

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.17
(ID # 23856)

MEETING DATE:
Tuesday, January 09, 2024

FROM : PURCHASING AND FLEET SERVICES AND Assessor County Clerk Recorder :

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER AND PURCHASING AND FLEET SERVICES: Approve the Off-site Paper Records Storage Service Agreement with VRC Companies, LLC through December 31, 2026, without seeking competitive bids for an annual amount not to exceed \$800,000, with the option to renew for up to two (2) additional annual renewals; approve the Off-site Paper Records Storage Agreement with Iron Mountain Information Management, LLC for Off-Site Paper Records Storage Services, leveraging the OMNIA Partners National Cooperative Contract through January 22, 2026, with the option to renew annually through January 20, 2034, for an annual amount not to exceed \$972,920; All Districts. [Total: \$14,529,200; plus an additional \$200,000 annually for future unforeseen service requirements, 100% Departmental Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Off-site Paper Records Storage Service Agreement with VRC Companies, LLC (formerly Storetrieve, LLC) through December 31, 2026 without seeking competitive bids for an annual amount not to exceed \$800,000 with the option to renew for up to two additional one year periods; and

Continued on Page 2

ACTION:Policy

Douglas Cady
Douglas Cady, Assistant Assessor County Clerk Recorder

12/22/2023

Meghan Hahn
Meghan Hahn, Director of Procurement

12/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: Purchasing, Assessor

Kimberly A. Rector
Clerk of the Board

By: *Cindy Sanchez*
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Off-site Paper Records Storage Agreement with Iron Mountain Information Management, LLC for Off-Site Paper Records Storage Services leveraging the OMNIA Partners National Cooperative Contract through January 22, 2026, with the option to renew annually through January 20, 2034 for an annual amount not to exceed \$972,920; and
3. Ratify and approve the Emergency Purchase Justification for Off-site Record Management Storage and Services with VRC Companies, LLC for a total dollar amount of \$295,000 paid out of FY 22/23 funds; and
4. Authorize the Chair of the Board to sign three (3) copies of both Agreements and direct the Clerk to retain one copy and return two of each Agreement to Purchasing for distribution; and
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel, to: (a) sign amendments that exercise the options of each agreement including modifications of the statement of work that stay within the intent of each agreement, and (b) sign amendments to the compensation provisions that do not exceed \$200,000 annually for each Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$805,384	\$1,772,920	\$14,529,200	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Budgets			Budget Adjustment: No	
			For Fiscal Year: 23/24-33/34	

C.E.O. RECOMMENDATION: Approve

Prev. Agn. Ref.: 7/2/13 Item 3.7; 7/16/13 Item 3.13; 7/23/18 Item 3.11; 8/27/19 Item 3.7; 6/29/21 Item 3.55

BACKGROUND:

Summary

The request before the Board is for approval of Off-site Paper Record Storage Services with VRC Companies, LLC and Iron Mountain Information Management, LLC.

Per Board of Supervisors Policy A-43, in order to safeguard rights and ensure accountability, it is in the best interest of the County and its residents, and essential for the administration of County government, to create, receive, maintain, and make available accurate and reliable County records; and that the most effective way to ensure this is to apply consistent standards for managing records and information across all County departments. In furtherance of this policy, the County Records Management and Archives Program (RMAP) was tasked with

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coordinating the cost-effective storage of County records. Along with storage of paper documents, the storage facility will work with RMAP regarding the County's records retention and destruction schedules that are set by Federal regulations, California Regulations, California codes, and Best Practices.

The use of private storage facilities allows county departments to save space, take advantage of economies of scale that are provided by large storage facilities, and limit risk from local catastrophes. The storage facilities must meet the proper requirements as outline in Board Policy A-43. Offsite document storage complies with all governing regulations.

On July 16, 2013, Minute Order 3.13, based on Request for Quote (RFQ) #RIVCO-97170-2022-RFQ-0000322, the Board approved Off-site Record Management Services with Storetrieve, LLC. In July 2022, Storetrieve, LLC was acquired by VRC Companies dba Vital Records Control (VRC). The new agreement with VRC is to continue providing services to county departments.

During the transition period from Stotrieve to VRC; an Emergency Purchase Justification (Attachment 3) was processed for continuation of county business operation and to pay outstanding invoices as county departments negotiate a new contract with VRC.

The Agreement with Iron Mountain Information Management, LLC as another provider for Off-Site Paper Records Storage Services is leveraging off the OMNIA Partners National Cooperative Contract. In July 2020 the Port of Portland, Oregon released Solicitation No. 2020-9068 for Document and Information Lifecycle Management Services. Upon completion of their evaluation process, Iron Mountain Information Management, LLC was selected as the lowest most responsive bidder, and the OMNIA Partners National Cooperative Contract Master Agreement No. 1325 was established. In addition to the minimum 10% Enterprise discount offered through the OMNIA Partners agreement, Iron Mountain is also providing the following discounts to the County: 32% total discount on carton storage; a 100% discount on receiving and transport fees for the first 156,000 cubic feet; a 65% total discount on the first 130,000 optional open shelf and image on-demand RFID labels.

Impact on Residents and Businesses

There is no negative impact on residents or businesses.

Additional Fiscal Information

Annual costs are dependent on department usage and fluctuate with document storage and destruction requirements.

Approximate annual budget with VRC Companies, LLC.

FY 23/24 - January 2024 – June 2024	\$400,000
FY 24/25 - July 2024 – June 2025	\$800,000
FY 25/26 - July 2025 – June 2026	\$800,000

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FY 26/27 - July 2026 – December 2026	\$400,000
Option Two (2) Additional Annual Renewals	
FY 26/27 - January 2027 – June 2027	\$400,000
FY 27/28 - July 2027 – June 2028	\$800,000
FY 28/29 - July 2028 – December 2029	\$400,000

Approximate annual budget for Iron Mountain Information Management, LLC.

FY 23/24 - January 2024 – June 2024	\$405,384
FY 24/25 - July 2024 – June 2025	\$972,920
FY 25/26 - July 2025 – June 2026	\$972,920
FY 26/27 - July 2026 – June 2027	\$972,920
FY 27/28 - July 2027 – June 2028	\$972,920
FY 28/29 - July 2028 – June 2029	\$972,920
FY 29/30 - July 2029 – June 2030	\$972,920
FY 30/31 - July 2030 – June 2031	\$972,920
FY 31/32 - July 2031 – June 2032	\$972,920
FY 32/33 - July 2032 – June 2033	\$972,920
FY 33/34 - July 2033 – January 2034	\$567,537

Contract History and Price Reasonableness

The previous document storage contract was awarded to Storetrieve, LLC approved by the Board on July 16, 2013 Minute Order 3.13. The contract was extended through June 30, 2022.

The Purchasing Department on behalf of the County issued Request for Quote (RFQ) #RIVCO-97170-2022-RFQ-0000322 on August 19, 2021. The solicitation was sent to 16 potential bidders and advertised publicly on RivcoPRO portal. Three (3) responses to the solicitation were received. After careful evaluation and consideration of all aspects of the RFQ requirements and bidders' response, Purchasing recommended the award to Storetrieve, LLC as the lowest, most responsive, responsible bidder.

ATTACHMENTS:

Attachment 1: Off-site Paper Records Storage Service Agreement with VRC Companies, LLC.

Attachment 2: Off-site Paper Records Storage Agreement with Iron Mountain Information Management, LLC.

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Attachment 3: Emergency Purchase Justification for Off-site Record Storage and Services through VRC Companies, LLC.

Attachment 4: Single Source Justification for VRC Companies, LLC., to continue providing Off-site Record Storage and Services.


Veronica Santillan, Principal Management Analyst 1/4/2024


Gregg Gu, Chief Deputy County Counsel 1/3/2024

OFF-SITE PAPER RECORDS STORAGE SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC



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This Agreement is made and entered into by and between Iron Mountain Information Management, LLC, a Delaware limited liability company, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, and in accordance with Attachment I, HIPAA Business Associate Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature by both Parties and continues in effect through January 22, 2026. The Parties may renew the Agreement via one year periods through January 21, 2034, by written amendment, unless terminated earlier per section 5 "Termination" of this Agreement.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement. Access to County records in accordance with Exhibit A, Scope of Work, shall not be canceled or restricted at any time unless the Agreement is terminated in accordance with this Agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by

COUNTY to CONTRACTOR shall not exceed Nine Hundred Seventy-Two Thousand Nine Hundred Twenty Dollars (\$972,920) annually (per fiscal year July 1 through June 30) including all expenses. Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing. The COUNTY is not responsible for any unauthorized fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through December and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send original invoices to:

The Bill To address noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing addresses.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-97170-002-01/34); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall

immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect. Notwithstanding the foregoing, the Parties acknowledge and agree that due to the nature of storage services, CONTRACTOR cannot stop or suspend such services until all materials stored with CONTRACTOR ("Deposits") have been permanently withdrawn. Therefore, no notice of termination shall be effective until Deposits have been permanently withdrawn and the related fees therefore paid in full. The parties shall work together in good faith to determine a schedule for such permanent withdrawal based on the volume of Deposits then being stored by CONTRACTOR.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to** cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt or service of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination includes a transition close-out period, CONTRACTOR shall:

- (a) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
- (b) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and
- (c) Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities pursuant to Section 3.4; and
- (d) Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.9 CONTRACTOR may terminate this Agreement without cause upon 180 (one hundred eighty) days written notice served upon the COUNTY stating the extent and effective date of termination.

6. Ownership/Use of Contract Deliverables

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A (“Deliverables”) shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, **except where prohibited by law**. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (**i.e. benefit or advantage**), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR’s performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR’s interests, if any, which are or may be perceived as incompatible with the COUNTY’s interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR’s conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not materially in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance

with the terms of the Agreement at no additional cost to the COUNTY, as its sole remedy for such non-conformance. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to remedy a material defect upon 60 days written notice or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all

such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen persons directly providing services hereunder ("Covered Individuals") prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to be a Covered Individual.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for Parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The

CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements required for performance of Services under this Agreement, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit in the County. CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. Notwithstanding the foregoing, CONTRACTOR is under no obligation to accept any orders.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

Upon not less than ten (10) business days' advance written notification by COUNTY, and no more frequently than once a year, CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's invoices related to Services provided under this Agreement. Notwithstanding the above, if COUNTY'S request for audit occurs during CONTRACTOR'S quarter or year end, or such other time during which CONTRACTOR cannot reasonably accommodate such request, the parties shall mutually agree on an extension to the ten business days advance written notification. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement to substantiate invoices for performance of services by CONTRACTOR and be available in the event COUNTY is subject to an audit due to its source of funds.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted when email enters the recipient's mail server as recorded by the sender's system, or two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Purchasing & Fleet Service
3450 14th Street, Suite 420
Riverside, CA 92501

CONTRACTOR

Iron Mountain Information Management, LLC
Attn: Iron Mountain Government Services
1101 Enterprise Drive
Royersford, PA 19468

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, pandemics, or other similar acts, such Party shall not be held liable for such failure to comply. Upon the occurrence of a Force Majeure Event (the "Event"), the affected party shall promptly notify the other party of the Event and be excused from any further performance of its obligations pursuant to this Agreement affected by the Event for as long as such Event continues. The affected party shall use commercially reasonable efforts to remedy the effects of such event in a timely manner.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting

requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost

and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with (a) program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations and all applicable COUNTY policies and procedures required for the performance of the Services.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 CONTRACTOR acknowledges that a breach of any of the promises or agreements contained within Section 16 and Exhibit A "Scope of Services" may result in irreparable and continuing damage to the COUNTY for which there will be no adequate remedy at law. COUNTY shall be entitled to seek injunctive relief and/or a decree for specific performance for such breach, and such other relief as may be proper (including monetary damages if appropriate) and without any requirement to post a bond. Section 11, "Disputes", does not apply to this specific clause.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to

authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.15 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California


By: 
CHUCK WASHINGTON

Chair, Board of Supervisors

Dated: 11/9/24


ATTEST:

Kimberly A. Rector
Clerk of the Board

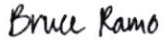
By: 
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: 
Katherine Wilkins,
Deputy County Counsel

Iron Mountain Information Management, LLC, a Delaware limited liability company

DocuSigned by:
By: 
3A7572E6B8EB42C
Bruce Ramo, Vice President

Government Services Compliance

Dated: 18 December 2023

and

By: _____
Name: _____
Title: _____
Dated: _____


Approved as to Form and Legal Content:
Iron Mountain Legal Department

Alan Roth
Client: County of Riverside, CA
Date: December 15, 2023

EXHIBIT A
SCOPE OF WORK

1.0 CONTRACTOR RESPONSIBILITIES

- 1.1 CONTRACTOR shall provide a full-service records center.
- 1.2 CONTRACTOR shall assign staff to be the liaison between CONTRACTOR and COUNTY.
- 1.3 CONTRACTOR shall conduct criminal background record checks on all employees and any subcontractors providing services under this agreement.
 - 1.3.1 The Contractor shall perform a background investigation check in line with CONTRACTOR's employment clearance process before the individual can provide services.
 - 1.3.2 The Contractor shall retain a statement affirming that the employee/subcontractor has completed and passed the background check in each person's personnel file.
- 1.4 Upon termination of this Agreement, or at County's written request, Contractor shall release said records held pursuant to this Agreement, to County or County's designee, at no less than the rate of **five thousand (5,000) boxes per month**. If County requests specific records, Contractor shall release any and all records requested to County, or County's designee, within a reasonable time, not to exceed forty-five (45) days. Furthermore, Contractor shall cooperate with County or County's designee with relocating any and all records held pursuant to this Agreement. Failure to comply with these terms shall constitute a breach of the Agreement.

2.0 FACILITY REQUIREMENTS: COUNTY reserves the right to visit facilities that are storing documents to ensure compliance with the facility requirements.

- 2.1 The building must be constructed with non-combustible materials, walls, columns and floors.
- 2.2 Multi-story facilities must be designed or reviewed by both a licensed fire protection engineer and a civil/structural engineer.
- 2.3 Building must be outside of any flood plain.
- 2.4 The building must be designed in accordance with all applicable codes.
- 2.5 There must be unrestricted emergency vehicle access to the facility.
- 2.6 The floor load limit must be established by a structural engineer and posted in the facility.
- 2.7 The roof system must prevent water from entering the building.
- 2.8 There can be no piping, except for fire protection system piping, through the records storage areas.
- 2.9 Records storage and racking systems:
 - 2.9.1 Systems must include seismic bracing that meets applicable codes.
 - 2.9.2 Systems must be designed to prevent collapse under full load.
 - 2.9.3 Contaminated records must be stored in a separate storage area on a separate HVAC system.
 - 2.9.4 Facility must have an integrated pest management program.
 - 2.9.5 The building must be well-maintained generally.
 - 2.9.6 The building must be able to accommodate a minimum storage requirement of 150,000 cubic feet for County storage.

3.0 SECURITY REQUIREMENTS

- 3.1 CONTRACTOR shall meet any confidentiality requirements on the records placed in storage by the County and shall have procedures for access authorization and controlled access to County records. Each County department utilizing this service will provide the Contractor with

names of employees authorized to place work orders requiring pick-up, retrievals, re-files and destruction of containers. No unauthorized reproduction or distribution of any data is permitted. Contractor shall provide a record of personnel who have required access to stored records or media, and this record shall be maintained throughout the entire term of the contract.

- 3.2 CONTRACTOR shall have security guards or a monitored alarm system with or without security cameras 24 hours per day, seven days per week. All staff employed by Contractor or performing services on behalf of the contractor shall undergo a background check through, at minimum, the State of California Department of Justice.
- 3.3 CONTRACTOR shall track all access to the storage area. Non-employees entering the storage area must sign in and out. All records are subject to inspection.

4.0 FIRE SAFETY / PROTECTION

- 4.1 Fire detection & suppression must be designed or reviewed by a licensed fire protection engineer.
- 4.2 Two (2) hour fire barrier walls must be provided between storage areas.
- 4.3 Two (2) hour rated walls must be provided between records storage areas and auxiliary spaces.
- 4.4 All penetrations through fire walls must be sealed with fire stopping material.
- 4.5 The roof fire rating must be a minimum 1/2 hour or protected by fire sprinklers. Doors between records storage areas must be self-closing and have a Class A fire rating.
- 4.6 RESERVED.
- 4.7 Expansion joints in firewalls must be properly protected.
- 4.8 Building columns in records storage areas must be one (1) hour fire resistive or protect in accordance with NFPA 13.
- 4.9 No automatic roof vents for routine ventilation are allowed in records storage areas. Properly designed roof vents for fire venting are acceptable. Lightweight steel must be protected with ten (10) minute fire resistance coating or large drop sprinkler heads.
- 4.10 No open flame unit heaters or equipment is allowed in records storage areas.
- 4.11 Existing facility- two (2) hour fire barrier wall separation with no openings between records storage areas and boiler rooms or rooms with fuel suppliers (generator rooms).
- 4.12 New facility- four (4) hour fire barrier wall separation with no openings between records storage areas and boiler rooms or rooms with fuel supplies (generator rooms).
- 4.13 New facility- fuel supply lines must not be installed in records storage areas. Fuel lines must be separated from records storage areas by four (4) hour rated construction assemblies.
- 4.14 Equipment rows running perpendicular to wall must be NFPA 101 compliant.
- 4.15 No oil-based transformers are permitted in records storage areas -light ballast OK. Electrical wiring must be in metal conduit. Battery charging areas for electric forklifts require at least two (2) hour fire barrier separation from records storage.
- 4.16 No hazardous materials are permitted to be stored in records storage areas- including nitrate film.
- 4.17 All records storage areas must have a professionally designed fire detection and suppression system designed to limit loss to a maximum anticipated loss in any single fire event to a maximum of 300 cubic feet of records.

5.0 RESERVED.

6.0 DOCUMENT DESTRUCTION AND RECORDS RETENTION

- 6.1 Destruction of County records is not authorized until written approval is received from the Records Management and Archives Program. This form shall be maintained by the CONTRACTOR throughout the entire term of the contract.
- 6.2 CONTRACTOR shall provide the responsible department and the Records Management and Archives Program with an itemized Certificate of Destruction which shall include at a minimum:
 - 6.2.1 Date of Destruction
 - 6.2.2 Method of Destruction
 - 6.2.3 Description of the disposed records
 - 6.2.4 Inclusive dates covered
 - 6.2.5 A statement indicating that the documents were destroyed in the normal course of business and signatures of individuals supervising and witnessing the destruction
- 6.3 Upon request, an employee of the County of Riverside shall witness the destruction of County-owned documents
 - 6.3.1 Documents shall be crosscut to a particle size no larger than 1/2 x 1 1/2 inches.
 - 6.3.2 Documents shall not be re-sold by the Contractor for any purpose until such time as the documents are rendered illegible.
 - 6.3.3 Contractor is NOT authorized to provide destruction services for electronic media or micro-media.
- 6.4 Records Retention Requirements.
 - 6.4.1 CONTRACTOR shall provide means for the Records Management and Archives Program to add and/or update retention schedules for all County departments.
 - 6.4.2 CONTRACTOR shall provide documentation supporting any retention period extension due to litigation or audit submitted by any County department.
 - 6.4.3 Contractor is NOT authorized to change retention schedules.

7.0 ACCOUNT MAINTENANCE

- 7.1 CONTRACTOR shall provide an organizational chart representing all aspects of County account management, and all locations for storage of County documents. A detailed breakdown of storage, by department, by location, shall also be provided.
- 7.2 CONTRACTOR shall be notified in writing, within a minimum of ten (10) business days advance notice, of any changes to account management and/or storage locations.
- 7.3 CONTRACTOR shall approve the primary account manager as a condition of contract award and shall have the right to request a change in primary account management responsibility with thirty (30) days advance written notice, without condition, at any time throughout the term of the contract.
- 7.4 CONTRACTOR shall maintain all account records throughout the entire term of the contract plus an additional seven (7) years or until such time as the County certifies that all audits have been completed.

8.0 REPORTS

- 8.1 CONTRACTOR shall provide reports upon request for service charges including but not limited to data entry, inventory, destruction, supplies, boxes, labels, after hours fees, and break down of any fees charged to the County.

9.0 DELIVERY/PICK-UP

- 9.1 CONTRACTOR shall provide service to include pick-up and delivery of records at any County of Riverside location, including Blythe, California.
- 9.2 CONTRACTOR shall provide necessary vehicles, staff and clerical support to perform services seven (7) days per week, including twice-daily pick-up and delivery of records upon request. All drivers must have a valid driver's license and all vehicles must be properly insured and secure.
- 9.2.1 TRANSPORTATION SERVICES, PICKUP & DELIVERY
- 9.2.1.1 STANDARD DELIVERY
- 9.2.1.1.1 2 cartons or less; or 10 files or less - Order by 3:00 PM for delivery within 2 Business Days via Third Party
- 9.2.1.1.2 Deliveries of 3 or more items will be delivered on a fixed weekly schedule.
- 9.2.1.1.3 Fixed Weekly Schedule for your market can be determined by clicking this link:
<https://www.ironmountain.com/contact/zip-code-lookup>
- 9.2.1.2 RUSH DELIVERY, BUSINESS DAY
- 9.2.1.2.1 Order between 8:00 am and 3:00 pm, deliver within 3 hours
- 9.2.1.3 RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS
- 9.2.1.3.1 Order after 3:00 pm or before 8:00 am, deliver within 4 hours.
- 9.2.1.4 REGULAR PICKUP
- 9.2.1.4.1 All PICK-UPS will be serviced on a fixed weekly schedule. - Local markets will communicate fixed weekly schedules. Fixed Weekly Schedule for your market can be determined by clicking this link:
<https://www.ironmountain.com/contact/zip-code-lookup>
- 9.2.2 RUSH PICKUP, BUSINESS DAY
- 9.2.2.1 Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.
- 10.0 ADDITIONAL SPECIAL REQUIREMENTS FOR RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS)
- 10.1 CONTRACTOR shall provide Regular Rush and STAT delivery services to RUHS, seven (7) days per week, twenty-four (24) hours per day.
- 10.1.1 Regular deliveries must be made no later than 8:00 AM and 3:00 PM daily.
- 10.1.2 Rush deliveries must be made within four (4) hours of initial call/order to Contractor, and
- 10.1.3 STAT deliveries must be made within three (3) hours of initial call/order to Contractor.
- 10.1.4 When RUHS requires a document(s) which cannot be delivered within a specified time frame, Contractor may be required to fax documents to RUHS and follow up with a hard copy of the document(s) at the next scheduled delivery.
- 10.2 CONTRACTOR shall by the 10th of each month, provide RUHS a report listing all linear feet subdivided by department.

- 10.3 CONTRACTOR shall as requested, provide specialized reports to RUHS within five (5) days of request.
- 10.4 CONTRACTOR shall submit one (1) invoice monthly to RUHS which lists each department utilizing the services and their monthly cost.
- 10.5 CONTRACTOR shall provide up to twenty (20) medical record carts to RUHS for file transfers.
- 11.0 COUNTY REPRESENTATIONS.
 - 11.1 COUNTY warrants that it is the owner or legal custodian of all materials supplied to CONTRACTOR (“Deposits”) and has full authority to direct CONTRACTOR to store, shred, image or otherwise dispose of the Deposits in accordance with the terms of this Agreement. COUNTY shall reimburse CONTRACTOR for any expenses reasonably incurred by CONTRACTOR (including reasonable attorneys’ fees) by reason of (i) CONTRACTOR’s compliance with the instructions of COUNTY in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by COUNTY with CONTRACTOR, and (ii) any misrepresentation by COUNTY.

EXHIBIT B
PAYMENT PROVISIONS

PRICING FOR CORE SERVICES – YEAR ONE

		OMNIA List Price – Enterprise Tier - Minimum 10% Discount From Tier 3	Discount	County of Riverside Price	
Records Management					
Service Offering	Unit	100,001+ CFT	100,001+ CFT	100,001+ CFT	
Standard Storage					
Carton Storage	Cubic Foot	\$0.219	32%	\$0.150	
Receiving and Entry-Carton	Cubic Foot	\$1.52	10%	\$1.37	*100% discount offered to fir 156,000 CF
Regular Retrieval-Carton	Cubic Foot	\$1.91	10%	\$1.72	
Regular Refile-Carton	Cubic Foot	\$1.91	10%	\$1.72	
Regular Retrieval-File From Carton	File	\$2.56	10%	\$2.30	
Regular Refile - File	File	\$2.56	10%	\$2.30	
Archival Destruction-Carton (plus regular retrieval charge)	Cubic Foot	\$2.32	10%	\$2.09	
Archival Destruction-File from Carton (plus regular retrieval charge)	File	\$2.17	10%	\$1.95	
Perm Withdrawal-Carton - CF, plus regular retrieval charge	Cubic Foot	\$2.89	10%	\$2.60	
Perm Withdrawal-File (plus regular retrieval charge)	File	\$1.44	10%	\$1.30	
Transport Handling Charge	Cubic Foot	\$1.74	10%	\$1.57	*100% discount offered to fi 156,000 CF
Next Day Delivery - Order by 3:00 PM for delivery next Business Day ¹	Trip	\$18.12	10%	\$16.31	
Next Day Delivery - Zone 2 ¹	Trip	\$37.87	10%	\$34.08	
Next Day Delivery - Zone 3 ¹	Trip	\$44.46	10%	\$40.01	
Next Day Delivery - Zone 4 ¹	Trip	\$51.04	10%	\$45.94	
Next Day Delivery - Zone 5 ¹	Trip	\$61.38	10%	\$55.24	
Next Day Delivery - Zone 6 ¹	Trip	Call for Quote	Call for Quote	Call for Quote	
Next Day Delivery - Zone Metro ¹	Trip	\$25.80	10%	\$23.22	
Next Day Delivery - Zone Metro NYC ¹	Trip	\$34.58	10%	\$31.12	
Half Day Delivery - Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM ¹	Trip	\$69.52	10%	\$62.57	
Rush Delivery-Business Day - Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day ¹	Trip	\$137.90	10%	\$124.11	
Rush Delivery-Weekends/Holidays/After Hrs - Delivery within 4 hours of placement of Order ¹	Trip	\$277.00	10%	\$249.30	
Regular Pickup - Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days ¹	Trip	\$18.12	10%	\$16.31	
Regular Pickup - Zone 2 ¹	Trip	\$37.87	10%	\$34.08	
Regular Pickup - Zone 3 ¹	Trip	\$44.46	10%	\$40.01	

Regular Pickup - Zone 4 ¹	Trip	\$51.04	10%	\$45.94
Regular Pickup - Zone 5 ¹	Trip	\$61.38	10%	\$55.24
Regular Pickup - Zone 6 ¹	Trip	Call for Quote	Call for Quote	Call for Quote
Regular Pickup - Zone Metro ¹	Trip	\$25.80	10%	\$23.22
Regular Pickup - Zone Metro NYC ¹	Trip	\$34.58	10%	\$31.12
Rush Pickup - Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day ¹	Trip	\$137.90	10%	\$124.11
Rush Retrieval-File From Carton	File	\$10.50	10%	\$9.45
Retrieval Carton Rush	Cubic Foot	\$7.97	10%	\$7.17
Individual List/Indexing	Each	\$0.81	10%	\$0.73
Interfile	Each	\$9.66	10%	\$8.69
Photocopy	Page	\$0.90	10%	\$0.81
Fax Transmission	Page	\$1.21	10%	\$1.09
Re-Boxing Charge (plus new carton, regular retrieval charge and refile charge)	Each	\$5.49	10%	\$4.94
Miscellaneous Services-Hourly Labor	Hour	\$71.45	10%	\$64.31
Storage Monthly Minimum Charge	Month	\$188.29	10%	\$169.46
Minimum Service Charge	Order	\$18.10	10%	\$16.29
Admin Fee - Summary	Per account ID	\$49.32	10%	\$44.39
Admin Fee - Detailed	Per account ID	\$101.77	10%	\$91.59
#2000A Auto-fold Letter / Legal (1.2 CF)	Each	\$4.15	10%	\$3.74
#2000 Standard Carton Letter / Legal (1.2 CF)	Each	\$5.40	10%	\$4.86
#450 Letter Transfile Carton (2.4 CF)	Each	\$3.95	10%	\$3.56
#550 Letter Transfile Carton (3.6 CF)	Each	\$6.85	10%	\$6.17
#200 X-Ray Carton	Each	\$8.07	10%	\$7.26
Service Offering	Unit	50,001 – 100k+ CFT		
Open Shelf & Image on Demand				
RFID Label	Each	\$0.72	10%	\$0.65
Open Shelf - Interfile	Each	\$6.46	10%	\$5.81
Open Shelf Individual Listing	Each	\$0.81	10%	\$0.73
Open Shelf - Rush Retrieval- File	File	\$8.33	10%	\$7.50
Open Shelf Medical	Linear Foot	\$0.44	10%	\$0.40
Open Shelf Storage-X-Ray	Linear Foot	\$0.66	10%	\$0.59
Open Shelf - Receiving and Entry	Linear Foot	\$2.78	10%	\$2.50
Open Shelf Regular Retrieval- File	File	\$1.50	10%	\$1.35
Open Shelf Regular Refile	Linear Foot	\$1.50	10%	\$1.35
Open Shelf - Archival Destruction	Linear Foot	\$1.44	10%	\$1.30
Open Shelf - Permanent Withdrawal	Linear Foot	\$1.44	10%	\$1.30
Image on Demand - Retrieval, File	File	\$2.56	10%	\$2.30
Image on Demand - Refile, File	File	\$2.32	10%	\$2.09
Image on Demand - Minimum ²	Order	\$23.59	10%	\$21.23
Image on Demand - Image ³	Image	\$0.22	10%	\$0.20

*65% discount offered to first 130,000 RFID labels

PRICING FOR CORE SERVICES – OUT YEARS

		Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10
Records Management										
Service Offering	Unit	100,001+ CFT	100,001+ CFT	100,001+ CFT	100,001+ CFT	100,001+ CFT	100,001+ CFT	100,001+ CFT	100,001+ CFT	100,001+ CFT
Carton Storage	Cubic Foot	\$0.155	\$0.160	\$0.165	\$0.170	\$0.175	\$0.180	\$0.185	\$0.191	\$0.197
Receiving and Entry-Carton	Cubic Foot	\$1.420	\$1.480	\$1.540	\$1.600	\$1.660	\$1.730	\$1.800	\$1.870	\$1.940
Regular Retrieval-Carton	Cubic Foot	\$1.79	\$1.86	\$1.93	\$2.01	\$2.09	\$2.17	\$2.26	\$2.35	\$2.44
Regular Refile-Carton	Cubic Foot	\$1.79	\$1.86	\$1.93	\$2.01	\$2.09	\$2.17	\$2.26	\$2.35	\$2.44
Regular Retrieval-File From Carton	File	\$2.39	\$2.49	\$2.59	\$2.69	\$2.80	\$2.91	\$3.03	\$3.15	\$3.28
Regular Refile - File	File	\$2.39	\$2.49	\$2.59	\$2.69	\$2.80	\$2.91	\$3.03	\$3.15	\$3.28
Archival Destruction-Carton (plus regular retrieval charge)	Cubic Foot	\$2.17	\$2.26	\$2.35	\$2.44	\$2.54	\$2.64	\$2.75	\$2.86	\$2.97
Archival Destruction-File from Carton (plus regular retrieval charge)	File	\$2.03	\$2.11	\$2.19	\$2.28	\$2.37	\$2.46	\$2.56	\$2.66	\$2.77
Perm Withdrawal-Carton - CF, plus regular retrieval charge	Cubic Foot	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16	\$3.29	\$3.42	\$3.56	\$3.70
Perm Withdrawal-File (plus regular retrieval charge)	File	\$1.35	\$1.40	\$1.46	\$1.52	\$1.58	\$1.64	\$1.71	\$1.78	\$1.85
Transport Handling Charge	Cubic Foot	\$1.63	\$1.70	\$1.77	\$1.84	\$1.91	\$1.99	\$2.07	\$2.15	\$2.24
Next Day Delivery - Order by 3:00 PM for delivery next Business Day ¹	Trip	\$16.96	\$17.64	\$18.35	\$19.08	\$19.84	\$20.63	\$21.46	\$22.32	\$23.21
Next Day Delivery - Zone 2 ¹	Trip	\$35.44	\$36.86	\$38.33	\$39.86	\$41.45	\$43.11	\$44.83	\$46.62	\$48.48
Next Day Delivery - Zone 3 ¹	Trip	\$41.61	\$43.27	\$45.00	\$46.80	\$48.67	\$50.62	\$52.64	\$54.75	\$56.94
Next Day Delivery - Zone 4 ¹	Trip	\$47.78	\$49.69	\$51.68	\$53.75	\$55.90	\$58.14	\$60.47	\$62.89	\$65.41
Next Day Delivery - Zone 5 ¹	Trip	\$57.45	\$59.75	\$62.14	\$64.63	\$67.22	\$69.91	\$72.71	\$75.62	\$78.64
Next Day Delivery - Zone 6 ¹	Trip	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote
Next Day Delivery - Zone Metro ¹	Trip	\$24.15	\$25.12	\$26.12	\$27.16	\$28.25	\$29.38	\$30.56	\$31.78	\$33.05
Next Day Delivery - Zone Metro NYC ¹	Trip	\$32.36	\$33.65	\$35.00	\$36.40	\$37.86	\$39.37	\$40.94	\$42.58	\$44.28
Half Day Delivery - Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM ¹	Trip	\$65.07	\$67.67	\$70.38	\$73.20	\$76.13	\$79.18	\$82.35	\$85.64	\$89.07
Rush Delivery-Business Day - Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day ¹	Trip	\$129.07	\$134.23	\$139.60	\$145.18	\$150.99	\$157.03	\$163.31	\$169.84	\$176.63

Rush Delivery-Weekends/Holidays/After Hrs - Delivery within 4 hours of placement of Order ¹	Trip	\$259.27	\$269.64	\$280.43	\$291.65	\$303.32	\$315.45	\$328.07	\$341.19	\$354.84
Regular Pickup - Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days ¹	Trip	\$16.96	\$17.64	\$18.35	\$19.08	\$19.84	\$20.63	\$21.46	\$22.32	\$23.21
Regular Pickup - Zone 2 ¹	Trip	\$35.44	\$36.86	\$38.33	\$39.86	\$41.45	\$43.11	\$44.83	\$46.62	\$48.48
Regular Pickup - Zone 3 ¹	Trip	\$41.61	\$43.27	\$45.00	\$46.80	\$48.67	\$50.62	\$52.64	\$54.75	\$56.94
Regular Pickup - Zone 4 ¹	Trip	\$47.78	\$49.69	\$51.68	\$53.75	\$55.90	\$58.14	\$60.47	\$62.89	\$65.41
Regular Pickup - Zone 5 ¹	Trip	\$57.45	\$59.75	\$62.14	\$64.63	\$67.22	\$69.91	\$72.71	\$75.62	\$78.64
Regular Pickup - Zone 6 ¹	Trip	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote	Call for Quote
Regular Pickup - Zone Metro ¹	Trip	\$24.15	\$25.12	\$26.12	\$27.16	\$28.25	\$29.38	\$30.56	\$31.78	\$33.05
Regular Pickup - Zone Metro NYC ¹	Trip	\$32.36	\$33.65	\$35.00	\$36.40	\$37.86	\$39.37	\$40.94	\$42.58	\$44.28
Rush Pickup - Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day ¹	Trip	\$129.07	\$134.23	\$139.60	\$145.18	\$150.99	\$157.03	\$163.31	\$169.84	\$176.63
Rush Retrieval-File From Carton	File	\$9.83	\$10.22	\$10.63	\$11.06	\$11.50	\$11.96	\$12.44	\$12.94	\$13.46
Retrieval Carton Rush	Cubic Foot	\$7.46	\$7.76	\$8.07	\$8.39	\$8.73	\$9.08	\$9.44	\$9.82	\$10.21
Individual List/Indexing	Each	\$0.76	\$0.79	\$0.82	\$0.85	\$0.88	\$0.92	\$0.96	\$1.00	\$1.04
Interfile	Each	\$9.04	\$9.40	\$9.78	\$10.17	\$10.58	\$11.00	\$11.44	\$11.90	\$12.38
Photocopy	Page	\$0.84	\$0.87	\$0.90	\$0.94	\$0.98	\$1.02	\$1.06	\$1.10	\$1.14
Fax Transmission	Page	\$1.13	\$1.18	\$1.23	\$1.28	\$1.33	\$1.38	\$1.44	\$1.50	\$1.56
Re-Boxing Charge (plus new carton, regular retrieval charge and refill charge)	Each	\$5.14	\$5.35	\$5.56	\$5.78	\$6.01	\$6.25	\$6.50	\$6.76	\$7.03
Miscellaneous Services-Hourly Labor	Hour	\$66.88	\$69.56	\$72.34	\$75.23	\$78.24	\$81.37	\$84.62	\$88.00	\$91.52
Storage Monthly Minimum Charge	Month	\$176.24	\$183.29	\$190.62	\$198.24	\$206.17	\$214.42	\$223.00	\$231.92	\$241.20
Minimum Service Charge	Order	\$16.94	\$17.62	\$18.32	\$19.05	\$19.81	\$20.60	\$21.42	\$22.28	\$23.17
Admin Fee - Summary	Per account ID	\$46.17	\$48.02	\$49.94	\$51.94	\$54.02	\$56.18	\$58.43	\$60.77	\$63.20
Admin Fee - Detailed	Per account ID	\$95.25	\$99.06	\$103.02	\$107.14	\$111.43	\$115.89	\$120.53	\$125.35	\$130.36
#2000A Auto-fold Letter / Legal (1.2 CF)	Each	\$3.89	\$4.05	\$4.21	\$4.38	\$4.56	\$4.74	\$4.93	\$5.13	\$5.34
#2000 Standard Carton Letter / Legal (1.2 CF)	Each	\$5.05	\$5.25	\$5.46	\$5.68	\$5.91	\$6.15	\$6.40	\$6.66	\$6.93
#450 Letter Transfile Carton (2.4 CF)	Each	\$3.70	\$3.85	\$4.00	\$4.16	\$4.33	\$4.50	\$4.68	\$4.87	\$5.06
#550 Letter Transfile Carton (3.6 CF)	Each	\$6.42	\$6.68	\$6.95	\$7.23	\$7.52	\$7.82	\$8.13	\$8.46	\$8.80
#200 X-Ray Carton	Each	\$7.55	\$7.85	\$8.16	\$8.49	\$8.83	\$9.18	\$9.55	\$9.93	\$10.33
Service Offering Open Shelf & Image on Demand	Unit									

RFID Label	Each	\$0.68	\$0.71	\$0.74	\$0.77	\$0.80	\$0.83	\$0.86	\$0.89	\$0.93
Open Shelf - Interfile	Each	\$6.04	\$6.28	\$6.53	\$6.79	\$7.06	\$7.34	\$7.63	\$7.94	\$8.26
Open Shelf Individual Listing	Each	\$0.76	\$0.79	\$0.82	\$0.85	\$0.88	\$0.92	\$0.96	\$1.00	\$1.04
Open Shelf - Rush Retrieval-File	File	\$7.80	\$8.11	\$8.43	\$8.77	\$9.12	\$9.48	\$9.86	\$10.25	\$10.66
Open Shelf Medical	Linear Foot	\$0.42	\$0.44	\$0.46	\$0.48	\$0.50	\$0.52	\$0.54	\$0.56	\$0.58
Open Shelf Storage-X-Ray	Linear Foot	\$0.61	\$0.63	\$0.66	\$0.69	\$0.72	\$0.75	\$0.78	\$0.81	\$0.84
Open Shelf - Receiving and Entry	Linear Foot	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16	\$3.29	\$3.42	\$3.56
Open Shelf Regular Retrieval-File	File	\$1.40	\$1.46	\$1.52	\$1.58	\$1.64	\$1.71	\$1.78	\$1.85	\$1.92
Open Shelf Regular Refile	Linear Foot	\$1.40	\$1.46	\$1.52	\$1.58	\$1.64	\$1.71	\$1.78	\$1.85	\$1.92
Open Shelf - Archival Destruction	Linear Foot	\$1.35	\$1.40	\$1.46	\$1.52	\$1.58	\$1.64	\$1.71	\$1.78	\$1.85
Open Shelf - Permanent Withdrawal	Linear Foot	\$1.35	\$1.40	\$1.46	\$1.52	\$1.58	\$1.64	\$1.71	\$1.78	\$1.85
Image on Demand - Retrieval, File	File	\$2.39	\$2.49	\$2.59	\$2.69	\$2.80	\$2.91	\$3.03	\$3.15	\$3.28
Image on Demand - Refile, File	File	\$2.17	\$2.26	\$2.35	\$2.44	\$2.54	\$2.64	\$2.75	\$2.86	\$2.97
Image on Demand - Minimum ²	Order	\$22.08	\$22.96	\$23.88	\$24.84	\$25.83	\$26.86	\$27.93	\$29.05	\$30.21
Image on Demand - Image ³	Image	\$0.21	\$0.22	\$0.23	\$0.24	\$0.25	\$0.26	\$0.27	\$0.28	\$0.29

Notes:

- 1) Fuel Surcharge Fee is waived during the term of this Agreement.
- 2) Image On Demand (IOD) order minimum charge includes the first 50 page scans.
 - A. Billing & invoicing frequency shall be monthly in arrears.
 - B. No minimum work-order fees shall be allowed.
 - C. Permanently withdrawn boxes out of storage shall not continue to be charged storage fees by the Contractor.
 - D. No Breach Reporting fees shall be allowed.
 - E. Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees above or mentioned elsewhere in this Agreement will not be reimbursed.

Deal Terms	Details
Multi-year Pricing	The pricing offered in this Exhibit B for each year of the Agreement has been outlined above. Upon anniversary date Iron Mountain will automatically apply pricing for the new year as outlined above.
Permanent Withdrawal Reimbursement from another vendor	Terms related to the paid transfer of records from another vendor are covered in the Amendment to Transfer Records

Attachment I

HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is hereby entered into by and between Iron Mountain Information Management, LLC ("Iron Mountain") and County of Riverside ("Customer"), as of the date executed by Customer and recorded on the signature page below ("Effective Date").

This BAA supplements and amends any and all current or future service agreements entered into between Iron Mountain and its affiliates and Customer and its affiliates under which Iron Mountain or its affiliates is providing certain information management services ("Services") for Customer or its affiliates, which Services require the Business Associate to Use and/or Disclose PHI on behalf of the Covered Entity (hereinafter, "Services Agreement"). This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Iron Mountain to Customer.

Iron Mountain and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the "HIPAA Rules"), under which Customer and its affiliates is a "Covered Entity" or "Business Associate" and Iron Mountain and its affiliates is a "Business Associate" of Customer. For purposes of this Agreement, any references hereinafter to Business Associate shall be deemed references to Iron Mountain or its applicable affiliate.

1. Definitions.

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules or in the Services Agreement, as applicable.

- a. **"Breach Notification Rule"** shall mean the rule for Breach Notification for Unsecured Protected Health Information at 45 CFR §164 Subpart D.
- b. **"Business Associate"** shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996.
- d. **"HITECH Act"** shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.
- e. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- f. **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
- g. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR §160 and §164, Subparts A and C.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
- b. Business Associate agrees to use appropriate safeguards, and comply, as applicable, with Subpart C of 45 CFR §164 with respect to electronic PHI, to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement; however, the parties acknowledge and agree it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement

- encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Customer with Business Associate.
- c. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410, but in no event more than three (3) business days after Business Associate has completed its internal investigation and confirmed a Breach as occurred. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific Deposits which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
 - d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure that any business associate that is a subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate for the purpose of assisting in providing Services pursuant to the Services Agreement, agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI through this BAA.
 - e. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving and delivering such PHI in accordance with the terms and conditions of the Services Agreement, so Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.
 - f. Business Associate agrees that if an amendment to PHI in a Designated Record Set in the custody of Business Associate is required, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
 - g. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to determine which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.
 - h. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.
 - i. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).
 - j. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may Use or Disclose PHI as necessary to perform the Services set forth in the Services Agreement.
- b. Business Associate may Use or Disclose PHI as required by law.
- c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.
- d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.
- e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes

for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Customer.

- a. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose their PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Term and Termination.

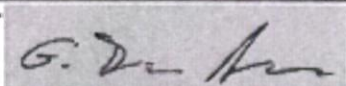
- a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
- c. Effect of Termination.
 - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

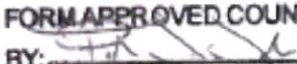
6. Miscellaneous.

- a. Indemnification. Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is either a violation of the HIPAA Rules or a material breach of this BAA ("Claim"). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer's violation of the HIPAA Rules or this BAA, or (ii) the negligent or intentional acts or omissions of Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate's option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate's right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not

settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Business Associate as may be reasonably requested. The foregoing states Customer's sole and exclusive remedy and Business Associate's sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.

- b. Injunctive Relief. Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.
- c. Regulatory References. A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.
- d. Amendment. The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days' written notice to the other party.
- e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.
- f. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the services, other than through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.
- h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.
- i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

CUSTOMER	IRON MOUNTAIN
<i>Signature:</i> <i>Linda Fakhouri</i>	<i>Signature:</i> 
Name: Linda Fakhouri	Name: Derek Anderson
Title: Procurement Contract Specialist	Title: Chief Compliance Officer
Date: 10.26.2023	Date: 04/06/2021

FORM APPROVED COUNTY COUNSEL
 BY:  10/26/2023
 PAULA S. SALCIDO DATE

OFF-SITE PAPER RECORDS STORAGE SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

**VRC COMPANIES, LLC dba VITAL RECORDS CONTROL (VRC)
(Formerly Storetrieve, LLC)**



JAN 9 2024 3.17

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This Agreement is made and entered into by and between **VRC Companies, LLC, a Delaware limited liability company doing business as Vital Records Control (VRC)**, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, in accordance with Attachment I, HIPAA Business Associate Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through **December 31, 2026**, unless terminated earlier, with two (2) one (1) year renewal options by way of written amendment.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement. **Access to County records in accordance with the scope of work shall not be cancelled or restricted at any time until termination in accordance with this agreement.**

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **Eight Hundred Thousand Dollars (\$800,000)** annually (**per fiscal year July 1 through June 30**) including all expenses. **Any costs or fees beyond those listed in Exhibit**

B must be approved in advance by the COUNTY in writing. The COUNTY is not responsible for any **unauthorized** fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices **for the same services** to another **similar** governmental entity of **similar volume or size**) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the **percentage change in Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through December** and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send original invoices to:

The Bill To address noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing addresses.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**RIVCO-97170-001-12/26**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered **every sixty (60) days** in arrears, unless otherwise stated in Exhibit B.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on

the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to** cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 **If notice of termination includes a transition close-out period, CONTRACTOR shall:**

- (a) **Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and**
- (b) **Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and**

- (c) **Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and**
- (d) **Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.**

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Deliverables**

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A ("Deliverables") shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, **except where prohibited by law**. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (i.e. benefit or advantage), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not **materially** in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) months. Covered Individuals shall be required to disclose to

CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for Parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. **CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement.** It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available **in the event COUNTY is subject to an audit due to its source of funds.** CONTRACTOR shall provide to the COUNTY, **or any duly authorized Federal or State agency,** reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted **when email enters the recipient's mail server as recorded by the sender's system, or** two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

**Riverside County Purchasing & Fleet Service
3450 14th Street, Suite 420
Riverside, CA 92501**

CONTRACTOR

**VRC Companies, LLC dba
Vital Records Control (VRC)
5384 Poplar Avenue, Suite 500
Memphis, TN 38119**

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. **Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of

endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with (a) program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

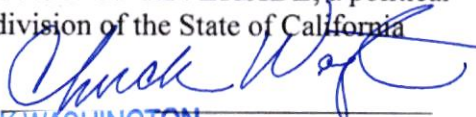
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
CHUCK WASHINGTON, Chair
Board of Supervisors

Dated: 1/9/24

ATTEST:
Kimberly Rector
Clerk of the Board

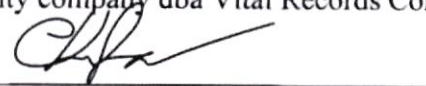
By: 
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: 
Ryan D. Yabko, Katherine Wilkins
Deputy County Counsel

VRC Companies, LLC, a Delaware limited liability company dba Vital Records Control

By: 
Chris Ferrell
Chief Development Officer

Dated: 11/27/2023

and

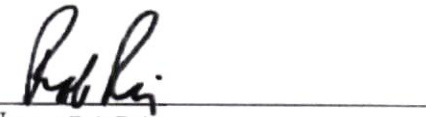
By: 
Name: Rob Reis
Title: Senior Vice President
Dated: 1/3/2024

EXHIBIT A
SCOPE OF WORK

1.0 CONTRACTOR RESPONSIBILITIES

- 1.1 CONTRACTOR shall provide a full-service records center.
- 1.2 CONTRACTOR shall assign staff to be the liaison between CONTRACTOR and COUNTY.
- 1.3 CONTRACTOR shall conduct criminal background record checks on all employees and any subcontractors providing services under this agreement.
 - 1.3.1 The Contractor shall receive a criminal records clearance from the State of California Department of Justice before the individual can provide services.
 - 1.3.2 The Contractor shall retain a statement affirming that the employee/subcontractor has completed and passed the background check in each person's personnel file.
- 1.4 Upon termination of this Agreement, or at County's written request, Contractor shall release said records held pursuant to this Agreement, to County or County's designee, at no less than the rate of **five thousand (5,000) boxes per month**. If County requests specific records, Contractor shall release any and all records requested to County, or County's designee, within a reasonable time, not to exceed forty-five (45) days. Furthermore, Contractor shall cooperate with County or County's designee with relocating any and all records held pursuant to this Agreement. Failure to comply with these terms shall constitute a breach of the Agreement.

2.0 FACILITY REQUIREMENTS: COUNTY reserves the right to visit facilities that are storing documents to ensure compliance with the facility requirements.

- 2.1 The building must be constructed with non-combustible materials, walls, columns and floors.
- 2.2 Multi-story facilities must be designed or reviewed by both a licensed fire protection engineer and a civil/structural engineer.
- 2.3 Building must be outside of any flood plain.
- 2.4 The building must be designed in accordance with all applicable codes.
- 2.5 There must be unrestricted emergency vehicle access to the facility.
- 2.6 The floor load limit must be established by a structural engineer and posted in the facility.
- 2.7 The roof system must prevent water from entering the building.
- 2.8 There can be no piping, except for fire protection system piping, through the records storage areas.
- 2.9 Records storage and racking systems:
 - 2.9.1 Systems must include seismic bracing that meets applicable codes.
 - 2.9.2 Systems must be designed to prevent collapse under full load.
 - 2.9.3 Contaminated records must be stored in a separate storage area on a separate HVAC system.
 - 2.9.4 Facility must have an integrated pest management program.
 - 2.9.5 The building must be well-maintained generally.
 - 2.9.6 The building must be able to accommodate a minimum storage requirement of 150,000 cubic feet for County storage.

3.0 SECURITY REQUIREMENTS

- 3.1 CONTRACTOR shall meet any confidentiality requirements on the records placed in storage by the County and shall have procedures for access authorization and controlled access to County records. Each County department utilizing this service will provide the Contractor with names of employees authorized to place work orders requiring pick-up, retrievals, re-files and destruction of containers. No unauthorized reproduction or distribution of any data

is permitted. Contractor shall provide a record of personnel who have required access to stored records or media, and this record shall be maintained throughout the entire term of the contract.

- 3.2 CONTRACTOR shall have security guards or a monitored alarm system with or without security cameras 24 hours per day, seven days per week. All staff employed by Contractor or performing services on behalf of the contractor shall undergo a background check through, at minimum, the State of California Department of Justice.
- 3.3 CONTRACTOR shall track all access to the storage area. Non-employees entering the storage area must sign in and out. All records are subject to inspection.

4.0 FIRE SAFETY / PROTECTION

- 4.1 Fire detection & suppression must be designed or reviewed by a licensed fire protection engineer.
- 4.2 Three (3) hour fire barrier walls must be provided between storage areas.
- 4.3 Two (2) hour rated walls must be provided between records storage areas and auxiliary spaces.
- 4.4 All penetrations through fire walls must be sealed with fire stopping material.
- 4.5 The roof fire rating must be a minimum 1/2 hour or protected by fire sprinklers. Doors between records storage areas must be self-closing and have a Class A fire rating.
- 4.6 Roof supporting members that crossfire walls must be cut and supported independently on each side of fire barrier.
- 4.7 Expansion joints in firewalls must be properly protected.
- 4.8 Building columns in records storage areas must be one (1) hour fire resistive or protect in accordance with NFPA 13.
- 4.9 No automatic roof vents for routine ventilation are allowed in records storage areas. Properly designed roof vents for fire venting are acceptable. Lightweight steel must be protected with ten (10) minute fire resistance coating or large drop sprinkler heads.
- 4.10 No open flame unit heaters or equipment is allowed in records storage areas.
- 4.11 Existing facility- two (2) hour fire barrier wall separation with no openings between records storage areas and boiler rooms or rooms with fuel suppliers (generator rooms).
- 4.12 New facility- four (4) hour fire barrier wall separation with no openings between records storage areas and boiler rooms or rooms with fuel supplies (generator rooms).
- 4.13 New facility- fuel supply lines must not be installed in records storage areas. Fuel lines must be separated from records storage areas by four (4) hour rated construction assemblies.
- 4.14 Equipment rows running perpendicular to wall must be NFPA 101 compliant.
- 4.15 No oil-based transformers are permitted in records storage areas -light ballast OK. Electrical wiring must be in metal conduit. Battery charging areas for electric forklifts require at least two (2) hour fire barrier separation from records storage.
- 4.16 No hazardous materials are permitted to be stored in records storage areas- including nitrate film.
- 4.17 All records storage areas must have a professionally designed fire detection and suppression system designed to limit loss to a maximum anticipated loss in any single fire event to a maximum of 300 cubic feet of records.

5.0 ENVIRONMENTAL CONTROLS

- 5.1 Paper-based temporary records must be stored in a manner to prevent mold growth with no leaks or moisture problems and where temperature/humidity extremes are avoided.
- 5.2 Records boxes must never be placed directly on the floor and must be stored at least four (4) inches from the floor.

- 5.3 Non-textual temporary records must be stored in conditions that preserve them based on their full retention period.
 - 5.4 Paper-based permanent records must be stored in areas with 24 hour per day, 365 days per year air conditioning equivalent to office space with appropriate temperature, humidity and air-exchange.
 - 5.5 Non-textual permanent records, unscheduled records and sample/select records must comply with the standards for permanent records.
- 6.0 DOCUMENT DESTRUCTION AND RECORDS RETENTION
- 6.1 Destruction of County records is not authorized until written approval is received from the Records Management and Archives Program. This form shall be maintained by the CONTRACTOR throughout the entire term of the contract.
 - 6.2 CONTRACTOR shall provide the responsible department and the Records Management and Archives Program with an itemized Certificate of Destruction which shall include at a minimum:
 - 6.2.1 Date of Destruction
 - 6.2.2 Method of Destruction
 - 6.2.3 Description of the disposed records
 - 6.2.4 Inclusive dates covered
 - 6.2.5 A statement indicating that the documents were destroyed in the normal course of business and signatures of individuals supervising and witnessing the destruction
 - 6.3 Upon request, an employee of the County of Riverside shall witness the destruction of County-owned documents
 - 6.3.1 Documents shall be crosscut to a particle size no larger than 1/2 x 1 1/2 inches.
 - 6.3.2 Documents shall not be re-sold by the Contractor for any purpose until such time as the documents are rendered illegible.
 - 6.3.3 Contractor is NOT authorized to provide destruction services for electronic media or micro- media.
 - 6.4 Records Retention Requirements.
 - 6.4.1 CONTRACTOR shall provide means for the Records Management and Archives Program to add and/or update retention schedules for all County departments.
 - 6.4.2 CONTRACTOR shall provide documentation supporting any retention period extension due to litigation or audit submitted by any County department.
 - 6.4.3 Contractor is NOT authorized to change retention schedules.
- 7.0 ACCOUNT MAINTENANCE
- 7.1 CONTRACTOR shall provide an organizational chart representing all aspects of County account management, and all locations for storage of County documents. A detailed breakdown of storage, by department, by location, shall also be provided.
 - 7.2 CONTRACTOR shall be notified in writing, within a minimum of ten (10) business days advance notice, of any changes to account management and/or storage locations.
 - 7.3 CONTRACTOR shall approve the primary account manager as a condition of contract award and shall have the right to request a change in primary account management responsibility with thirty (30) days advance written notice, without condition, at any time throughout the term of the contract.
 - 7.4 CONTRACTOR shall maintain all account records throughout the entire term of the contract plus an additional seven (7) years or until such time as the County certifies that all audits have been completed.

8.0 REPORTS

- 8.1 CONTRACTOR shall provide reports upon request for service charges including but not limited to data entry, inventory, destruction, supplies, boxes, labels, after hours fees, and break down of any fees charged to the County.

9.0 DELIVERY/PICK-UP

- 9.1 CONTRACTOR shall provide service to include pick-up and delivery of records at any County of Riverside location, including Blythe, California.
- 9.2 CONTRACTOR shall provide necessary vehicles, staff and clerical support to perform services seven (7) days per week, including twice-daily pick-up and delivery of records upon request. All drivers must have a valid driver's license and all vehicles must be properly insured and secure.

10.0 ADDITIONAL SPECIAL REQUIREMENTS FOR RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS)

- 10.1 CONTRACTOR shall provide Regular Rush and STAT delivery services to RUHS, seven (7) days per week, twenty-four (24) hours per day.
 - 10.1.1 Regular deliveries must be made no later than 8:00 AM and 3:00 PM daily.
 - 10.1.2 Rush deliveries must be made within three (3) hours of initial call/order to Contractor, and
 - 10.1.3 STAT deliveries must be made within two (2) hours of initial call/order to Contractor.
 - 10.1.4 When RUHS requires a document(s) which cannot be delivered within a specified time frame, Contractor may be required to fax documents to RUHS and follow up with a hard copy of the document(s) at the next scheduled delivery.
- 10.2 CONTRACTOR shall by the 10th of each month, provide RUHS a report listing all linear feet subdivided by department.
- 10.3 CONTRACTOR shall as requested, provide specialized reports to RUHS within five (5) days of request.
- 10.4 CONTRACTOR shall submit one (1) invoice monthly to RUHS which lists each department utilizing the services and their monthly cost.
- 10.5 CONTRACTOR shall provide up to twenty (20) medical record carts to RUHS for file transfers.

**EXHIBIT B
PAYMENT PROVISIONS**

RIVERSIDE COUNTY ACCOUNTS - RATE SHEET FOR VRC SERVICES - EFFECTIVE 11/1/23

The Rates as outlined below or any amendments thereto will be charged pursuant to the Terms and Conditions for Information Storage and Management Services to which it is now attached.

MONTHLY STORAGE RATES	PRICE PER CUBIC FOOT PER MONTH
Standard Secure Box Storage	\$ 0.15
Standard Climate Control Storage	\$ 0.59
Standard Vault Storage	\$ 2.25
Open File Storage (per linear foot)	\$ As Quoted
BOX/FILE MAINTENANCE	SERVICE RATES
Retrievals or Refiles	
Per Box	\$ 3.75
Per File from Indexed Box	\$ 3.75
Per File from Non-Indexed Box	\$ 5.00
Retrievals or Refiles (Emergency or Stat)	
Per Box	\$ 3.75
Per File from Indexed Box	\$ 3.75
Per File from Non-Indexed Box	\$ 5.00
FILE SERVICES	
Indexing / Data Entry (per file within a box)	\$ 0.39
New Box Set-Up (includes barcode & data entry)	\$ 1.00
Computer Set-Up of Open Files	\$ As Quoted
Fax on Demand (Per Page)	\$ 0.15
COURIER SERVICES FOR BOXES/FILES	
Next Day Delivery (notice by 3:00 pm, delivery by noon)	\$ 24.00
Same Day Delivery (notice by 10:00 am, delivery by 4:00 pm)	\$ 24.00
Customer Pickup (same cutoff times apply)	\$ 15.00
Additional Delivery (request for next delivery run made after cutoff)	\$ 55.00
After Hours Delivery (evenings, weekends, holidays)	\$ 125.00
Each Additional Box or File over 1 (same courier trip) add	\$ 0.00
VitalScan (Per Image with 50 page minimum)	\$ 0.10
{VitalScan includes reasonable prepping and scanning of the file requested. five dollar minimum per file scanned. A VitalScan service/delivery is defined as follows: Requests received by VRC before 10:00 a.m. Monday through Friday will be scanned and delivered by VRC before 4:00 p.m. of the same day. Requests received by VRC before 3:00 p.m. Monday through Friday will be scanned and delivered by VRC before 12:00 p.m. the following business day.}	
NOTE: Requests for delivery or pick-up that exceed 20 boxes may require additional time for servicing. Said additional time will be reasonable and mutually agreed upon by Customer and VRC.	
OTHER SERVICES / PRODUCTS	
Viewing Room at VRC (if available)	No Charge
Copies (per page)	\$ 0.25
Destruction Charge (per box excluding access)	\$ 3.50
Permanent Removal Charge (per box excluding access)	\$ 4.50
Repacking Charge (per box excluding cost of box)	\$ 3.00
Purchase of Standard File Box (LL)	\$ 2.75
Destruction Bin Rotation Services	As Quoted
Imaging Services	As Quoted

- A. Billing & invoicing frequency shall be no more than bimonthly (once every two months or 60 days).
- B. No minimum work-order fees shall be allowed.
- C. Boxes out of storage shall not continue to be charged storage fees by the Contractor.

- D. **No Breach Reporting fees shall be allowed.**
- E. Invoice must include the delivery service location and Destruction Certificates bearing County witness signature and phone number.
- F. Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees above or mentioned elsewhere in this Agreement will not be reimbursed.

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the Parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the Parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and

- (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
- 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
- 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
- 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary. Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third-party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
- 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The Parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Hold Harmless/Indemnification.**
- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising

from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third-party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either Party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either Party, upon written notice to the other Party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other Party breaches a material provision of this Addendum.
 - 2) Provide the other Party with an opportunity to cure the alleged material breach and in the event the other Party fails to cure the breach to the satisfaction of the non-breaching Party in a timely manner, the non-breaching Party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching Party, upon the request of the non-breaching Party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching Party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible.

Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12.

General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.

If more space is needed, please attach additional page(s).

Emergency procurement shall be defined as a sudden and/or unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of impairment of life, health, property, or essential public services. (Please attach itemized quote or invoice if available).

Agency/Department: Purchasing and Fleet/Countywide

Total Dollar Amount: \$295K

Vendor Name: VRC Companies, LLC

Vendor #: 0000254968

Date of Incident: Ongoing FY 22/23

Location of Incident: N/A

1. State the goods, services, or equipment which will mitigate the emergency situation: Offsite Records Management Storage and Services through VRC Companies, LLC (VRC).

2. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation: Storetrieve, LLC (Storetrieve - previous incumbent for needed services) was awarded a new 5-year contract beginning 7/1/22. Despite efforts, and Storetrieve continuing to house and pick up Riverside County records, the contract was not executed prior to VRC acquiring Storetrieve in September of 2022. Efforts to secure an executed contract continued following acquisition, however the quality of VRC's service levels rapidly declined once all records were transitioned from Storetrieve's database to VRC's. The County has held payment in hopes to speed up contract execution. As the fiscal yearend nears, if non-payment continues the County risks suspension of pulling County records for lack of payment for services rendered.

3. State the financial or operational damage/risk that will occur if needs are not satisfied immediately: The County risks VRC's suspension of pulling County records for lack of payment for services. These records include both vital and non-vital records; many of which are directly related to patient care for the hospital and that could risk potential health and safety of affected constituents

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and/or fines and loss of licensing/certification for the Medical Center. Beyond hospital records, VRC holds records for all other County departments; the suspension of pulling records for any County agency could lead to significant gaps in daily operations and services to constituents.

4. State why the needs were not or could not be anticipated, so that the goods/services could have been purchased following standard procedures: Executives from the Executive Office, Purchasing and Fleet, Assessor-Clerk-Recorder, and RUHS-Medical Center have been in negotiations regarding remedying service issues and quality with top level executives from VRC since February 2023. Throughout negotiations VRC has continued to hold and service all County records; however, the County has held payment in hopes to speed up service correction and contract execution. Negotiations remain ongoing with limited resolve, despite the County's opportunity to pay for services in this fiscal year diminishing as the yearend budget processes comes to a close.

5. State the reason and process used for selecting the vendor (Attach all quotes/proposals received, if applicable): Storetrieve, LLC (Storetrieve - previous incumbent for needed services) was awarded a new 5-year contract beginning 7/1/22. VRC acquired Storetrieve in September of 2022.

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.
If more space is needed, please attach additional page(s).

Meghan Hahn

Department/Asst. or Deputy Head Signature

Title: Deputy Director of Purchasing **Date:** 6/30/23

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

<i>Meghan Hahn</i>	6/30/23	23-238
Purchasing Agent	Date	SSJ Approval #

You will need a Sole Source Justification (SSJ) control number for this emergency purchase. Only the Director of Purchasing, Assistant Director or Purchasing Manager can approve the SSJ control number.

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.
If more space is needed, please attach additional page(s).

ATTACHMENT A

LIST OF CENTRAL PURCHASING STAFF WHO CAN VERBALLY APPROVE EMERGENCY PURCHASES

Please attempt to contact via the chain of command below:

Contact	Title	Email	Telephone
Suzanna Hinckley	Asst. Director, Purchasing & Fleet Services	shinckley@rivco.org	Office: (951) 955-4935 Cell: (951) 204-2695
Meghan Hahn	Deputy Director, Purchasing & Fleet Services	mehahn@rivco.org	Office: (951) 955-4937



Purchasing and Fleet Services

Meghan Hahn, Director

Purchasing ★ Fleet ★ Central Mail ★ Surplus

Date: December 11, 2023
From: John Farrar, Procurement Contract Specialist
To: Purchasing Agent
Subject: Single Source Procurement; Request for continued use of VRC for Countywide Off-Site Paper Records Storage and Related Services

The below information is provided in support of my department requesting approval for a single source.

1. **Supplier being requested:** VRC Companies, LLC
2. **Vendor ID:** 0000254968
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
 Yes **No**
SSJ# _____
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested:** Off-Site Paper Records Storage and Related Services
6. **Unique features of the supply/service being requested from this supplier:** VRC formerly Storetrieve was the awarded vendor for the County's Off-Site Paper Records Storage and Related Services since 2013.
7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** Currently there are approximately 30 departments countywide using this facility for storage. The County will benefit by having a contract in place to allow all county departments to continue to have services provided.
8. **Period of Performance:** From: 01/09/2024 to 12/31/2026 with two (2) one (1) year renewal options

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase.

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
One-time Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ongoing Costs	\$400,000	\$800,000	\$800,000	\$600,000	\$400,000	\$200,000	\$3,200,000
Total Costs	\$400,000	\$800,000	\$800,000	\$600,000	\$400,000	\$200,000	\$3,200,000

10. Price Reasonableness: The previous document storage contract was awarded to Storetrieve, LLC approved by the Board on July 16, 2013 Minute Order 3.13. The contract was extended through June 30, 2022. The Purchasing Department on behalf of the County issued Request for Quote (RFQ) #RIVCO-97170-2022-RFQ-0000322 on August 19, 2021. The solicitation was sent to 16 potential bidders and advertised publicly on RivcoPRO portal. Three (3) responses to the solicitation were received. After careful evaluation and consideration of all aspects of the RFQ requirements and bidders' response, Purchasing recommended the award to Storetrieve, LLC as the lowest, most responsive, responsible bidder.

11. Projected Board of Supervisor Date (if applicable): January 9, 2024

Department Head Signature Print Name Date
(or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve
 Approve with Condition/s
 Disapprove

Condition/s:

Approved; with cost not to exceed FY limitations noted above.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____

Meghan Hahn 12/26/23 24-157
Purchasing Agent **Date** **Approval Number**
(Reference on Purchasing Documents)