



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** September 26, 2024

RE: *Approval of contract for Professional Managed Detection and Response (MDR) Services between Dyntek Services, Inc. dba Arctiq and the Southern Nevada Health District.*

PETITION #40-24

That the Southern Nevada District Board of Health approve the contract between the Southern Nevada Health District and Dyntek Services, Inc. dba Arctiq.

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Kim Saner, Deputy District Health Officer – Administration *KS*
Jason Frame, Chief Information Officer *JF*

DISCUSSION:

This is a new three-year contract for managed detection and response cybersecurity services and will be replacing another provider’s services. We are changing providers for increased services with the benefit of a cost savings from the previous solution.

FUNDING:

Total three-year cost for this MDR solution is \$329,250.00, which will be billed according to the billing schedule below. These services through June 30, 2025 have been budgeted in the FY25 Information Technology budget with the remaining expenses to be expensed in the next three fiscal year IT budgets.

Billing Schedule:

- Upon contract execution = \$109,750
- Aug 26, 2025 = \$109,750
- Aug 26, 2026 = \$109,750



**PROFESSIONAL MANAGED EXTENDED DETECTION
AND RESPONSE SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
DYNTEK SERVICES, INC.
DOING BUSINESS AS ARCTIQ
C2500025**

This Professional Managed Extended Detection and Response Services Agreement (“Agreement”) is by and between the Southern Nevada Health District (“Health District”) and DynTek Services, Inc. doing business as Arctiq (“Contractor”) (individually “Party” and collectively “Parties”).

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) Chapter 439, the Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein;

WHEREAS, Contractor is a provider of managed cybersecurity oversight, intelligence, and analytics, with multiple facilities in North America, including one located in Las Vegas, Nevada;

WHEREAS, pursuant to Contractor’s proposal to Health District updated on August 6, 2024, Contractor represented its willingness to provide cybersecurity incident monitoring and investigation services (“Services”); that it possesses the professional and technical expertise, the personnel necessary to perform the Services, and its personnel have sufficient expertise, knowledge, skill, and experience to provide such Services.

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1) **TERM, TERMINATION AND AMENDMENT.** This Agreement shall be effective from September 1, 2024 through August 31, 2027, unless sooner terminated by either Party as set forth in this Agreement. This agreement may be extended upon mutual written agreement of both Parties.
 - 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01. Health District acknowledges that termination for convenience will not include the Google SecOps portion of the Services to be provided as more fully described in Attachment B, Payment.
 - 1.03 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant

funding ability budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

1.04 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice but has not been paid.

1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.

2) **INCORPORATED DOCUMENTS.** The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: PAYMENT

ATTACHMENT C: BUSINESS ASSOCIATE AGREEMENT

3) **SERVICES/STANDARD OF PERFORMANCE.** The scope of work for this Agreement is generally defined as managed detection and response Services. Contractor shall complete the Services in the Statement of Work outlined in Attachment A. Contractor shall perform its Services with the degree of skill, care and diligence in accordance with the applicable professional standards currently recognized by such profession and observed by national firms performing the same or similar Services.

3.01 Contractor has, or will recruit and retain, such employees as it may need to perform the Services required by this Agreement. Contractor shall perform the Services in compliance with all applicable federal, state and local laws, statutes, regulations, and industry standards. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports furnished under this Agreement.

3.02 Contractor shall appoint a Manager, upon written acceptance by Health District, who will manage the performance of Services hereunder. All Services specified by this Agreement be performed by the Manager, or by Contractor's employees under the personal supervision of the Manager. Should the Manager, or any employee of Contractor be unable to complete his or her responsibility for any reason, Contractor must obtain written approval by Health District prior to replacing him or her with another equally qualified person. If Contractor fails to make a required replacement within 30 days, Health District may terminate this Agreement for default.

3.03 If Contractor fails to meet applicable professional standards, Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports.

4) **COMPENSATION.** Contractor will be reimbursed for expenses incurred as provided in Attachment B, Payment. The total not-to-exceed amount for the term of this Agreement is \$329,250.

5) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.**

5.01 The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of Services pursuant to this Agreement. In the performance of such Services, Contractor and any person employed or contracted with Contractor shall at all times act as and be an independent contractor,

and not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

- 5.02 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the Services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- 6) SUBCONTRACTING. Except as expressly stated herein, Contractor shall not subcontract any portion of the Services required by this Agreement without the prior written approval of Health District. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.
- 7) KEY PERSONNEL. The Health District's IT Manager is designated as the Health District's liaison and manager of this Agreement and is the single point-of-contact for resolution of Agreement related issues.
- 8) BOOKS AND RECORDS.
- 8.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.
- 8.02 Health District shall, at all reasonable times, have access to Contractor's records, calculations, presentations and reports for inspection and reproduction.
- 9) CONFIDENTIALITY. To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute a Business Associate Agreement, attached hereto as Attachment C and incorporated by reference herein.
- 10) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the ability to seek reasonable attorneys' fees and costs.
- 11) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a

waiver by such Party of any of its rights or remedies as to any other breach.

- 12) NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Contractor may perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.
- 13) LIMITED LIABILITY. Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 14) FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, act of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 15) INDEMNIFICATION. The Health District cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of Contractor or any other person or entity whatsoever for any purpose whatsoever. Contractor shall defend, indemnify and hold harmless the Health District, its board members, officers, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting or arising from this Agreement; provided, however, that Contractor need not indemnify or save harmless the Health District, its board members, officers, agents and employees from damages resulting from the sole negligence of the Health District's board members, officers, agents and employees.
- 16) COMPLIANCE WITH LAWS. Contractor shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the provision and performance of the Services or those engaged to perform Services under this Agreement.
- 17) INSURANCE. Contractor at its sole cost and expense agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance in commercially reasonable amounts calculated to protect itself and the Health District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Contractor or anyone directly or indirectly engaged or employed by Contractor.
- 18) MUTUAL COOPERATION. The Parties agree to cooperate fully in furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

18.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 19) **NON-DISCRIMINATION.** As Equal Opportunity Employers, the Parties each have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 19.01 Contractor acknowledges that the Health District has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if it or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the Health District may declare Contractor in breach hereof, terminate the Agreement, and designate Contractor as non-responsible.
- 20) **STATEMENT OF ELIGIBILITY.** Contractor acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Contractor nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Contractor status changes at any time pursuant to this Section 22, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.
- 21) **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 22) **ASSIGNMENT.** Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 23) **PUBLIC RECORDS.** Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 24) **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 25) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 26) **TIME.** Contractor agrees that time is of the essence in this Agreement.
- 27) **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or

proceeding related to or arising out of this Agreement.

28) THIRD PARTY BENEFICIARIES. This Agreement and attachments hereto, are not intended to confer any rights to any person or entity not a Party hereto.

29) CODE OF CONDUCT. By executing the Agreement, the Parties acknowledge they have each read and respectively agree to comply as applicable with Health District's Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>

30) USE OF NAME AND LOGO. Contractor may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. Contractor agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Contractor's right to use the Health District's name and/or logo.

31) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

Southern Nevada Health District
Legal Department
Contract Administrator
280 S. Decatur Blvd.
Las Vegas, NV 89107

DynTek Services, Inc. dba Arctiq
5241 California Ave, Ste 150
Irvine, CA 92617
contracts@arctiq.com

32) COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

DYNTEK SERVICES, INC.
DOING BUSINESS AS ARCTIQ

By: _____
Fermin Leguen, MD, MPH
District Health Officer

By: _____
Kevin O’Hare
Chief Financial Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

This document is approved as to form.
Signatures to be affixed after Southern Nevada
District Board of Health approval.

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

ATTACHMENT A
Statement of Work

All capitalized terms used but not defined herein shall have the meanings ascribed to them in this Agreement.

A. Scope of Services, September 1, 2024 through August 31, 2027.

Contractor will provide Health District 24x7 Managed eXtended Detection and Response (“MDXR”) services. The engagement will consist of the following:

B. Description/Scope. Contractor will provide cybersecurity incident monitoring and investigation services to include monitoring of, but not be limited to, endpoint detection and response, network protection appliances, email protection systems, along with other security event monitoring from client provided security technologies. Contractor will implement its MXDR Platform for logging, monitoring, event correlation, alerting and incident management as per the licensing limitations in Section A.2. Services include:

B.1 **Arctiq 24x7x365 Security Operations Centre Services** including Tier 1 and Tier 2 incident response including:

- (a) Extensive lifecycle cybersecurity incident management, from incident identification and investigation, providing remediation recommendations to Health District and incident closure
- (b) Create regular and prompt ticketing, aligned with performance requirements, and escalate security incidents to Health District.
- (c) Continually strengthen existing process for security incident identification and management, reviewing new use cases with Health District Key Personnel
- (d) Threat hunting
- (e) Ongoing security policy tuning and recommendations to ensure effective security

B.2 **Contractor Managed eXtended Detection and Response (MXDR) Platform** powered by Google SecOps (formerly Google Chronicle), licensed up to 15TB per year, including:

- (a) 12 months of data retention (up to 15TB per year)
- (b) Google SecOps Risk Dashboard
- (c) Google Cloud Threat Intelligence and Mandiant Open-Source Intelligence
- (d) Google SOAR with up to 10,000 alerts per day
- (e) Unlimited SIEM and SOAR users

B.3 Meaningful security monthly reporting, which may include:

- (a) Security Incident Reports
- (b) Attacks Trend Analysis Reports
- (c) Security Incidents and Threats Trending Reports

- (d) SOC Dashboard
- (e) Service Delivery and Performance Trends
- (f) Areas for service improvement
- (g) Recommendations to further secure SNHD’s environment

B.4 Work Location. This engagement will be performed as remote work with 24x7x365 Security Operation Centre services delivered from our three Security Operations Centers located in (All data will be in Google in the USA):

- Albany, New York
- Regina, Saskatchewan
- Halifax, Nova Scotia

B.5 Service Level Objectives. Contractor will make itself available to Health District by phone should it require guidance or need clarification of alerts and reports. The following are the target Service Level Objectives (“SLO”) and reporting mechanism:

(a) Service level objectives by priority:

Managed Defense Security Event Severity Level	Target Time to Prioritize Alert (from time of ingestion)	Target Time to Publish an Investigation Report (from time of assigned Severity Level)	Target Time to Provide Completed Investigation Report to SNHD (from the time of Published Report)
Severity 1 – High	30 minutes	1 Hour	30 minutes
Severity 2 – Medium	30 minutes	4 Hours	1 hour
Severity 3 – Low	30 minutes	24 Hours	4 hours

(b) Communications by criticality:

Severity	Description	Notification	Delivery Mechanism
High	Activity that may pose a significant threat to Health District’s assets or information	Email/Phone	Investigation Report
Medium	Activity that does not require immediate attention or represent a significant threat to Health District’s assets or information	Email	Investigation Report
Low / Informational	Activity that does not appear to impact Health District’s assets or information	Email	Alert Comments

(c) Should Contractor notify Health District of a critical event by email and not get a response within 30 minutes, Contractor will escalate the notifications via phone until Health District is aware of the incident and participating in the response.

B.6 Responsibilities of the Parties:

(a) Health District will:

- Provide Contractor with necessary access to systems on request or access to an internal resource who can complete the internal work in cooperation with Contractor.
- Work with Contractor to bring closure to each alert.
- Procure all maintenance, support, and licensing agreements with third party vendors for all non-Contractor provided in-scope devices for the term of the Agreement, unless otherwise stated in this “Statement of Work”.
- Ensure that all systems are properly backed up prior to any Services being performed for that system.
- Ensure that the current support agreements are in place with the original hardware or software vendor for those products for which Contractor is providing the services described herein.
- Ensure that Health District personnel with functional and domain knowledge are available during the implementation phase to install agents, log forwarders or other configurations required to enable the service.
- Ensure any required third-party approvals are received that are required for the service to operate (e.g. third-party network management companies).

(b) Contractor will:

- **NOT** support altered, damaged, or modified software, or software that is not the most current supported version.
- Except for SOC monitoring and incident response, perform all work during Health District’s business hours, excluding holidays, except where otherwise specified and agreed upon by both parties.
- Provision the MXDR platform as per the licensing limit identified in Section C and deliver the platform as a service to Health District with software licenses and subscriptions owned by Contractor.

C. License Additions and License True-ups.

- C.1 Actual license utilization will be tracked and reported to SNHD monthly
- C.2 Arctiq may invoice Customer in arrears at the end of each month for any Units consumed in excess of the Units purchased in this Statement of Work, which will be charged at the monthly-prorated List Price less the applicable Discount, unless otherwise agreed by the parties in writing. Customer will pay such invoice by the Payment Due Date.
- C.3 Endpoints are defined as any systems that could have EDR software installed (e.g. workstations, Linux servers, Windows servers, virtual servers, etc.). Increasing endpoint counts beyond what is detailed in this SOW will require a signed change order for additional SOC monitoring fees.

D. Personnel.

- D.1 Contractor will not change key personnel identified in Section D.2 without the approval

of Health District except in the case of promotions, resignation, or leave of absence of the Contractor employee.

D.2 Contractor personnel (including Key Personnel) identified for this Statement of Work are as follows:

Role/Title	Name	Phone Number	Email Address
Director of Security and Network Operations	Jeff Livingstone	1 (306) 535-7299	Jeff.Livingstone@arctiq.com
VP of Security	Cliff Janzen	1 (306) 737-1926	Cliff.Janzen@arctiq.com
SOC Manager	Andrew Warham	1 (902) 499-9570	Andrew.Warham@arctiq.com
Senior Manager, Managed Services	Ian Jewsbury	1 (306) 533-4136	Ian.Jewsbury@arctiq.com
Security Operations Centre (Incident Reporting)	N/A	1 (855) 779-4400	rs_support@arctiq.com
Account Executive			

E. Health District agrees in good faith to work with Contractor to amend this Statement of Work accordingly in the event Health District's environment generates an inordinate number of Events processed by Contractor's MXDR platform.

**ATTACHMENT B
PAYMENT**

A. Payment to Contractor:

A.1 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments shall be made in excess of the amount detailed below in Section B, Budget.

B. Budget.

Performance Period: September 1, 2024 through August 31, 2027

Total Not-To-Exceed Budget: \$329,250

Products & Services Included in Contractor’s MXDR Services	
Arctiq 24x7x365 MXDR Services 3-year contract for 1,900 endpoints	
Threat hunting included	
Arctiq MXDR Platform powered by Google Security Operations Enterprise SIEM and SOAR - licensed at 15TB/year	
12 months of data retention	
Risk Dashboard and UEBA Detections	
Google Cloud Threat Intelligence and Mandiant Open-Source Intelligence	
SOAR functionality with up to 10,000 alerts per day	
Unlimited SIEM and SOAR users	
Arctiq MXDR Pricing 3-year Commitment	
Arctiq MXDR Operational 24x7x365 MXDR Service, 1900 endpoints	\$85,000
Google SecOps – SIEM/SOAR Platform licensed at 15TB/year (TPPS)	\$24,750
Yearly Sub-Total	\$109,750
Grand Total 3-Year (USD)	\$329,250

B.1 The amount of third-party products and services included in table above is \$74,250 (\$24,750 x 3 years for Google). Third-party products and services and Contractor’s MXDR services are billed annually in advance.

(a) Billing Schedule:

- Upon execution of this Agreement (term September 1, 2024 to October 31, 2025) = \$109,750
- Aug 26, 2025 (term September 1, 2025 through October 31, 2026) = \$109,750
- Aug 26, 2026 (term September 1, 2026 through October 31, 2027) = \$109,750

B.2 No payments for this Performance Period shall be made in excess of the Not-to-Exceed

amount in this Section B.

- B.3 Contractor will bill Health District promptly for Services actually provided no more frequently than monthly. Invoices will detail work accomplished in accordance with Attachment A, Statement of Work.
- (a) Backup documentation (including, but not limited to invoices, original receipts, or any other documentation requested by Health District) is required and shall be maintained by Contractor in accordance with cost principles applicable to this Agreement.
 - (b) Health District reserves the right to require such additional documentation, including monthly activity reports, detailing Contractor's activities and Services rendered, as the Health District deems appropriate to support payment to Contractor.
 - (c) Payments will be made to Contractor within thirty (30) days, or within a mutually agreed upon period after Health District receives a complete invoice from Contractor.
 - (d) Contractor invoices shall be signed by the Contractor's official representative and shall include a statement certifying that the invoice is a true and accurate billing. Contract number C2500025 shall be referenced in each Contractor invoice.
- B.4 Health District shall not be liable for interest charges on late payments.
- B.5 Health District will not issue purchase order documents to Contractor for goods and/or services included within Attachment A, Statement of Work.
- B.6 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

**ATTACHMENT C
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
DYNTEK SERVICES, INC.
DOING BUSINESS AS ARCTIQ**

This Business Associate Agreement (“Agreement”) is made and entered into this 1st day of September, 2024 between the Southern Nevada Health District (“Covered Entity”), and DynTek Services, Inc. doing business as Arctiq (“Business Associate”), (individually referred to as “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as “Service Agreements,” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

(1) AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT.

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

PROFESSIONAL MANAGED DETECTION AND RESPONSE SERVICES AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND DYNTECH SERVICES, INC. DOING BUSINESS AS ARCTIQ C2500025

(2) DEFINITIONS.

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- i) "Breach" means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.
- ii) "Protected Health Information" (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.
- iii) "Electronic Protected Health Information" (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- iv) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- v) "Required by Law" has the same meaning as the term "required by law" in 45 CFR § 164.103.
- vi) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(3) BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule).

Business Associate acknowledges and agrees:

- i) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- ii) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- iii) In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- iv) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- v) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.

- vi) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- vii) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- viii) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- ix) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed “marketing” under the HIPAA Rules.

(4) BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule).

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity’s ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- iv) In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.
- v) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity’s breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
 - (a) a breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

- (b) Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR §164.410 and 45 CFR §164.404 within 15 business days of discovery of the Breach.
- vi) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vii) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to Covered Entity at the address set forth below:
Kyle Parkson
Privacy Officer
280 S. Decatur Boulevard
Las Vegas, NV 89107

(5) BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES.

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- iii) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.
- iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

(6) SPECIFIC USE AND DISCLOSURES.

- i) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- ii) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, 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.
- iii) At Covered Entity's Request, Business Associate agrees:
 - (a) to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.

- (b) within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

(7) TERMINATION.

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
 - (a) give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
 - (b) terminate this Agreement and the Service Agreement(s) immediately.
- iii) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.
- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI 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.
- v) if such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
- vi) Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
- vii) If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

(8) MISCELLANEOUS.

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- iii) 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.

- iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- v) Business Associate will indemnify and hold harmless Covered Entity and any of its officers, directors, employees, or agents against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Private information under the control of Business Associate or its agents or subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Private Information by Business Associate, its officers, employees, agents, or any person or entity under Business Associate's direction or control.
- vi) 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.
- vii) The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- viii) This Agreement will be governed by the laws of the State of Nevada.
- ix) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- x) Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- xi) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- xii) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- xiii) 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.
- xiv) This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no

construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

- xv) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

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

COVERED ENTITY
SOUTHERN NEVADA HEALTH DISTRICT

BUSINESS ASSOCIATE
DYNTEK SERVICES, INC.
DOING BUSINESS AS ARCTIQ

By: _____
Fermin Leguen, MD, MPH
District Health Officer

By: _____
Kevin O'Hare
Chief Financial Officer

Date: _____

Date: _____