1c		
Project Manager			
ICU Nurses			
PPE			
Insurance			Per Month
Testing (HEP, MRSA, etc.)			One-time charge/Not included in monthly total
Team (beginning September 7th, 2020)			
ICU Nurses	5.1.1c		
Physicians			
PPE			
Insurance			Per Month
Testing (HEP, MRSA, etc.)			One-time charge/Not included in monthly total
Total Monthly Aruba			
Curacao			
Team (beginning September 1st, 2020)			
ICU Nurses	5.1.1c		
Project Manager			
Physicians			

Physician Assistant		
PPE	5.1.1c	
Insurance		Per Month
Team (beginning September 10th, 2020)		
ICU Nurses		
PPE	5.1.1c	
Insurance		Per month
Total Monthly Curacao		
Additional Charges		
Test Kits		One time charge/Not included on monthly total
Logistician (Miami)		Monthly: \$ 5.1.1c
Flights and transport ¹	5.1.1c	See Proposal
Lodging ²		See Proposal
Per diem		Meals provided by host countries
Total Monthly Costs		

¹ **Flights and transport** includes all flights to move clinical personnel to Miami and scheduled commercial flights from Miami to the three countries. Should commercial flights be suspended, AMI will arrange charter flights for the movement of its personnel between Miami and the three countries. These charges will be billed to The Netherlands at cost.

² **Lodging** includes overnight hotel accommodation in Miami for all clinical personnel. Lodging in each country is the responsibility of the host country and/or The Netherlands.