



AMENDED AGREEMENT BETWEEN THE NETHERLANDS AND AMI EXPEDITIONARY HEALTHCARE

This Amended and Restated Agreement (the "Amended Agreement") is entered into this 5th day of May, 2020 (the "Effective Date"), 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." This Amended Agreement incorporates and supersedes the original Agreement between the Netherlands and the Contractor (the "Original Agreement") signed on 14 April 2020 attached hereto as Exhibit D.

* * *

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing medical support personnel and services to the country of Curacao, a country that is 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 Amended 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 Amended Agreement as follows:

1. Exhibits and Attachments

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

- Exhibit A – Services
- Exhibit B – Payments and Rates
- Exhibit C – Revised Proposal
- Exhibit D – Original Agreement
- Exhibit E – Financial Reconciliation of Original Agreement

2. Services to be performed by Contractor

In consideration of the payments set forth in this Amended 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 Amended Agreement and its exhibits. With prior consent from the Netherlands, the Contractor may engage a subcontractor, Healthcare Workforce Logistics (HWL), to fulfill certain staffing requirements required for the Services to be provided hereunder. Specifically, HWL specializes in the recruitment and placement of ICU physicians.



3. Payments for the Revised Proposal

In consideration of the Services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Amended 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 Amended 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 Amended Agreement.

4. Payments for the Original Agreement

In consideration of the Services provided by Contractor in accordance with all terms, conditions, and specifications set forth in the Original Agreement (Exhibit D), The Netherlands shall make payment to Contractor based on the rates and in the manner specified in Exhibit E (Financial Reconciliation of Original Agreement). Exhibit E provides a reconciliation of the payment to be made by the Netherlands to the Contractor for the period of April 14, 2020 to the Effective Date of the Amended Agreement. In consideration of the covenants, agreements and undertakings of the Parties under this Amended Agreement, effective upon the satisfaction of the parties' obligations under this Section 4, each party, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, "Releasors") hereby releases, waives, and forever discharges the other party and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Claims"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Amended Agreement arising out of or relating to the Original Agreement.

5. Term

Subject to compliance with all terms and conditions, the term of this Amended Agreement shall begin on the Effective Date and continue thereafter for 90 days, unless terminated as provided for herein. Upon 96-hour written notice from The Netherlands to the Contractor the term of this Agreement shall renew for up to 2 additional 15-day terms for up to a maximum total of 120 days of service. The term of this contract shall end no later than ninety (90) days after it is initiated and may be extended by mutual agreement of The Netherlands and Contractor.

6. Termination

This Amended Agreement may be terminated by Contractor or by The Netherlands Representative or his/her designee 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 Amended 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 Amended Agreement.



The Netherlands may terminate this Amended 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 Amended 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 Amended 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 Amended 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 Amended Agreement for cause in response to The Netherlands's material breach of this Amended 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 Amended 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 Amended 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.

The Netherlands may not terminate this contract due to the Contractor's inability to meet medical testing conditions incremental to those listed below that may be instituted by Curacao after the Contractor's personnel have arrived onto the island. Prior to placement each Service Provider shall receive the following tests with the following results (if stated):

- COVID-19 tests with negative results;
- HEP B panel showing that such Services Providers are not active HEP B carriers and also have some level of immunity; and
- MRSA tests, following such tests all Service Providers will undergo a standard evidence-based protocol for decolonization for all Service Providers whether they test positive or not. The Netherlands acknowledges and agrees that retesting for MRSA once on Curacao may result in findings that suggest Service Providers are still colonized or have been recolonized, and, further, agrees that such findings shall not be considered a breach under this Amended Agreement or grounds for termination. The parties acknowledge and agree that the sole remedy for such findings shall be an additional round of treatment for MRSA to be administered upon the request of Curacao.

AMI will coordinate directly with Curacao to provide a booster for any Service Provider whose titers suggest a potential benefit from additional immunization challenge.

If any repeat testing, not contemplated above, provides any result in question all parties agree to a good faith science-based discussion to address concerns and actions.

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7. Contract Materials

At the end of this Amended 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 Amended 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 Amended 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 Amended Agreement, the performance of any Services required of Contractor under this Amended Agreement, or payments made pursuant to this Amended 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 Amended Agreement, the performance of any Services required of The Netherlands under this Amended Agreement, or payments made pursuant to this Amended 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;
- (C) damages, fines, penalties, liabilities, litigation, actions, judgments, awards, attorneys' fees, costs, and expenses of whatsoever kind that result from a claim by any individual or government agency, or determination by any national, federal, state, or local court, arbitrator, government agency or other entity,

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that any of the medical or support personnel provided by the Contractor for performance of the Services should have been treated by Contractor as an employee rather than an independent contractor for any purpose whatsoever; or

(D) 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.

The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any claim or other action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such claim or other action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any claim or action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 9 shall not relieve the indemnifying party of its obligations under this Section 9 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10. Limitation of Liability

In recognition of the relative risks and benefits of the Services performed in connection with the Amended 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 Amended Agreement shall not exceed the available insurance proceeds from Contractor's policies of insurance, provided Contractor procures and maintains the insurance required by this Amended 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.

Further Contractor will not be held responsible or liable if performance is delayed, interrupted or prevented by conditions of nature or the elements, the intentional or negligent acts of man, scarcity of, or inability to obtain or use, equipment, material or personnel, any order, rule, regulation, law or necessity of federal, state or local government or court, or as the result of any cause or circumstance reasonably beyond the control of the Contractor.

11. Assignability and Subcontracting

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



12. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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...
- (b) Motor Vehicle Liability Insurance...
- (c) Professional Liability.....

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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 Amended Agreement to the contrary, immediately declare a material breach of this Amended Agreement and suspend all further work and payment pursuant to this Amended Agreement.

13. Compliance With Laws

All Services to be performed by Contractor or The Netherlands pursuant to this Amended 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

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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 Amended 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 Amended 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 Amended 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 Amended Agreement, including the Exhibits and Attachments attached to this Amended Agreement and incorporated by reference, constitutes the sole Amended Agreement of the parties to this Amended 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 Amended Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Amended Agreement, the provisions of the body of the Amended 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 Amended Agreement and of its terms, the rights and duties of the parties under this Amended Agreement, the interpretation of this Amended Agreement, the performance of this Amended Agreement, and any other dispute of any nature arising out of this Amended Agreement shall be governed by the laws of The Netherlands. Any dispute arising out of this Amended Agreement shall be venued in The Netherlands.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Amended 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

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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: 5.1.2e
Facsimile: 5.1.2e
Email: 5.1.2 5.1.2e @ami.health

18. Electronic Signature

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

19. Miscellaneous

This Amended 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 Amended Agreement, no term or provision of the Amended 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 Amended Agreement, and that the person signing on its behalf is duly authorized to execute the Amended Agreement, and that no other signatures are necessary.

20. Facility Compliance.

Because The Netherlands controls the facilities where Service Providers 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 Service Providers 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 Amended Agreement.

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

AMI EXPEDITIONARY HEALTHCARE

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Cont

5.14.20
Date

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COUNTRY OF THE NETHERLANDS

5.1.2e
Signature

18-5-2020
Date

5.1.2e
Name (please print)

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Exhibit A

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

1) Medical Task Force Services for The Netherlands

Contractor will provide the services of the medical and support personnel listed below ("Service Providers" or "SPs") in two (2) phases. All clinical personnel shall possess the appropriate licensing and certifications to engage in their scope of practice within the United States and will require Curacao to approve of such licensing and certifications for the full term of the Amended 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 Curacao.

The Netherlands's Health Officer, Curacao Health Officer, Emergency Medical Services Director, Emergency Medical Services Medical Director or their respective designee(s) 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. Said Officers or their respective designees shall use reasonable judgment in making such a determination.

The Netherlands and/or Curacao shall additionally perform the following:

- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit the Service Providers 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 Service Providers 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 Service Providers from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Service Providers' compensation or benefits.
- Not change Service Providers' job duties without Contractor's express prior written approval.

Contractor shall replace any member of the Medical Task Force who for any reason is unable to continue providing services under the terms of this Amended Agreement, providing a suitable and like provider within 72 hours.

The Phase 1 team composition will be:

- Two (2) Project Managers
- One (1) Logistician
- Five (5) ICU Medical Doctors
- Ten (10) ICU Registered Nurses
- Eight (8) Nurse Practitioners or Physicians Assistants
- Eight (8) Registered Nurses

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- Eight (8) Respiratory Therapists or Critical Care Paramedics

The Phase 1 team will form shifts in order to meet 40-56 hour-per-week work requirements for up to thirty (30) days. After fourteen (14) days of the initial deployment and upon the direction of Curacao and with the consent of the Netherlands, the Contractor will add the following Phase 2 personnel to its team in Curacao:

The Phase 2 additions will be:

- Twenty-seven (27) ICU nurses
- Five (5) registered nurses

NOTE: PHASE 2 MOBILIZATION WILL BEGIN 14 DAYS AFTER THE ARRIVAL OF PHASE 1 PERSONNEL ON CURACAO

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 patient records and will work with Curacao and The Netherlands to determine best system for doing so; AMI shall ensure transfer of records to Curacao or its designee, as appropriate, to ensure continuity of care. Curacao shall, subject to applicable law, provide Contractor and its agents and the Service Providers access to and copies of (at no charge to Contractor or the Service Providers) such patient records and other records as are reasonably necessary to assist or enable Contractor and/or the Service Providers 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) At the request of the Curacao hospital leadership, AMI will provide training to local staff in specified subject matters identified by the hospital leadership. Once these subjects are defined, an appropriate syllabus and training schedule will be created by AMI's Project Manager in coordination with our training department at company headquarters.
- 5) If required, AMI acknowledges that the Netherlands and/or the Government of Curacao may request that members of AMI's clinical team deploy to other venues in the Caribbean to provide surge clinical support to other medical operations impacted by COVID-19. Any such personnel movements will be coordinated directly with AMI headquarters in Reston, VA.

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Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Amended 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 – PHASE 1 (amounts USD):

Category	Weekly Cost	Notes
Project Managers	5.1.1c	
Logistician		
ICU Medical Doctors		
ICU Registered Nurses		
Nurse Practitioners or PAs		
Registered Nurses		
Respiratory Therapists or CCPMs		
Flights and transport ¹	See Proposal	See Proposal
Lodging ²	See Proposal	See Proposal
Per diem	N/A	Provided by the Government of Curacao

Pricing Schedule – PHASE 2 (amounts USD):

Category	Weekly Cost	Notes
Project Managers	5.1.1c	
Logistician		
ICU Medical Doctors		
ICU Registered Nurses		
Nurse Practitioners or PAs		
Registered Nurses		
Respiratory Therapists or CCPMs		
Flights and transport ¹	See Exhibit C	See Exhibit C
Lodging ²	See Exhibit C	See Exhibit C
Per diem	N/A	Provided by the Government of Curacao

¹ **Flights and transport** includes all US domestic flights to move clinical personnel to Miami, charter flight from Miami to Curacao, charter flight from Curacao to Miami, and US domestic flights to return all clinical personnel to their homes. See proposal for breakdown. Additional flight charges to those noted in the Proposal may be incurred due to staff rotations.

² **Lodging** includes overnight hotel accommodation in Miami for all clinical personnel. Lodging in Curacao is the responsibility of the Government of Curacao. See proposal for breakdown. The parties acknowledge and agree with the exception of language concerning costs associated with "Flights and transport" and "Lodging", Exhibit C is not legally binding and is only attached to the Amended Agreement for convenience of the parties.



Exhibit C

**The Netherlands
Curacao**

Revised Commercial Proposal
April 30th, 2020

AMI
11150 Sunset Hills Road,
Suite 307
Reston, VA 20190

Contact

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This proposal includes data that shall not be disclosed outside of the Netherlands and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Aspen Medical as a result of—or in connection with—the submission of this data, the Netherlands shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Netherlands's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in the entire proposal.

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1 Executive Summary

AMI Expeditionary Healthcare, LLC (AMI), formerly named Aspen Medical International, has a proven track record providing deployable solutions for the provision of Intensive Care Services, Infectious Disease Management Teams, and Aero-Medical Evacuation Teams (AMET) in austere settings. The solution that follows is built on that experience. The company's proposal represents an economical, credible and low-risk solution that provides significant value for the resources deployed. Our stringent governance and credentialing procedures ensure that the all of our clients receive essential medical care and high-quality clinical solutions.

Our services range from health consultancies and deployment of single-person aid posts and mobile clinics through to full field hospitals and global aeromedical evacuation solutions. AMI can provide people, facilities, equipment, consumables, pharmacy products, procedures or any combination of these services anywhere in the world.

AMI understands and appreciates the challenging environmental conditions that characterize a pandemic response effort. Typically, stringent infection control protocols and rigorous clinical practices are required to manage a successful pandemic response. This is an environment that AMI is both familiar with and where we excel. We have demonstrated experience successfully delivering pandemic response services in Liberia, Sierra Leone, Guinea Conakry, South Sudan, and the DRC and will apply our proven methodologies to the COVID-19 crisis in Africa.

Since February 2020, AMI has also been on the front lines of the COVID-19 response as the prime contractor to the Department of Health and Human Services (DHHS) for emergency medical services (DMAT and TCCT). We have operated numerous clinical facilities that provide treatment, isolation and quarantine services for infected individuals. AMI is very familiar with the inherent challenges and methodologies involved in mitigating the risks associated with a pandemic outbreak as well as the deployment of effective solutions.

2 Medical Personnel to Curacao:

AMI will rapidly deploy an ICU clinical team to manage an expanded ICU Ward located in Curacao.

AMI understands that this facility is to provide care to patients that have tested positive for the COVID19 so all safety and infection control procedures must be met. Personnel

Protective Equipment (PPE) N95 mask and nitro gloves, and all other precautions should be worn at this time.

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AMI will provide daily operational status to the Netherlands/Curacao inclusive of patient census data. Moreover, AMI will communicate with the Netherlands/Curacao contingent during the operation to provide detailed reports within the period of operation.

3 Equipment, Supplies and Consumables

- * AMI will provision and deploy all necessary PPE.
- * AMI will collaborate closely in supporting redundant supply chain solutions for PPE, Medical Consumables, and Pharmaceuticals.

4 ANNEX A: Pricing Schedules

Itemized (Micro) Curacao- Per Week – PHASE 1

Project Managers
Logistician
CCU/ICU MDs
ICU Nurses
Nurse Practitioners or PAs
Registered Nurses
Respiratory Therapists or Critical Care Paramedics
PPE

Total

5.1.1c

Totals (Mobilization) Curacao – PHASE 1

The Netherlands/Curacao – Other Direct Costs

COVID-19 Test Kits
Life Support includes Travel
Demobilization

Total

5.1.1c

5.1.2e

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Itemized (Micro) Curacao- Per Week – PHASE 2

Project Managers
 Logistician
 CCU/ICU MDs
 ICU Nurses
 Nurse Practitioners or PAs
 Registered Nurses
 Respiratory Therapists or Critical Care Paramedics
 PPE

Total

5.1.1c

Totals (Mobilization) Curacao – PHASE 2

The Netherlands/Curacao – Other Direct Costs

COVID-19 Test Kits

Life Support includes Travel

Demobilization

Total

5.1.1c

4.1 Notes, assumptions, and caveats

- ❖ Staffing rates are weekly and the rates are reflective of flash requirement to stand up rapid response in a pandemic environment.
- ❖ The Government of Curacao is responsible for all documentation and landing permits required at/for Curacao International Airport to support the aircraft that will be transporting the medical team to Curacao.
- ❖ The COVID-19 Rapid test kit price includes 85 tests to cover the AMI medical team. Additional tests can be purchased at 5.1.1c per test.
- ❖ Lodging, Meals and Ground Transportation in Curacao will be provided by the Government of Curacao.

5.1.2e

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Exhibit D

Original Agreement

See attached.

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5.1.2e



Exhibit E

Financial Reconciliation of Original Agreement

Itemized (Micro) Curacao – 14 April to 28 April 2020

Health Administrator & Project Manager
Ward Administration Staff
CCU/ICU MD
ICU Nurse
Registered Nurse
Critical Care Paramedic
PPE

Total

5.1.1c

Totals (Mobilization) Curacao – 14 April to 28 April 2020

The Netherlands/Curacao – Other Direct Costs

COVID-19 Test Kits

\$

Life Support including Travel

Demobilization

Total

\$

5.1.1c

Based on negotiations undertaken by both AMI and The Netherlands during the month of May 2020, both parties hereby agree that the payment due to AMI for the period of 14 April to 28 April 2020 will be USD \$ 5.1.1c. This amount represents the costs of the deployment of the team for the first week of the period of 14 April to 28 April 2020.

Initialed by AMI

5.1.2e

Initialed by The Netherlands

5.1.2e

5.1.2e

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