Master Services Agreement (MSA) between Bitfocus, Inc. and Clark County (C607318-24)

This Master Services Agreement ("**MSA**"), consisting of this document and one (1) or more Service Agreements (collectively, the "**Agreement**"), is made and entered into between Clark County ("you", "**Customer**") and Bitfocus, Inc. ("**Bitfocus**"), a Nevada corporation with a primary mailing address of 5940 S Rainbow Blvd Ste 400 #60866 Las Vegas, Nevada 89118-2507 USA. The Agreement is effective as of the date of the last signature appearing on Customer's initial Service Agreement (the "Effective Date").

READ CAREFULLY. **Unless superseded by a signed Service Agreement between you and Bitfocus, Bitfocus is willing to provide Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition and use of these Services.**

1. Background

1.1. Bitfocus owns and operates Clarity Human Services, a Software as a Service (SaaS) application (the "ClarityHS Service") and provides related professional services. These services are collectively described in the attached Service Agreement(s) (the "Services").

1.2. Customer requires services like those offered by Bitfocus. Bitfocus wishes to provide these Services.

1.3. Together, Bitfocus and Customer agree to the terms and conditions of this Agreement.

2. Definitions

2.1. Confidential Information shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, Customer , supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) personnel information; or, (vi) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity). Customer is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All documents are available for review.

2.2. Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings, and similar works) that Bitfocus may deliver to Customer as part of a Service. The term "Materials" does not include licensed products available under separate license agreements.

2.3. Outage Time is defined as the time elapsed from when Customer notifies Bitfocus of the service disruption to the time that access is restored.

2.4. Service is the performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as access to a web application) that Bitfocus makes available to Customer.

2.5. Work Products are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation, publications, promotional or educational materials, reports, manuals, specifications, drawing and sketches, computer programs, software, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Agreement Structure

3.1. The Agreement consists of this document and attachments called "Service Agreements" or "Forms" that contain additional terms (each an "Attachment"). Each Attachment is made a part of the Agreement by this reference.

3.1.1. *Services Agreements.* Each Services Agreement sets forth the terms and conditions under which Bitfocus agrees to provide the Services described therein. The Service Agreement(s) may be amended later with the signed written agreement of both Bitfocus and Customer. This Agreement and the applicable Service Agreement(s) shall remain in effect until terminated as provided herein.

3.2. Should document terms conflict, Attachment terms prevail over those of this Master Services Agreement.

4. Term and Termination

4.1. *Term.* Unless this Agreement or a Service Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of a Service Agreement (the "Initial Term") starts on the Effective Date and continues for twelve (12) months, thereafter.

4.1.1. Following the Initial Term, Customer will have the option to renew Service Agreement for six (6), twelve (12) month terms, (each, a "Renewal Term") until Customer provides Bitfocus with written notice of termination; provided, however, that: (a) such notice be given no fewer than ninety (90) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.

4.1.2. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

4.2. *Notice to Cure ("Termination for Cause").* If a Party perceives the other Party to be in material breach of this Agreement (the "Aggrieved Party"), they shall provide the other Party with written notice specifying the exact nature of the breach, when the breach occurred, and the ameliorative actions necessary to cure the breach.

4.2.1. The Party receiving the notice shall be entitled to thirty (30) days from the date it received the notice to take any ameliorative actions to the Aggrieved Party's satisfaction.

4.2.2. If the other Party believes there is no breach, then that Party shall provide written explanation of the same to the Aggrieved Party within fifteen (15) days of receiving the Notice to Cure.

4.2.3. If the Aggrieved Party is satisfied with either the explanation or the ameliorative actions, then it shall provide written notice of its satisfaction. If the Aggrieved Party is not satisfied despite the other Party, then they may terminate this Agreement or Service Agreement.

4.3. *Payments Upon Termination.* Upon the expiration or termination of this Agreement or a Service Agreement for any reason, Customer shall pay to Bitfocus all amounts due and payable hereunder.

4.4. *Return of Materials.* Upon expiration or earlier termination of this Agreement or a Service Agreement, each Party shall: certify the destruction of any of the following of the other Party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other Party, or permit the other Party to remove, any properties of the other Party then situated on such Party's premises.

4.4.1. Prior to Termination, a copy of Customer Data will be provided to Customer upon written request (the "Severance Package").

4.4.1.1. The first copy of the Severance Package will be delivered electronically without charge. Additional copies, or copies delivered on physical media, will be provided for a fee of $500 per copy plus applicable delivery charges.

4.4.1.2. Bitfocus shall immediately return all Customer data contained in the Software by providing a copy of the entire database and all attachments as an upload to a secure FTP website provided by Bitfocus.

4.4.1.3. Bitfocus is solely responsible for any data transformations or formatting required to convert the Severance Package into a specific file format or schema. Bitfocus strongly encourages Customer to pull copies of relevant reports and exports before terminating service.

4.4.2. The parties agree to work in good faith to execute the preceding promptly and efficiently.

4.5. *Survivability.* This Section shall survive the termination of this Agreement.

5. Information Security

5.1. Without limiting Bitfocus' obligation of confidentiality as further described herein, Bitfocus shall be responsible for establishing and maintaining an information security program that is designed to:

5.1.1. ensure the security and confidentiality of the Protected Data;

5.1.2. protect against any anticipated threats or hazards to the security or integrity of the Protected Data;

5.1.3. protect against unauthorized access to or use of the Protected Data;

5.1.4. ensure the proper disposal of Protected Data; and

5.1.5. ensure that all subcontractors of Bitfocus, if any, comply with all the foregoing.

5.1.6. Bitfocus shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Bitfocus shall be sole responsible for any liabilities, fines, or penalties and the like arising from Bitfocus' s failure to comply with the security requirements of NRS Chapter 603A. Bitfocus agrees to promptly notify Customer in writing of any breach of the security of personal information.

6. Terms of Payment

6.1. Customer shall be responsible for and shall pay to Bitfocus the fees as described in the Agreement and attached Service Agreement(s), subject to the terms and conditions contained therein. Any sum due Bitfocus for Services performed for which payment is not otherwise specified shall be due and payable thirty ("30") days after receipt of an accurate invoice from Bitfocus that has been reviewed and approved by Customer. Customer will make payments for the specified Services in accord with the following conditions.

6.2. *Quarterly Invoices.* Bitfocus will send an email invoice to Customer on the first day of the corresponding Month.

6.3. *Payment Deadline.* Customer will make payments on invoices within thirty ("30") calendar days after receipt of an accurate invoice that has been reviewed and approved by Customer.

6.4. *Payment Method.* To facilitate the payment of obligations under this Agreement, Customer authorizes Bitfocus to initiate debits or credits through the Automated Clearing House (ACH) settlement process or any other wire transfer system in effect for amounts due under this Agreement. Customer shall execute all forms and documentation necessary from time to time to effectuate such automatic debiting.

6.5. *Pro-Rated Standard Charges.* In cases where services are initiated or terminated on dates other than the first day of the month, Customer will pay pro-rated Fixed and Variable charges.

6.6. *Annual Rate Increase.* Prices listed in this Agreement and its attached Service Agreements will be held fixed throughout the Agreement.

6.7. *Taxes.* Customer is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statutes 372.325 is exempt from payment of Sales or Use Tax.

6.8. *Tariff Applications.* Customer acknowledges that the services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by Customer. In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by a regulatory agency in the exercise of its lawful jurisdiction.

6.9. Initiation of Services

    6.9.1. *Start Date.* Startup activities will be initiated upon receipt of payment and fully executed Agreement.

    6.9.2. *Full Payment Due.* Initiation of services requires advance payment of all fees included in this Service Agreement. Bitfocus must receive payment before startup activities will be initiated.

7. Property Rights

    7.1.1. *Pre-existing Materials.* Customer acknowledges that, in the course of performing the Services, Bitfocus may use software and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Bitfocus.

    7.1.2. *Customer Data.* Customer's information, or any derivatives thereof, contained in any Bitfocus repository (the "Customer Data," which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, upon the request of Customer and upon termination of this Agreement or a Service Agreement. Bitfocus is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record,

transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

7.1.3. *No License.* Except as expressly set forth herein, no license is granted by either Party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either Party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

7.1.4. Intellectual Property Rights

    7.1.4.1. Bitfocus, as owner/operator of Clarity Human Services shall and does own all titles, rights and interests in all Work Products created by Bitfocus and its subcontractors and used to provide services to Customer under this Agreement. Work products commissioned by Bitfocus for use by Customer shall remain the sole ownership of Bitfocus.

    7.1.4.2. Bitfocus retains full ownership of, and reserves all rights to, all software and other Work Products developed under this agreement. Customer agrees to transfer any surviving ownership claims to the service, underlying software or Work Product in their entirety to Bitfocus upon termination of this contract.

7.1.5. Use of Work Products

    7.1.5.1. Customer acknowledges that, while performing services, Bitfocus may use publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, marks, logos, graphic designs, notes and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Work Products") and that same shall remain the sole and exclusive property of Bitfocus.

    7.1.5.2. Customer Data, which shall also be known and treated by Bitfocus as Confidential Information shall be and remain the sole and exclusive property of Customer. Bitfocus is provided a license to Customer data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer data only to the extent necessary in the provisioning of the Services.

    7.1.5.3. Customer shall not dispute or contest, directly or indirectly, Bitfocus' exclusive right and title to Work Products nor the validity of the intellectual property embodied therein. Customer hereby assigns, and if later required by Bitfocus, shall assign to Bitfocus all titles, rights, and interests in all Work Products. Customer shall cooperate and cause subcontractors to cooperate in perfecting Bitfocus' titles, rights, or interests in any Work Product, including prompt execution of documents as presented by Bitfocus.

    7.1.5.4. To the extent any of the Work Products may be protected by U.S. Copyright laws, it is agreed that Customer commissions Bitfocus to create the copyrightable Work Products, which are intended to be work-made-for-hire for the benefit of Customer and the copyright of which is vested in Bitfocus.

    7.1.5.5. Except as expressly set forth herein, no license is granted by either Party to the other with respect to Confidential Information, Work Products, or Customer data. Nothing in this agreement shall be construed to grant to either Party any ownership or other interest, in the Confidential

Information, Work Products, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Work Products, or Customer data.

7.1.5.6. Bitfocus and Customer agree that before commencement of any subcontract work it will incorporate this to contractually bind or otherwise oblige its subcontractors and personnel performing work under this agreement such that Bitfocus' titles, rights, and interests in Work Products are preserved and protected as intended herein.

7.1.6. *Survivability.* The provisions of this Section shall survive the termination of this Agreement.

8. General Terms

8.1. *Non-Disclosure of Confidential Information.* The parties acknowledge that each Party may be exposed to or acquire communication or data of the other Party that is confidential, privileged communication not intended to be disclosed to third parties.

8.1.1. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential. Notwithstanding such, Customer is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS. Customer's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by applicable law to be confidential. Bitfocus is advised, and acknowledges, that this Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying. Customer makes no representation or warranty as to whether any Confidential Information will be deemed or determined to be confidential pursuant to law. Customer takes no responsibility and is not liable for release of any Confidential Information that Customer determines in its sole and absolute discretion that it must provide such Confidential Information because an applicable exception does not apply or the information is not declared by law to be confidential.

8.1.2. *Remedies for Breach of Obligation of Confidentiality.* Both Customer and Bitfocus acknowledge that breach of the other Party's obligation of confidentiality may give rise to irreparable injury to the Disclosing Party and its clients and/or customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to the any other legal remedies which may be available, to include, at the sole election of the Disclosing Party, the immediate termination of this Agreement in whole or in part.

8.1.3. *Survivability.* The provisions of this Section shall survive the termination of this Agreement.

8.2. Service Delivery. The following terms apply to all Services provided by Bitfocus to Customer:

8.2.1. *Operational Control.* The method and means of providing the Services shall be under the exclusive control, management, and supervision of Bitfocus.

8.2.2. *Time of Performance.* For the term of the applicable Service Agreement, Bitfocus will provide the Services in accordance with the applicable Service Levels described in the Service Agreement.

8.2.3. *Non-Exclusivity.* Nothing herein shall be deemed to preclude either Bitfocus or Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the other Party.

8.3. *Relationship between Customer and Bitfocus.* Bitfocus represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Bitfocus, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Bitfocus' status as an independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Bitfocus or Bitfocus' agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Bitfocus nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

8.4. *Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8.5. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of Nevada and the federal laws of the United States of America. Customer hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Nevada in all questions and controversies arising out of this Agreement.

8.6. *Dispute Resolution.* In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either Party hereunder, Customer and Bitfocus will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, either party will have the right to submit the dispute to Bitfocus' director level and Customer's county manager's office including to the deputy county managers level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue.

8.6.1. During these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable considering the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions.

8.6.2. No formal proceedings for the judicial resolution of any dispute may commence until sixty (60) calendar days following initiation of negotiations under this Section or for a shorter period as the parties may agree to in writing. Either Party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

8.7. *Compliance with Laws.* Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable.

8.8. *Cooperation.* Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each Party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each Party may properly accomplish its obligations and responsibilities hereunder. Bitfocus will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Bitfocus. Bitfocus agrees to cooperate with such suppliers and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

8.9. *Force Majeure.* Neither Party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Bitfocus fails to use its best efforts to minimize such delays, the delays shall be included in determining Service Level achievement. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this Section and inform the other Party of its plans to resume performance. A force majeure event does not excuse Bitfocus from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses/malware, or other errors or omissions introduced, or permitted to be introduced, by Bitfocus that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.

8.10. *No Waiver.* The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

8.11. *Notices.* Any notice given pursuant to this Agreement shall be in writing and delivered to the addresses appearing at most recent Service Agreement, or as changed through written notice to the other Party. Notice shall be deemed effective on the date of delivery to the addressee.

8.12. *Further Assurances.* Each Party shall, upon reasonable request, promptly execute such documents and perform such acts as may be necessary to give full effect to this Agreement.

8.13. *No Presumption Against Drafting Party.* Each Party hereto acknowledges and agrees it had the opportunity to draft, review, and edit the language of this Agreement, and that each of the Parties hereto has been represented by counsel in connection with the negotiation and execution of this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

8.14. *Representations and Warranties.* Both Customer and Bitfocus represent and warrant that:

    8.14.1. it is a business duly incorporated, 501(c)(3) non-profit or government entity validly existing, and in good standing under the laws of its state of incorporation;

    8.14.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

    8.14.3. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

    8.14.4. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is

enforceable against it per its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

8.14.5. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

8.14.6. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

8.15. *Limitation of Liability.*

8.15.1. *Survivability.* The provisions of this Section shall survive the termination of this Agreement.

8.16. *Counterparts; Electronic Signature.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

8.17. *Companies that Boycott Israel.* Bitfocus certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

8.18. *Insurance.* Bitfocus shall obtain and maintain the insurance coverage required in Exhibit D incorporated herein by this reference. Bitfocus shall comply with the terms and conditions set forth in Exhibit D and shall include the cost of the insurance coverage in their prices.

8.19. *HIPAA – Confidentiality Regarding Participants.* Bitfocus shall maintain the confidentiality of any information relating to participants, Customer Employees, or third parties (added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit E, and incorporated by reference herein, as a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirement of this sub-section. Bitfocus agrees to sign the attached HIPAA Business Associate Agreement prior to award of Contract.

9. Service Specific Terms

9.1. *Clarity Human Services.* Bitfocus agrees to provide authorized end users ("**Users**") access to and use of its Clarity Human Services application (the "**ClarityHS Service**") subject to the following terms and conditions. Your access and use of Clarity Human Services is contingent on and constitutes your acceptance of these terms and conditions.

9.1.1. *User License Required.* Access via the internet will be available to a limited number of named users as specified in the Service Agreement(s), with access rights transferable by Customer.

9.1.1.1.1. *Adding User Licenses.* Authorized users may add additional user licenses via the application interface or by contacting Bitfocus. Additional licenses will be invoiced monthly according to the fee schedule in the User Licensing Summary table above.

9.1.1.1.2. *Minimum License Count.* The total number of user licenses for each license type must be equal or greater to the minimum number of contracted users listed in the Service Agreement(s).

9.1.1.2. *Agency License Requirements.* Each Agency configured in the ClarityHS Service requires an Agency License.

9.1.1.2.1. Agencies that do not enter client-level data into HMIS/ClarityHS Service but have agency-level information entered into HMIS to facilitate HUD reporting, do not incur the agency license fee.

9.1.1.3. *Continuums of Care (CoC).* Each Continuum of Care (CoC) configured in the system requires a CoC License.

9.1.2. Features and Functionality.

9.1.2.1. *Full access to all documented features.* Customers will have full access to and use all documented features provided in the most recent version of the ClarityHS Service. Add-on services may be available and may require additional fees or agreements and shall require Agreement to be amended in writing accordingly.

9.1.2.2. *HMIS Data and Technical Standards.* The ClarityHS Service will adhere to the most recent version of the HMIS Data and Technical Standards as published by The Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS), and the Department of Veterans Affairs (VA).

9.1.2.2.1. Customer will have full access to and use of all required HUD and Federal Partner HMIS reports for which final HMIS programming specifications have been published on the HUD Exchange website.

9.1.3. *Customer responsible for configuration and system administration of the service.* The ClarityHS Service is an off-the-shelf software. Absent (a) separate Service Agreement(s), Customer is solely responsible for the configuration, implementation, and administration of the ClarityHS Service.

9.1.3.1. Customer is solely responsible for all user identification and password change management.

9.1.4. *Help Desk Support.* Technical support is provided to licensed System Administrator users as part of the ClarityHS Service. This support is provided for the limited purpose of assisting Customer to understand and utilize existing system features and capacities.

9.1.4.1. *No End User Support.* Without a separate agreement, Bitfocus does not provide support or training for end-users. This is the responsibility of Customer.

9.1.4.2. *Scope of Included Support.* Unless otherwise specified in other parts of this Agreement, these services do not include custom system adjustments, development of reports, post-setup system configuration, data conversion and migration, on-site services, or the actual use or application of system features and capacities on behalf of the user. (e.g., users will be assisted concerning use of features and capacities, but Bitfocus will not actually use them on behalf of the Customer). Technical/Product support will not take the place of the Customer taking advantage of adequate Bitfocus training.

9.1.4.3. *Response Time.* Bitfocus will be available during normal business hours for both Operational and Technical support.

9.1.5. *Continuity of Service.* In accordance with the remedies stated below, we guarantee that the ClarityHS Service will be available with a Monthly Uptime Percentage of at least ninety-five percent (95%) during any monthly billing cycle.

9.1.5.1. Remedies for Outage Time longer than these parameters will be a refund or credit equal to one hundred (100) percent of the cost of the percent of outage time (calculated as percent outage out of total charge for month of outage). Requests for such remedies must be made within ten (10) days of outage time. These remedies will not be available in cases where:

9.1.5.1.1. Customer did not notify Bitfocus of the inability to transmit or receive data.

9.1.5.1.2. Outage time is caused by acts of omission by our customers or their end-users.

9.1.5.1.3. Failure of equipment or applications that are not owned or controlled by Bitfocus.

9.1.5.1.4. "Acts of war or god" and other circumstances beyond the control of Bitfocus.

9.1.5.1.5. Scheduled and/or pre-announced service maintenance.

9.1.5.2. *Failure to Meet Service Levels.* As further described in Service Agreement, in the event Bitfocus does not meet any of the requisite Service Levels, Bitfocus shall: (a) reduce the applicable monthly invoice to Customer by the amount applicable; and (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Bitfocus will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

9.1.6. Infrastructure Requirements

9.1.6.1. *Web Browser Requirements.* The ClarityHS Service requires the latest release of one of the following web browsers: Microsoft Edge, Mozilla Firefox, Google Chrome, or Apple Safari.

9.1.6.2. *Minimum Hardware Requirements.* Device hardware must meet or exceed the recommended hardware requirements for the Operating System and web browser.

9.1.6.3. *System Requirements.* Bitfocus is not responsible for providing equipment compatible with the ClarityHS Service and Bitfocus network and facilities.

9.1.6.4. *Bandwidth.* For each user connecting over a given line, at least 20 Kbps of bandwidth must be available. This means that if a given site has 20 users, there would need to be at least 400 Kbps of bandwidth available to access Services. Be sure to consider any other traffic that may be using the same connection. Other traffic would include that used by email, web access, and web serving.

9.1.6.5. *Performance.* Customer acknowledges that the minimum system requirement may result in minimum system performance. Service Provider will not be responsible for unreliable or low performance resulting from Customer technological infrastructure.

9.1.7. *Non-interference.* Customer use of the ClarityHS Service and any associated equipment will not:

9.1.7.1. Interfere with or impair Services over Bitfocus network or facilities;

9.1.7.2. Cause damage of any nature to Bitfocus assets;

9.1.7.3. Be used to frighten, abuse, torment or harass another;

9.1.7.4. Create hazards to property or persons;

9.1.8. *Authorized Use.* Customer agrees to abide by the terms and conditions in the attached Service Agreement(s) regarding authorized use of the Services.

9.2. *Implementation Services.* Bitfocus offers onboarding packages intended to support the initial implementation of Clarity Human Services (collectively, the "ClarityHS Implementation Service"). The following terms and conditions apply to the ClarityHS Implementation Service:

9.2.1. Customer Responsibilities.

9.2.1.1. System Configuration and Administration. The ClarityHS Implementation Service supports but does not replace the work and responsibilities of Customer in configuring their Clarity Human Services system. Customer is solely responsible for the configuration and administration of the ClarityHS Service.

9.2.1.2. Accurate and Complete Information. During the implementation process, Bitfocus will help Customer complete a system inventory and collect the information required to configure the Service. Customer is responsible for providing the information required in a full and accurate manner. Bitfocus is not responsible for the consequences of errors or omissions by Customer or other parties.

9.2.1.3. Designate Project Lead. Customer will name an individual to serve on their behalf as the designated project lead and primary point of contact for the ClarityHS Implementation Service (the "Project Lead"). The Project Lead shall have the authority to make configuration decisions, approve work product, and commit Customer to these decisions.

9.2.2. ClarityHS Implementation Service Terms

9.2.2.1. Requires the ClarityHS Service. The ClarityHS Implementation Service requires an active Service Agreement for the Clarity ClarityHS Service.

9.2.2.2. Event Participation. Unless otherwise noted, participation in training, planning or other implementation events is limited to licensed System Administrator users.

9.2.2.3. Remote Delivery. The Clarity ClarityHS Implementation Service is delivered remotely, during standard business hours. Bitfocus will choose and provide an online meeting platform for this purpose.

9.2.2.4. Included Services

9.2.2.4.1. Project Management. Bitfocus will provide a basic project plan and related project management services to support Customer in its implementation of Clarity Human Services.

9.2.2.4.1.1. Bitfocus will provide an online project management tool to coordinate the Clarity ClarityHS Edition Implementation Service. This tool will be the primary platform for project communication and tracking progress.

9.2.2.4.2. System Inventory and Configuration Consultation. Bitfocus will meet with Customer to assist them in conducting a system inventory and review of the business processes to be supported by Clarity Human Services. Bitfocus will use this information to provide consultation and guidance on the configuration of the system.

9.2.2.4.3. Training for System Administrators

9.2.2.4.3.1. Clarity Human Services System Administration Training. Bitfocus will provide licensed System

Administrator users with system administrator training. The training will be delivered online using an online meeting platform chosen and provided by Bitfocus.

9.2.2.4.3.2. End User Train-the-Trainer Training for System Administrators. Bitfocus will provide licensed System Administrator users with a Train-the-Trainer style program designed to help attendees prepare for and deliver user training for Customer end users.

9.2.2.4.3.3. Clarity Human Services Data Analysis Training. Bitfocus will provide System Administrator users with training on the Data Analysis features in Clarity Human Services. The training will be delivered online using an online meeting platform chosen and provided by Bitfocus.

9.2.2.4.4. Implementation Support. Bitfocus will provide reasonable on-demand technical assistance to support the implementation and configuration of the Clarity Human Services ClarityHS service throughout the scope of the ClarityHS Implementation Service. Requests and inquires must be made by and will be directed to the Project Lead.

9.2.2.5. Customer responsible for configuration and system administration of the service. Customer is solely responsible for the configuration and administration of the ClarityHS Service.

9.3. *Data Migration.* Bitfocus provides data migration packages intended to support the transfer of Customer Data from legacy systems to Clarity Human Services (collectively, the "ClarityHS Data Migration Service"). The following terms and conditions apply to the ClarityHS Data Migration Service:

9.3.1. Clarity ClarityHS Data Migration Service Terms

9.3.1.1. Requires the ClarityHS Service. The ClarityHS Data Migration Service requires a separate Service Agreement for the ClarityHS Service.

9.3.1.2. Requires the ClarityHS Implementation Service. The ClarityHS Legacy Data Migration Service requires a separate Service Agreement for the ClarityHS Implementation Service or written waiver from Bitfocus that professional implementation services are not required to support the Data Migration. This Service Agreement is dependent on the ClarityHS Implementation Service, and implementation delays and errors may result in Data Migration delays, errors, or omissions.

9.3.1.3. Additional Services Require Separate Service Agreement. This Service Agreement covers only the one-time migration of data from the legacy data system to the ClarityHS Service. It does not include either future Data Migration or Implementation Services. These and any other Bitfocus Professional Services require a separate Service Agreement.

9.3.2. Service Structure

9.3.2.1. Prerequisites to Data migration

9.3.2.1.1. System Configuration. Related Clarity Human Services system and program configuration must be completed prior to the migration.

9.3.2.1.2. System Administrator Training. Because the migration process relies on knowledge of the Clarity system, the Clarity Human Services System Administrator Training must be completed successfully prior to starting the migration project.

9.3.2.2. Since migrations typically involve needing to import HUD data, which follows a prescribed format, as well as custom data elements, which vary from customer to customer, the data migration process is separated into phases.

9.3.2.3. The following phases for migrating custom, non-HUD-standard elements, will be defined during the Migration Kick Off Call.

9.3.3. Service Timeline Constraints. A successful migration depends on accomplishing all of the milestones in a timely way and continued communication throughout the process. As such, the migration process spans a certain window of time, detailed below:

9.3.3.1. Bitfocus will need to receive all data that needs to be migrated as part of this project's scope within 90 days.

9.3.3.2. Testing the data thoroughly once it is migrated into the test site is a vital step of the process; all issues or data adjustment needs for any migrated data set must be identified no more than 30 days after that specific data set has been migrated into the live site.

9.3.4. Decision on Types of Data to Migrate

9.3.4.1. The migration project scope depends on the types of data that need to be migrated into ClarityHS so a decision on data elements to include in the migration process is required to proceed in the correct direction.

9.3.4.2. The following list includes the available data element options to include in the migration:

9.3.4.2.1. HUD Data Elements. Bitfocus will import client-level data conforming with the latest version of the HUD HMIS CSV Format Specifications as published by HUD on the Homeless Data Exchange website (URL: https://hudhdx.info/VendorResources.aspx)

9.3.4.2.2. Custom, non-HUD defined, elements, listed below:

9.3.4.2.2.1. Custom client profile field data

9.3.4.2.2.2. Custom enrollment field data

9.3.4.2.2.3. Custom assessment field data

9.3.4.2.2.4. Custom services

9.3.4.2.2.5. Client notes

9.3.4.2.2.6. Client files

9.3.4.2.2.7. Client ROIs

9.3.4.2.2.8. Client locations

9.3.4.2.2.9. Client alerts

9.3.5. Complete and Accurate Export File

9.3.5.1. Accuracy and Completeness. Customer will provide Bitfocus with an accurate and complete export of the legacy data to be imported into Clarity human Services. Customer is solely responsible for the data quality of the export file, including any errors, omissions, and/or duplicates.

9.3.5.2. Data Format Requirements

9.3.5.2.1. HUD HMIS CSV Standard. Elements included in the HUD Data Standards must be provided in a Comma Separated Values (CSV) file that fully conforms with the current version

of the HUD HMIS CSV standards as published at
https://hudhdx.info/VendorResources.aspx.

9.3.5.2.2. Additional or Custom Fields. Custom, non-HUD defined, elements must be sent in CSV files that fully conform with the Bitfocus Custom CSV Schema provided by Bitfocus.

9.3.5.3. Timely Review of Migrated Data. Bitfocus will allow customers to review, test and approve migrated data on a test system before it is implemented into their production environment. Customer is responsible for reviewing and approving the proposed migration and will bear the cost of any corrections or modifications of the data after the final import.

9.3.6. Bitfocus Responsibilities

9.3.6.1. After the System Administration training is complete, Bitfocus will conduct a Migration Kick Off Call to discuss project scope, timelines, data format questions, and how to transmit data. Immediately following the Migration Kick Off Call, Bitfocus will provide the following resources:

9.3.6.1.1. Data Migration Planning document, which details requirements, links to file format specification documents, communication protocols, suggested testing practices, and frequently asked questions.

9.3.6.1.2. Copy of current HUD HMIS CSV Specifications

9.3.6.1.3. Custom CSV Schema specifications

9.3.6.2. Upon receipt of each legacy data set, Bitfocus will analyze the data set and provide a list of identified issues.

9.4. *Professional Services.* Bitfocus provides other professional services, consulting, and technical assistance (collectively, "Professional Services"). The following terms and conditions apply to Professional Services:

9.4.1. Assumptions and Limitations

9.4.1.1. Bitfocus assumes that the data provided by Customer is accurate and complete. Bitfocus will not be responsible for data quality issues.

9.4.1.2. Deliverables will be developed in the order described in the Statement of Work.

9.4.1.3. Deliverables will be developed to the Statement of Work. Change requests must be made and approved in writing.

9.4.1.4. Customer will make decisions and provide necessary information within the time frames described in the Statement of Work. Timeline change requests must be made and approved in writing.

9.4.2. Change Management Process. Changes to any statement of work may be proposed by either Party and incorporated into the project scope by mutual written agreement. Any costs associated with such changes will be the responsibility of Customer.

9.4.3. *Acceptance Criteria.* At project completion, Customer will be provided a final invoice. Customer accepts the deliverables resulting from the Service Agreement and indicates that the work is fully accepted by either (1) providing written confirmation or (2) paying the final invoice.

10. Entire Agreement

10.1. This Agreement and its attachments constitute the entire agreement between the parties and supersede all previous representations, understandings, or agreements between Customer and Bitfocus as to the subject matter hereof.

10.2. This Agreement may only be amended by in writing with the signature of Bitfocus and Customer.

Service Agreement: 2025-2031 Nevada HMIS/CMIS

This Service Agreement (the "Service Agreement") is made and entered into between Clark County on behalf of Social Services ("you", "Customer") and Bitfocus, Inc. ("us", "Bitfocus"). The Service Agreement is incorporated into and part of the Bitfocus Master Services Agreement ("MSA") either attached hereto, (collectively, the "Agreement"). Customer agrees to purchase the following Services for the terms described herein:

SaaS HMIS (nevada.clarityhs.com)

ITEM & DESCRIPTION	Units	List Price	Discounted price per unit	Annual Total
Licensing: Enterprise Seats	1515	$65.00	$25.00	$454,500.00
Licensing: Manager Seats	0	$90.00	$50.00	$0.00
Licensing: Administrator Seats	5	$150.00	$150.00	$9,000.00
Add-on: Data Analysis (Embedded)	55	$10.00	$10.00	$6,600.00
Add-on: Data Analysis (Stand Alone)	3	$100.00	$100.00	$3,600.00
Licensing: Agency Seats	260	$10.00	$0.00	$0.00
Licensing: CoC Seats	3	$2,500.00	$0.00	$0.00
Platform License: Clarity Human Services	1	$7,200.00	$7,200.00	$7,200.00
Platform License: Custom Training Site	1	$3,000.00	$3,000.00	$3,000.00
Add-on: Data Import Tool (DIT)	1	$7,200.00	$7,200.00	$7,200.00
Maintenance: Custom Training & Migration Sites	1	$6,000	$0	0
ANNUAL TOTAL				$491,100.00

Projected Growth Schedule*	Add Enterprise Seats	Total Enterprise	Total Licenses Overall	Annual SaaS Total of all Seats/Licenses and Platform Fees
2026	100	1615	1620	$521,100.00
2027	100	1715	1720	$551,100.00
2028	100	1815	1820	$581,100.00
2029	100	1915	1920	$611,100.00
2030	100	2015	2075	$641,100.00
2031	100	2115	2173	$671,100.00

*License set up fees waived for blocks of 100. Licenses purchased outside of 100 block may be self-purchased during the course of contract term, including renewals, and will incur set-up fees:

- Enterprise: $175/seat
- Manager Seats: $250/seat
- System Administrator Seats: $300/seat

SaaS VSP Comparable Database (nv201.clarityhs.com)

ITEM & DESCRIPTION (See Exhibit A)	Units	List Price	Discounted price per unit	Annual Total
Licensing: Enterprise Seats	20	$65.00	$25.00	$6,000.00
Licensing: Agency Seats	2	$10.00	$0.00	$0.00
Platform License: Clarity Human Services	1	$7,200.00	$6,000.00	$6,000.00
ANNUAL TOTAL				$12,000.00

EXHIBIT A: Software as a Service (SaaS) Description
ITEM & DESCRIPTION
Licensing: Enterprise Seats Named user license providing a user standard access to the system
Licensing: Manager Seats Named user license providing a user standard access to the system, with the addition agency-level management features
Licensing: Administrator Seats Named user license providing standard access to the system, with the addition of agency- and system-level management features
Add-On: Data Analysis (Embedded) Access to the Clarity Human Services Data Analysis from within the Clarity Human Services application (i.e., [CoC]. clarityhs.com).
Add-On: Data Analysis (Standalone) Access to advanced Data Analysis functionality via standalone data analysis tool (looker.clarityhs.com). Includes embedded access and single-user access to our Data Analysis API.
Licensing: Agency Seats Annual licensing for an Agency within the HMIS
Licensing: CoC Seats Annual licensing for separate CoCs within the HMIS
Platform License: Clarity Human Services Base licensing for the HMIS instance
Training Platform License Base licensing for custom training environment
Add-On: Data Integration Tool (DIT) Allows for importing HUD XML and CSV files into the Clarity Human Services platform. Supports the import of custom XML-schema files, as well. [Does not include technical assistance or hands-on-keyboard support] Also includes Migration Site for testing
Maintenance of custom local training site and migration environments Includes one custom training site and one migration site (if applicable).

Note: Access to the embedded and standalone versions of the data analysis tool are licensed separately and may be added to any Enterprise, Manager or System Administrator License.

Community Administration Enhanced Package (see Exhibit B) – includes Comparable Database

ITEM & DESCRIPTION	Units*	List Price	Discounted price per unit	Annual Total
2025	1540	$125.00	$77.25	$1,427,580.00
	Per Tier	$12,500.00	$7,725.00*	$92,700.00

Projected Growth Schedule*	Additional Licenses	Total Units (Tier)		Annual Total
2026	100	1640 (1601-1700)		$1,520,280.00
2027	100	1740 (1701-1800)		$1,612,980.00
2028	100	1840 (1801-1900)		$1,705,680.00
2029	100	1940 (1901-2000)		$1,798,380.00
2030	100	2040 (2001-2100)		$1,891,080.00
2031	100	2140 (2101-2200)		$1,983,780.00

"Units" = all license types across all systems being supported by Admin Team

*Increase of $7,725 per month invoiced only upon activation. Increase is per each additional tier, as applicable.

EXHIBIT B: HMIS, CMIS, and Comparable Database Administration

Service Categories/Deliverables

1. **System Administration and Project Management**
   a. Develop annual workplan in partnership with each CoC and authorized by CCSS that includes agreed upon projects and timelines for all elements of the core HMIS, CMIS, Coordinated Entry, Clarity Outreach, and Clarity Inventory (as applicable, post-launch). Workplans include roles and responsibilities of Bitfocus teams vs CoC entities for activities such as federal reporting and onboarding of new partner agencies.
   b. Assure compliance with HUD HMIS Data Standards and related policies, including coordinating and monitoring all changes to the database and reporting as a result of changes to the HUD HMIS Data Standards.
   c. Implement all elements of a compliant HMIS system and act as liaison between community and CoC where applicable, including attending relevant community and/or committee meetings.
   d. Serve as a link between the CoC and the U.S. Dept of Housing and Urban Development (HUD) and other relevant federal partners on HMIS and related issues.
   e. Manage, monitor, and enforce CoC governance policies, client consent forms, interagency data sharing agreements, user agreements, and all other Standard Operating Policies.
   f. Report to applicable HMIS oversight committee(s) regarding HMIS activities as needed.
   g. Integrate the needs of new programs or initiatives in HMIS for data collections and reporting; and develop related data entry and reporting protocols (e.g, OHY, RHY, Emergency Housing Vouchers).
   h. Configure and maintain all required elements of HMIS, Coordinated Entry workflows, Clarity Outreach (post-launch), and Clarity Inventory (post-launch).
   i. Ensure all HMIS and Clarity functionality and services are optimized and utilized to the fullest of their capacities and that users meet data collection standards.
   j. In partnership with CCSS, regulate data quality by establishing HMIS Data Quality maintenance policies and procedure(s) that include: policy guidelines, regular data quality reviews with Agencies, escalation and intervention processes, and an annual data quality action plan.
   k. Assist in the generation and/or submission of program and community level reports from the HMIS, including the HMIS components of the annual CoC consolidated application to HUD, the LSA, the System Performance Measures, the HMIS APR, the Coordinated Entry APR, the Housing Inventory Count, the sheltered Point in Time Count, SSVF & RHY uploads, and program-level APRs & CAPERs.
   l. Work with CCSS to configure custom Data Analysis reports to determine regional and agency level program effectiveness, client demographics, and/or service needs.
   m. Support use of the reports in the Clarity report library. *Any development of, and/or updates to, custom canned/pentaho Clarity reports will require separate paid Scope of Work (including due to changes resulting from HUD Data Standards changes and/or Clarity software changes).*
   n. Develop and maintain custom Data Analysis reports and dashboards.
   o. Work cooperatively with the CoC leadership on the HUD grant application for continued funding for the CoC.
   p. Provide oversight of community-level reporting related to HMIS participation, bed

coverage, and other required information.

    q. Work with users to provide status of services, data quality, and contract performance reporting as required.

2. **Technical Support/Help Desk for Clarity End Users**
   a. Provide and maintain Help Desk ticketing infrastructure
   b. Monitor help desk ticket system and respond timely to user support issues and track all help desk activities through to resolution.
   c. Respond to Help Desk requests within 24 hours and resolve tickets within 48 hours for average support requests.
   d. Provide assistance to users to fully utilize the features of HMIS, including data quality assessment, help-desk phone support, help-desk email support, help-desk live chat, and any additional support necessary to assure the successful operation of HMIS.
   e. Provide routine maintenance of system including data cleansing, duplicate client merging, and customer data correction requests
   f. Support use of Data Integration Tool, to include ability to import data into Clarity within 5 months of HUD releasing any new XML schema.
   g. Maintain a fully featured professional HMIS project website, including access to training signup, tutorials, manuals, help desk, integration, reporting repository, on boarding assistance, and other resources that ensure effective support of the project.
   h. Maintain fully documented and up to date Help Center documentation specific to Clarity software.
   i. Maintain up-to-date paper-based intake forms, consent forms, and other tools necessary for users who are not doing direct data entry. *(All forms are maintained in English. Any translation of materials into other languages is the responsibility of CCSS)*
   j. Provide adequate technical support staffing to provide assistance to Users.

3. **Partner Agency Management**
   a. Manage list of Partner Agencies, HMIS Agency Leads, and CE contacts for the entire CoC.
   b. Implement and conduct biannual security compliance reviews with agencies
   c. Facilitate quarterly Agency Leads meetings
   d. Assist in outreach and relationship building with agencies and users to expand the use and effectiveness of HMIS and to resolve issues and problems affecting the HMIS implementation.
   e. Provide new Partner Agencies and Agency Leads with on-boarding assistance including introduction to HMIS and configuration of agency, program, services and any special needs.
   f. Assure that new programs are set up and configured correctly within five business days (excluding holidays), after all of the required information has been provided and the request has been approved by CCSS.

4. **Training and Learning Management System (LMS)**
   a. Provide and maintain Learning Management System infrastructure.
   b. As part of annual workplan, develop annual training plan in partnership with CCSS. Training plan should account for Agency Leads meetings, office hours, and pre-recorded video development, and not exceed an average of two sessions per month. All pre-recorded and live trainings are provided in English. All costs for interpretation or translation of trainings into other languages (including ASL), and/or any costs associated with guest speakers, are outside of this agreement and will be the responsibility of CCSS

c. Provide on-demand video training modules for new users.
d. Review new user requests for training compliance and communicate with them as needed re: next steps for account activation and/or needed resources. 100% of requested approved new users will receive access to the HMIS within two weeks of request and completion of mandatory training.
e. Provide routine and ad-hoc training classes and 1:1 technical assistance as requested by agencies and approved by CCSS.
f. Develop and maintain pre-recorded privacy and security training and manage related annual training requirements for all active users.
g. Maintain video recordings of key trainings to allow users to complete their refresher training as needed.
h. Maintain support documentation of locally established HMIS practices. Maintain and keep up-to-date training materials and curriculum.
i. Work with Agency Leads to ensure proper training of all users.

EXHIBIT C: Special Projects	
Service Categories/Deliverables	Annual Recurring (upon activation)
ACES Ongoing Maintenance & Support • Recurring maintenance and support of data integration between Nevada CMIS/HMIS and CCSS ACES system. Invoiced only upon initiation of data exchange.	$21,600

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date of the last signature.

COUNTY:

CLARK COUNTY, NEVADA

By:_____   _____
JESSICA COLVIN   DATE
        Chief Financial Officer

BITFOCUS:
BITFOCUS, INC.

By: **box** SIGN   4ZR36284-4WPQ8L9X __   Nov 6, 2024
JEFF UGAI   DATE
                  Chief Operating Officer

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

Sarah Schaerrer
Sarah Schaerrer (Nov 20, 2024 16:04 PST)   **11/20/2024**
By: _____   _____
    SARAH SCHAERRER   DATE
    Deputy District Attorney

EXHIBIT D
HOMELESS MANAGEMENT SYSTEM ADMINISTRATION
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, BITFOCUS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. **Format/Time**: BITFOCUS shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.

B. **Best Key Rating**: COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **Owner Coverage**: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. BITFOCUS 'S insurance shall be primary with respect to COUNTY, its officers and employees.

D. **Endorsement/Cancellation**: BITFOCUS 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically BITFOCUS'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. *Policy number must be referenced on endorsement, or the form number must be referenced on certificate.*

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000. *If the deductible is "zero" it must still be referenced on the certificate.*

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, BITFOCUS shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. *A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.*

H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, BITFOCUS shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by BITFOCUS and **any auto** used for the performance of services under this Contract. *A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.*

I. **Professional Liability**: BITFOCUS shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.

J. **Cyber Liability**: BITFOCUS shall obtain and maintain with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by BITFOCUS in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to BITFOCUS'S profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by BITFOCUS in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering,

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

    1.   The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of BITFOCUS. If not covered under BITFOCUS'S liability policy, such "property" coverage of COUNTY may be endorsed onto BITFOCUS'S Cyber Liability Policy as covered property as follows:

If BITFOCUS maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by BITFOCUS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

K.   **Workers' Compensation**: BITFOCUS shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a BITFOCUS that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that BITFOCUS has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

L.   **Failure to Maintain Coverage**: If BITFOCUS fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order BITFOCUS to stop the work, declare BITFOCUS in breach, suspend or terminate the Contract.

M.   **Additional Insurance**: BITFOCUS is encouraged to purchase any such additional insurance as it deems necessary.

N.   **Damages**: BITFOCUS is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by BITFOCUS, their subcontractors or anyone employed, directed or supervised by BITFOCUS.

O.   **Cost**: BITFOCUS shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

P.   **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

Q.   **Insurance Form Instructions**: The following information <u>must</u> be filled in by BITFOCUS'S Insurance Company representative:

    1.   Insurance Broker's name, complete address, phone and fax numbers.

    2.   BITFOCUS'S name, complete address, phone and fax numbers.

    3.   Insurance Company's Best Key Rating

    4.   Commercial General Liability (Per Occurrence)
        (A)   Policy Number
        (B)   Policy Effective Date
        (C)   Policy Expiration Date
        (D)   Each Occurrence ($1,000,000)
        (E)   Personal & Advertising Injury ($1,000,000)
        (F)   General Aggregate ($2,000,000)

    5.   Automobile Liability (Any Auto)
        (G)   Policy Number
        (H)   Policy Effective Date
        (I)   Policy Expiration Date
        (J)   Combined Single Limit ($1,000,000)

    6.   Worker's Compensation

    7.   Professional Liability
        (K)   Policy Number
        (L)   Policy Effective Date
        (M)   Policy Expiration Date
        (N)   Aggregate ($1,000,000)

    8.   Cyber Liability (Per Occurrence)
        (O)   Policy Number
        (P)   Policy Effective Date
        (Q)   Policy Expiration Date
        (R)   Aggregate ($2,000,000)

9.   Description: CBE 607318-24 and Homeless Management Information System (must be identified on the initial insurance form and each renewal form).

10.   Certificate Holder:

       Clark County, Nevada
       c/o Purchasing and Contracts Division
       Government Center, Fourth Floor
       500 South Grand Central Parkway
       P.O. Box 551217
       Las Vegas, Nevada 89155-1217

11.   Appointed Agent Signature to include license number and issuing state.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		
1. INSURANCE BROKER'S NAME	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER		FAX (A/C No.) BROKER'S FAX NUMBER
ADDRESS	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:		3.
2. BITFOCUS'S NAME	INSURER B:		Company's
ADDRESS	INSURER C:		Best
PHONE & FAX NUMBERS	INSURER D:		Key Rating
	INSURER E:		
	INSURER F:		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY							$	
	☐ CLAIMS-MADE X OCCUR.								
		X					PERSONAL & ADV INJURY	$(E)	1,000,000
							GENERAL AGGREGATE	$(F)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	X POLICY ☐ PROJECT ☐ LOC						DEDUCTIBLE MAXIMUM	$	25,000
5.	AUTOMOBILE LIABILITY			(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	$(J)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATUTORY LIMITS ☐ OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	
							E.L. DISEASE – E.A. EMPLOYEE	$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	$(N)	1,000,000
8.	CYBER LIABILITY			(O)	(P)	(Q)	AGGREGATE	$(R)	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9.   CBE NO.607318-24; HOMELESS MANAGEMENT INFORMATION SYSTEM

10. CERTIFICATE HOLDER	CANCELLATION
CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	11. AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)   The ACORD name and logo are registered marks of ACOR

POLICY NUMBER: _____
LIABILITY

COMMERCIAL GENERAL AND AUTOMOBILE

CBE OR RFP OR RFQ NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

together **better**

This Agreement is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and Bitfocus, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a)   Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b)   Business Associate agrees to use or disclose Protected Health Information solely:

(i)   For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii)   as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c)   Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d)   Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i)   Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii)   Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV.   SAFEGUARDING PROTECTED HEALTH INFORMATION

(a)   Business Associate agrees:

(i)   To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.

(ii)   To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316, as applicable.

(iii)   To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required "Unsuccessful Security Incidents" shall include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.

(b)   When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i)   To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and

(ii)   Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii)   To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services,

(iv)   To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

V.   RIGHT TO AUDIT

(a)   Business Associate agrees:

(i)   To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.

(ii)   That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI.   COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a)   At the Covered Entity's Request, Business Associate agrees:

(i)   To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii)   To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii)   To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv)   To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII.   TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII.   MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

CLARK COUNTY: BUSINESS ASSOCIATE:

By: _____   By: box SIGN   4ZR36284-4WPQ8L9X
              DEPARTMENT HEAD   BITFOCUS, INC

Title: _____   Title: COO _____

Date: _____   Date: Nov 6, 2024 _____