

**AMENDED AND RESTATED
HEALTH CARE AND MENTAL HEALTH NETWORK ACCESS AGREEMENT**

THIS AMENDED AND RESTATED HEALTH CARE AND MENTAL HEALTH NETWORK ACCESS AGREEMENT (“the Agreement”) is made as of September 5, 2023 (the “Effective Date”) by and between Primecare Administrators, Inc. (“PCA”), a Nevada corporation and third party administrator duly licensed pursuant to Chapter 683A of the Nevada Revised Statutes, with a principal place of business at 7872 West Sahara Avenue, Las Vegas, Nevada 89117, and the County of Clark, (“the County”), with its principal place of business in Clark County, State of Nevada. PCA and the County may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, PCA holds a certificate of registration issued by the Nevada Division of Insurance to operate as a third-party administrator pursuant to Chapter 683A of the Nevada Revised Statutes, the PCA is also in the business of arranging for access to the provision of dental services and administration through its network of contracted health care providers;

WHEREAS, the County is authorized to arrange for the provision of health care and mental health services to underprivileged and underserved persons in Clark County in Clark County as part of a community and social services outreach program pursuant to Chapter 428 of the Nevada Revised Statutes;

WHEREAS, on November 23, 2019, the County and PCA entered into a Dental Network Access Agreement (“Original Agreement”) to provide access of dental services to underprivileged and underserved persons in Clark County as part of a community and social services outreach program pursuant to Chapter 428 of the Nevada Revised Statutes;

WHEREAS, on June 29, 2023, the County and PCA entered into the First Amendment to the Original Agreement to provide funding for PCA to purchase two (2) mobile health units to expand PCA’s ability to serve the underprivileged and underserved communities of Clark County in a variety of health care and mental health services;

WHEREAS, the First Amendment to the Original Agreement provided that the County would compensate PCA in an amount equal to a deposit required for two (2) mobile health units not to exceed 25% of the total cost of the mobile units;

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety to provide the balance of the funding for PCA to purchase two (2) mobile health units; and

WHEREAS, in addition, the Parties desire to amend and restate the Original Agreement in its entirety to clarify the services provided within the Original Agreement to ensure continued access to the provisions of health care and mental health services.

NOW, THEREFORE, in consideration of other promises and covenants set forth herein, the County and PCA agreed to amend and restate the Original Agreement in its entirety as follows:

I. DEFINITIONS

Confidential Information. Any and all data, material, or information, whether in written, oral, or electronic form, relating to the business of each Party to this Agreement which is not generally known publicly and shall be treated as confidential by each Party. Confidential Information includes without limitation this Agreement and any exhibits or amendments hereto, the fee schedules, compensation, or reimbursement arrangement within this Agreement, the PCA contracted provider network, and any other policies or procedures of either Party. Confidential Information also includes any material or intellectual property of either Party that has economic value from not being generally known by persons who could contain economic value from the disclosure or use of such material or information (“Trade Secrets”). Confidential Information does not include any data, material, or information which is already known by the receiving Party at the time it is disclosed, or which: (i) has become generally known or available to the public through no wrongful act of either Party; (ii) has been approved for release to the general public by written authorization of the Party providing the data, material, or information; (iii) has been finally ordered to be disclosed by government authority, court order, or duly authorized and valid subpoena provided that each Party shall first have given written notice to the other Party of such ordered disclosure to the extent practicable and has provided the other Party the opportunity to seek to protect the confidentiality of the data, material, or information required to be disclosed; (iv) is required to be disclosed by any law, rule, or regulation, including the Nevada Public Records Act; or (v) is developed by either Party independently of any disclosures of such data, material, or information by the other Party.

Covered Service. A Medically Necessary health care or mental health service or supply that qualifies for payment under the terms and conditions of the County’s Plan.

Clark County Community Health Care and Mental Services Exchange. The structure of a public/private management platform for the arrangement of professional services delivered to support the County’s Plan. PCA is responsible for the alignment and enrollment coordination of eligible participants to government plans (e.g., Medicare, Medicaid); mobile unit design, procurement, and management; health care and mental health professionals and care delivery; vendor licensing and contracting; and engagement and event collaboration.

Health Care Provider. The term “Health Care Provider” means: a) a doctor of medicine or osteopathy who is authorized to practice medicine by the State of Nevada in which the doctor practices; or b) any other person determined by the State of Nevada to be capable of providing health care services. The Health Care Provider shall be properly insured.

Health Care Services. The term “Health Care Services” means any services provided by a Health Care Provider, or by an individual working under the supervision of a health care professional, that relate to: a) the diagnosis, prevention, or treatment of any human disease or impairment; or b) the assessment or care of the health of human beings. Health Care Services can include but is not limited to: annual physicals, dental exams, eye exams, laboratory testing, screening for conditions, treatment for common illnesses, and vaccinations.

Medically Necessary. “Medically Necessary” shall mean those services, supplies, equipment, and facility charges that are not expressly excluded under the Plan and which are (a) necessary, appropriate, and effective for the condition being treated and consistent with the recorded diagnosis; (b) broadly accepted by the health care and mental health communities in the United States as being required in accordance

with good medical practice and generally recognized professional standards; (c) rendered in the most appropriate setting for delivery of the medical services; (d) not generally regarded as experimental, investigational, or unproven by any government agency having appropriate jurisdiction; and (e) not solely for the conveyance of the Member or Health Care Provider.

Member. A person who is designated and registered by the County for eligibility to receive Covered Services under the terms and conditions of the Plan.

Mental Health Services. The term “Mental Health Services” means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements of learning, development, and enhanced self-sufficiency.

Plan. The legally authorized and funded community and social services outreach program of the County that is designed to arrange for the provision of health care and mental health services to underprivileged and underserved persons in Clark County.

Replacement Value. The net book value of two (2) mobile units calculated as the original costs less accumulated depreciation. Accumulation depreciation is calculated based on an estimated useful life of seven (7) years using the straight-line depreciation method.

II. OBLIGATIONS OF PCA

2.1. Arranging Access to Covered Services.

2.1.1. PCA shall arrange a contracted network of Health Care Providers to provide Covered Services to Members and such Covered Services shall be delivered in a reasonably prompt manner, consistent with applicable professional and ethical standards in the same manner as provided to Health Care Provider’s other patients. Health Care Providers shall not discriminate against a Member on the basis of age, race, color, creed, religion, gender identity, gender expression, sexual preference, national origin, health status, use of Covered Services, income level, method of reimbursement or other basis, except that Health Care Providers shall reserve the direction and right to refuse service to any Member who is not cooperative with a treatment protocol or safety procedures, or who is disruptive or displays inappropriate behavior in the treatment setting.

2.1.2. In coordination with prearranged outreach events organized by the County pursuant to its Plan, PCA shall arrange for the deployment of a mobile health unit or units for the provision of on-site health care and mental health assessments to Members by a Health Care Provider and other clinical staff on a first-come-first-served basis. The mobile health unit staff will also provide a system of patient triage, when necessary and appropriate, to a land-based health care and mental health practices for the later provision of Medically Necessary general or specialty services to Members. To the extent that a referral or follow-up appointment is arranged by PCA for a Member at the time of his or her health care or mental health assessment, PCA shall have no responsibility for ensuring that the Member actually attends his or appointment.

2.1.3. The number of Health Care Providers and clinical staff that are assigned by PCA to any deployment of the mobile health unit to a County outreach event shall be determined by PCA in

consultation and coordination with the County which shall occur at least thirty (30) calendar days prior to the scheduled event. Although the mobile health unit Health Care Provider(s) and clinical staff will make the best efforts to accommodate all Members who actually attend a particular event, the County expressly understands and agrees that factors such as unanticipated Member turnout and the state of their health and mental health may result in the inability of the mobile health unit to serve some Members of the event.

2.1.4. PCA agrees to grant the County a non-exclusive limited license to use its name, symbols, trademarks, and service marks solely for the promotion and communication purposes of the County in organizing the community outreach events contemplated by this Agreement. The license grant shall terminate upon the termination of this Agreement, but PCA reserves the right to revoke the grant made herein at any time and at its sole discretion upon notice to the County. The County shall grant a reciprocal license to PCA.

2.2. Network of Health Care Providers.

2.2.1. PCA shall establish a network of Health Care Providers to provide Covered Services to Members in accordance with the Plan and this Agreement. The Health Care Providers shall be qualified or, if standards exist, credentialed and recertified by PCA, and they will contractually agree to comply with established quality assurance programs and credentialing programs. PCA shall also require that all Health Care Providers carry professional liability insurance covered in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per claim with an annual aggregate limit of One Million Dollars (\$1,000,000.00). PCA shall further require that all clinical staff providing services in the mobile health unit be properly licensed.

2.2.2. All Health Care Providers providing services to Members under this Agreement shall prepare and maintain complete records in accordance with prevailing standards of acceptable health care and mental health practices, including without limitation examination, diagnostic, and treatment records, reports, notes, orders, photographs, pre-treatment radiographs and post-treatment radiographs, as well as administrative and financial records (hereinafter referred to collectively as "Member Records"). Health Care Providers shall retain copies of Member Records for a period of seven (7) years from the date of the most recent services rendered, or for such long period as may be required by applicable law. Health Care Providers shall provide access to, or copies of, Member Records to Members or their lawful designees, upon request in accordance with applicable Nevada law. PCA and all Health Care Providers shall comply with all applicable confidentiality, privacy, and security laws with respect to Member Records, including without limitation applicable Nevada Revised Statutes and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including amendments thereto and implementing regulations.

2.3. Purchase and Ownership of Mobile Health Units.

2.3.1. PCA made an initial deposit of 25% for the purchase of two (2) mobile health units, which the County reimbursed PCA. PCA shall provide the balance for the purchase of two (2) mobile health units to provide health, social, and wellness services pursuant to unit specifications identified in **Appendix A**, attached, and incorporated by reference. PCA shall provide the invoices and purchase terms for each mobile health unit to the County. PCA agrees that the

mobile health units purchased pursuant to this Agreement will be used to provide health, social, and wellness services to the underprivileged and underserved communities of Clark County and private use upon prior written consent of the County. Upon at least thirty (30) calendar days prior written approval from the County, PCA may use the mobile units for any private use. PCA shall pay \$420 per day for any private use approved by the County in addition to a daily pro-rated share of all reimbursable expenses under Section 3.3.2. Following any private use by PCA, the County shall receive a report within thirty (30) calendar days regarding the private use and the remittance of the per day fee.

2.3.3. PCA shall not sell the two (2) mobile health units without prior written approval by the County. If PCA sells the two (2) mobile health units, PCA shall reimburse the County on a prorated basis for the Replacement Value of the two (2) mobile health units.

2.3.4. Insurance. PCA must obtain and maintain policies of insurance specified herein. PCA shall procure, maintain, and keep in force the following insurance conforming to the minimum requirements specified below.

2.3.4.a. Worker's Compensation and Employer's Liability Insurance. PCA shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

2.3.4.b. Commercial General Liability. PCA shall procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3.4.c. Business Automobile Liability. PCA shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for "any auto," including own, non-owned, and hired vehicles.

2.3.4.d. Additional Insured. By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidence by PCA, the County, its offers, employees, and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insured for all liability arising from the Agreement.

2.3.4.e. Waiver of Subrogation. Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against the County, its offers, employees, and immune contractors in connection with damage covered by any policy.

2.3.4.f. Deductibles and Self-Insured Retentions. Insurance maintained by PCA shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such approval shall not relieve PCA from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the County.

2.3.4.g. Approved Insurer. Each insurance policy shall be (i) insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the County and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

2.3.4.h. Certificate of Insurance. PCA must provide a Certificate of Insurance form to the County to evidence the insurance policies and coverage required of PCA.

2.3.4.i. Compliance with insurance requirements of this Agreement shall not limit the liability of PCA or its sub-contractors, employees, or agents to the County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Agreement or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

2.3.5. PCA personnel operating a mobile health unit in performance of the provisions herein are required to possess a valid Nevada driver's license with the appropriate endorsement(s), if required. PCA personnel are personally liable for citations issued by state and local law enforcement personnel, including parking citations. The County shall not be liable for citations issued by state and local law enforcement personnel, including parking citations. All authorized personnel and passengers, including Health Care Providers and mobile health unit staff, must wear properly fastened- and adjusted seat belts, shoulder harnesses, and other such similar equipment when provided in the mobile health unit that they are operating or riding in accordance with NRS 484D.495. Any children under the age of six (6) shall be transported in a child restraint system in accordance with NRS 484B.157.

2.3.6. PCA shall ensure that the mobile health units are kept in good working order by following a preventative maintenance schedule. PCA shall submit invoices to the County for reimbursement. Maintenance to the mobile health units outside of the preventative maintenance schedule require prior written approval from the County.

2.3.7. The mobile health units should be stored in a secure area to prevent theft and damage. Security measures which should be considered include closed circuit television systems, appropriate locking systems, and the use of impact resistant safety glass. This list is not exhaustive.

2.3.8. The mobile health units should be stored on solid and levelled surfaces to prevent instability of the structures when in use. Access to the mobile health units should be located where it does not interfere with emergency exits of adjacent buildings unless the exits are

specifically permitted to serve both structures. Any location where the mobile health units are stored should comply with relevant local environmental laws and regulations.

2.4. Minimum Community Events.

2.4.1. PCA agrees to provide twenty-four (24) events per year with a minimum of one (1) event per month and the other twelve (12) events to be scheduled at the discretion of the County.

III. OBLIGATIONS OF THE COUNTY

3.1. Community Events and Registration of Members.

3.1.1. The County shall be responsible for organizing all community outreach events, including without limitation selection of event date, selection of event venue, event promotion and communication, initiating timely coordination and consultation with PCA at least thirty (30) calendar days prior to each event, arranging for appropriate and adequate event security for the County and PCA, and other logistical matters related to the event.

3.1.2. At each event and prior to any Member receiving any Covered Services in the mobile health unit(s), the County shall require Members to complete a pre-assessment questionnaire on a form designed by PCA. The pre-assessment form will become part of each Member's Record. The County shall be responsible for designating or selecting the Members who will complete the pre-assessment form and who will receive health care or mental health assessment in the mobile health unit. The County shall also design a system of tracking the identity, enrollment, and eligibility of Members for services under this Agreement and shall ensure that PCA has access to the system.

3.1.3. The County shall be responsible for organizing at least twenty-four (24) community events per year, with a minimum of one (1) event per month and the other twelve (12) events to be scheduled at the discretion of the County in accordance with Section 3.1.1.

3.2. Compensation to PCA.

3.2.1. For each event to which a mobile health unit or units are deployed by PCA pursuant to this Agreement, the County shall compensate PCA in the base amount of Eleven Thousand Seven Hundred Dollars (\$11,700.00) which shall constitute the Event Minimum Rate. The Event Minimum Rate shall be payable regardless of the actual number of Members receiving a health care or mental health assessment at the event. The County shall be responsible for paying the Event Minimum Rate for the minimum twenty-four (24) events per year in accordance required by section 3.1.3. For the purposes of this provision, a "year" begins on July 1.

3.2.2. To the extent that more than thirty (30) Members receive a health care and mental health assessment at an event, the County shall compensate PCA in the amount of One Hundred Twenty Dollars (\$120.00) for each Member in excess of thirty (30) who receives an assessment and/or triage in the mobile health unit by a Health Care Provider (the "Additional Encounter Rate").

3.2.3. The County shall compensate PCA in the amount of One Hundred Seventy-Four Dollars (\$174.00) for each Member who receives Medically Necessary Health Care or Mental Health Services in the mobile health unit by a Health Care Provider (the "Deployment Fee"). The Additional Encounter Rate under Section 3.2.2. and the Deployment Fee shall be added to the Event Minimum Rate to determine the total compensation due to PCA for each event.

3.2.4. For each Member who receives an oral health assessment at an event and who is referred to a general or specialty Health Care Provider for Medically Necessary Covered Services, which are urgent and Medically Necessary, the County shall compensate PCA in the amount of Six Hundred Nineteen Dollars (\$619.00) which shall constitute the Care Encounter Rate. The Care Encounter Rate will be payable only for those Members who actually receive the Covered Service for which they were referred, with the County being the payor of last resort following all insurance billing inclusive of Medicaid.

3.2.5. Following each event, PCA shall submit an invoice to the County for the Event Minimum Rate, the Additional Encounter Rate, and the Deployment Fee. The County shall pay the PCA invoice within thirty (30) calendar days of receipt.

3.2.6. PCA shall invoice the County for the Care Encounter Rate as soon as practicable following the completion of any general or specialty Medically Necessary Covered Services rendered to a Member who was properly referred for such services during a health care or mental health assessment in a mobile health unit deployed by PCA. The County shall pay the invoice within thirty (30) days of receipt.

3.2.7. During the term of this Agreement, the County may request that PCA provide certain promotional or marketing items or materials to the County for use and distribution by the County at outreach events. Such promotional items or materials shall be specified by the County and may include event banners, event signage, and giveaway pieces such as Bucky Beaver stuffed animals. PCA shall invoice the County separately for the promotional or marketing items or materials at a cost plus ten percent (10%) basis and such invoices shall be paid by the County within thirty (30) days of receipt.

3.2.8. The total compensation payable to PCA by the County for any contract year during the term of this Agreement, including compensation payable for promotional or marketing materials pursuant to Subsection 3.2.6., shall not exceed Six Hundred Thousand Dollars (\$600,000).

3.3. Mobile Health Units.

3.3.1. The County shall compensate PCA in an amount equal to the balance required for the purchase of two (2) mobile health units pursuant to **Appendix A** not to exceed 75% of the total cost of the mobile health units described in **Appendix A**. Upon receipt, review, and approval of the invoices and purchase terms for each mobile health unit, the County shall pay the PCA invoice within ten (10) calendar days of receipt up to the not exceed amount herein.

3.3.2. The County shall provide reimbursement for maintenance of the mobile units. No later than February 1 of each year, PCA shall provide the County with an annual maintenance budget beginning July 1. Upon receipt of the invoices for maintenance from PCA, the County shall

review and approve the invoices. Maintenance includes Mobile Health Units operations cost for storage, fuel, insurance, service maintenance of engine(s), maintenance of on-board equipment, permits and licenses. Any repair or maintenance cost not included in the annual budget shall require prior written County approval. The County reimbursement shall be processed within thirty (30) calendar days of receipt.

3.3.3. Upon thirty (30) calendar days written notice, if the County schedules more than eight (8) events per month for a consecutive three (3) month period, the County shall compensate PCA in the amount equal to Nineteen Thousand Six Hundred Dollars (\$19,600) per month required from Management Services and the Event Minimum Rate shall be Eight Thousand Three Hundred Dollars (\$8,300). Management Services include the use of the tractor to transport the mobile unit(s), qualified drivers to transport the mobile units, professional services supplies, and primary partner the Clark County Community Health Care and Mental Health Services Exchange. The County may also upon thirty (30) calendar days written notice revert back to the minimum events per year and the Event Minimum Event in Section 3.2.1 shall apply.

IV. TERM AND TERMINATION

4.1. **Term of the Agreement.** The term of this Agreement shall be September 5, 2023 to June 30, 2024 (“Initial Term”). The Agreement shall be automatically renewed for up to four (4) successive one-year periods following the Initial Term unless earlier terminated as set forth in this Agreement.

4.2. **Termination.** This Agreement may be terminated at any time by either Party without cause upon sixty (60) calendar days’ written notice to the other Party.

4.3. **Termination for Material Breach.** Either Party may terminate this Agreement for the breach of a material term, condition, or provision of this Agreement upon thirty (30) calendar days’ prior written notice to the other Party specifying the material breach. The breaching Party shall have thirty (30) calendar days from the date of receipt of the written notice of material breach to correct or cure the material breach. If the breaching Party fails or refuses to correct or cure the material breach within such time, then the non-breaching Party may elect to terminate this Agreement effective thirty (30) days after receipt by the breaching Party of the written notice of material breach. The remedy herein provided shall not be exclusive of, but shall be in addition to, any remedy available at law or in equity to the non-breaching Party.

4.4. **Disposition of Mobile Units Upon Termination of Agreement.** If this Agreement is terminated by either party, PCA shall return the title of the two (2) mobile health units to the County.

4.5. **County’s Budgetary Limit and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved the County for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and the County’s obligations under it shall be extinguished at the end of any of County fiscal years in which the County’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. The County agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. Termination under this section

shall not relieve the County of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

V. INDEMNIFICATION

5.1 PCA does hereby agree to defend, indemnify, and hold harmless the County and their employees, officers, and agents of the County from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of PCA or the employees or agents of PCA in the performance of this Agreement.

VI. GENERAL PROVISIONS

6.1. Amendments. This Agreement may be amended at any time by the mutual written agreement of the Parties. Notwithstanding the foregoing, PCA may unilaterally amend this Agreement to the extent necessary to comply with applicable federal or state law, regulatory requirements, accreditation standards or licensing guidelines or rules ("Regulatory Amendments"). PCA shall give reasonable advance written notice to the County of such Regulatory Amendments including the Effective Date.

6.2 Audit. The performance of this Agreement is subject to review by County to ensure contact compliance. PCA agrees to provide the County any and all information requested that relates to the performance of this Contract. All requests for information will be writing to PCA. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of the Agreement and be cause for suspension and/or termination of the Agreement.

6.3. Confidentiality. The Parties shall ensure that the directors, officers, employees, contractors, representatives, and other agents of each respective Party hold Confidential Information, including Trade Secrets, in the strictest confidence and that such Confidential Information, including Trade Secrets, in the strictest confidence and that such Confidential Information, including Trade Secrets, is not disclosed to third parties. The Parties understand and agree that the unauthorized disclosure of one Party's Confidential Information by the other Party shall cause irreparable injury to the non-disclosing Party and the non-disclosing Party shall be entitled to injunctive relief in addition to damages, attorney's fees, and costs to ensure its rights pursuant to this Section 6.3. This Section 6.3. shall survive the termination of this Agreement.

6.4. Names, Symbols, and Trademarks. Except as provided in Section 2.1.4. above, the Parties each reserve the right to the control and use of their name, symbols, trademarks, and service marks presently existing or later established. In addition, except as provided in Section 2.1.4. above, neither Party may use the other Party's name, symbols, trademarks, or service marks in advertising, promotional materials, or otherwise without the prior consent of that Party.

6.5. No Third Party Beneficiaries. Except as otherwise expressly set forth in this Agreement, no third persons or entities are intended to be, or are, third party beneficiaries of, or under this Agreement, including without limitation Members.

6.6. Notice. Any notice, request, demand, or communication required or permitted under this Agreement ("Notice") shall be given in writing by certified mail, return receipt requested, or by UPS or

FedEx, to the Party to be notified at the principal address of each Party as set forth above in the preamble of this Agreement; provided that compensation or reimbursement notifications, policy, procedure, or regulatory updates, or any other general operations updates or communications from PCA to the County shall be sent electronically or first class mail. All Notices shall be deemed to have been given and received three (3) calendar days after sending to the principal address set forth above unless the sender obtains evidence of earlier delivery.

6.7. Independent Contractors. None of the provisions in this Agreement is intended to create, nor shall such provisions be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

6.8. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada. Any action at law or in equity to interpret or enforce the terms and provisions of this Agreement shall be brought in the Eighth Judicial District Court, Clark County, State of Nevada.

6.9. No Presumption against Drafter. The Parties understand that each Party has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any other principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and, in the event of any ambiguity, this Agreement and any individual provision herein shall not be construed or interpreted against either Party on the grounds that said Party drafted this Agreement or any provision herein.

6.10. Assignment. The County shall not assign or transfer rights, duties, or obligations under this Agreement without the prior written consent of PCA. PCA may assign or transfer rights, duties, or obligations under this Agreement without the consent of the County.

6.11. Severability. In the event that any provision in this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other provision(s) herein shall not be affected.

6.12. Waiver. The waiver by either Party of any breach or violation of any provision in this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

6.13. Captions. The captions and headings used in this Agreement are for convenience only and do not limit or amplify the terms or provisions hereof.

6.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed an original and all of which shall, for all purposes, constitute one and the same instrument. A facsimile or electronic signature hereto shall be fully effective as an original.

6.15. Entire Agreement. This Agreement, including all exhibits, attachments, or amendments, constitutes the entire agreement between the Parties and supersedes any and all prior agreements, understandings, or negotiations, whether oral or in writing, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by authorized representatives.

BOARD OF COUNTY COMMISSIONERS,
CLARK COUNTY

PRIMECARE ADMINISTRATORS, INC.

By: _____
James B. Gibson, Chair

Jim Fuhrman, Chief Executive Officer

Approved as to form:



Lisa Logsdon, County Counsel

Attest:

Lynn Marie Goya, County Clerk

SUBSCRIBED and SWORN to before me
this ____ day of _____, 2023.

Notary Public in and for the
State of Nevada, County of Clark

Appendix A:

| Unit 1.0 - 41' (Mobile Optix unit) | | Unit 2.0 - 53' (CGS Premier Dental unit) | |
|---------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------|----------------------|
| <i>Year, Make and Condition (# of deployments, other comments)</i> | | | |
| Year: Chassis 2007; In-Service post fabrication January 2022 | | Year: Completed 2020; In-Service post fabrication December 2021 | |
| Make/Model: International, model 300 (diesel) | | 53' CGS Premier Fabricated Dental Unit (Best Design) | |
| VIN: 1HVBTAAN67H373792 | | Jetco Gooseneck Trailer drop deck | |
| Condition: Excellent | | Condition: Excellent | |
| Launched: December 28th, 2021 | | Launched: December 2021 | |
| Deployments: 3 to 4 times weekly since launch | | Deployments: 1-2 times monthly since launch | |
| Status: Active | | Status: In-Service/Active | |
| <i>Featured equipment on board</i> | | | |
| Vision equipment - Digital Optometrix | | 4 Dental Operatories. Tempered glass windows ea. | |
| Brand new AC units (total of 3) | | Heat & Air Conditioning - Mini Splits (5 Head) | |
| Two Cummings diesel generators | | Two Cummings diesel generators | |
| Two sinks and 20-gallon water tank | | Sterilization room sink; fresh/grey water tanks - 50 gallon fresh | |
| Electric awning | | 28' x 8' bump out room - double glass doors, 4 windows | |
| Smart Air purification system (ventilation) | | Easy Access - 4ft wide stairway; Wheelchair accessible | |
| CradlePoint Wi-Fi Tech- R1900 AWDS 5G (Verizon sim card) | | 4 Chairside Workstations; Consult Workstation; Loaded w/ Tech | |
| Dimmable LED Ceiling Lights | | Recessed LED Ceiling Lights | |
| Flat Screen TVs (2) | | TV Monitors mounted to ceiling (4) | |
| Working Desk with hinge bottom bench | | Custom Furniture and Seating | |
| Custom made counters and cabinets | | Reception Room, Consultation Room, Break/Storage Room | |
| <i>Fabricator for Customization</i> | | | |
| Branding - exterior vinyl wrap for Clark County custom branding | | Branding - exterior vinyl wrap for Clark County custom branding | |
| Branding - interior customization, color change, lighting (if any) | | Branding - interior customization, color change, lighting (if any) | |
| <i>Transportation to arrive in Las Vegas, NV</i> | | | |
| Flatbed delivery from Florida | | In market now - Las Vegas. | |
| Price Consideration | | Price Consideration | |
| <i>Mobile Unit Cost</i> | | | |
| Vehicle Price | \$ 320,000.00 | Vehicle Price | \$ 869,000.00 |
| Estimated Customization | \$ 5,000.00 | Estimated Customization | \$ 9,000.00 |
| Estimated Transportation | \$ 5,000.00 | Estimated Transportation | \$ 0.00 |
| Total Cost | \$ 330,000.00 | Total Cost | \$ 878,000.00 |
| <i>*Sales tax applied rate is to be determined.</i> | | <i>*Sales tax applied rate is to be determined.</i> | |