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



ITEM: 3.36 (ID # 25064)

MEETING DATE:

FROM:

PURCHASING AND FLEET SERVICES

Tuesday, October 01, 2024

**SUBJECT:** PURCHASING & FLEET SERVICES: Approve the Professional Service Agreement for the Secure and Non-Secure Document and Media Destruction Services and Bulk Recycling Services with Iron Mountain Information Management, LLC, a Delaware limited liability company, leveraging the OMNIA Partners National Cooperative Contract No. 1325 through January 22, 2026 with the option to renew annually through January 30, 2034 for an annual amount not to exceed \$500,000. Districts: All. [Total Cost: \$5,000,000; up to \$1,000,000 in additional compensation - 100% Department Budgets]

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

 Approve the Professional Service Agreement with Iron Mountain Information Management, LLC for Secure and Non-Secure Document and Media Destruction Services and Bulk Recycling Services leveraging the OMNIA Partners Nation Cooperative Contract No. 1325 through January 22, 2026, with the option to renew annually through January 21, 2034, for an annual amount not to exceed \$500,000, and authorize the Chair of the Board to sign the Agreement on behalf of the County;

Continued on Page 2

**ACTION:Policy** 

Meghan Hahn
Meghan Hahn, Director of Procurement
9/6/2024

#### 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:

October 1, 2024

XC:

Purchasing

3.36

Kimberly A. Rector

Clerk of the Board

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

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) issue purchase orders to Iron Mountain Information Management, LLC for services under the Agreement that do not exceed the approved annual amount; (b) sign amendments that exercise the options of the Agreement, including modifications of the scope of services that stay within the intent of the Agreement; and (c) sign amendments to the compensation provision that do not exceed the sum total of twenty percent (20%) of the total cost of the Agreement; and
- 3. Authorize the Chair to sign three (3) copies of the Agreement on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the Agreement to Purchasing for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 500,000	\$ 5,000,000	\$0
NET COUNTY COST	\$0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: 100% Department/District Budgets			Budget Adjus	stment: No
			For Fiscal Ye	ar: 24/25 – 33/34

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### Summary

The County of Riverside is committed to ensuring the confidential and secure destruction of confidential and sensitive information in compliance with all applicable laws, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Confidentiality of Medical Information Act (CMIA), and California Civil Code sections 1798.80-1798.84.

Purchasing has maintained Countywide secure and non-secure document and media destruction and bulk recycling services contracts since September 25, 2018 (Agenda Item 3.13), through which County departments obtain services. The need for secure and non-secure document and media destruction and bulk recycling services, varies by department and district. The County's current estimated annual amount of document destruction is over 3.5 million pounds across nearly 300 separate County locations.

#### Impact on Residents and Businesses

The County of Riverside is committed to ensuring the confidential and secure destruction of documents, media and sensitive information follows all applicable laws.

#### **Additional Fiscal Information**

The estimated contract cost is based on reports extracted from the county's financial system. The County is anticipating an estimated annual amount of \$500,000 in document destruction

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

services. The additional 20% is for any CPI increases, and additional services requested by departments.

## Contract History and Price Reasonableness

The previous secure and non-secure document and media destruction and bulk recycling services contract was awarded to Shred-It USA, LLC on September 25, 2018, via Minute Order 3.13. The contract was extended through June 30, 2024.

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. It is the recommendation of the Purchasing and Fleet Services department to select Iron Mountain Information Management, LLC leveraging the OMNIA Partners National Cooperative Contract No. 1325. Along with their expertise and the need to provide various areas of the County with Secure and Non-Secure Document and Media Destruction and Bulk Recycling Services Iron Mountain Information Management, LLC is able to provide an all-inclusive service. The rates for these services range from \$20.00 to \$87.50 for Regular Scheduled Services and \$22.00 to \$350.00 for other non-scheduled Services. Additional rates were provided based on one-time services, and non-scheduled services in the event departments and districts need those related services.

#### ATTACHMENTS:

- RIVCO-96227-005-01-34\_Iron Mountain PSA
- Attachment I\_HIPPA Business Associate Agreement

Melissa Curtis, Deputy Director of Purchasing and Fleet 9/10/2024

## PROFESSIONAL SERVICE AGREEMENT

for

# SECURE AND NON-SECURE DOCUMENT AND MEDIA DESTRUCTION SERVICES AND **BULK RECYCLING SERVICES**

between

## **COUNTY OF RIVERSIDE**

and

## IRON MOUNTAIN INFORMATION MANAGEMENT, LLC



MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

# **TABLE OF CONTENTS**

<b>SEC</b>	<u> FION HEADING</u>	PAGE NUMBER
1.	Description of Services	4
2.	Period of Performance	4
3.	Compensation	5
4.	Alteration or Changes to the Agreement	6
5.	Termination	6
6.	Ownership/Use of Contract Materials and Products	7
7.	Conduct of Contractor	8
8.	Inspection of Service; Quality Control/Assurance	8
9.	Independent Contractor/Employment Eligibility	9
10.	Subcontract for Work or Services	10
11.	Disputes	10
12.	Licensing and Permits	11
13.	Use by Other Political Entities	11
14.	Non-Discrimination	11
15.	Records and Documents	11
16.	Confidentiality	12
17.	Administration/Contract Liaison	13
18.	Notices	13
19.	Force Majeure	13
20.	EDD Reporting Requirements	13
21.	Hold Harmless/Indemnification	14
22.	Insurance	15
23.	General	17
Sign	ature Page	20

# Contract ID # RIVCO-96227-005-01/34

Exhibit A-Scope of Services.	21
Exhibit B-Payment Provisions	26
Exhibit C-Service Locations	
Attachment I-Iron Mountain Business Associate Agreement	38

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019

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 Services, at the prices stated in Exhibit B, Payment Provisions, at the locations stated in Exhibit C, Service Locations, and in accordance with Attachment I, Iron Mountain Business Associate Agreement (executed October 26, 2023).
- 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 January 22, 2026. The County may renew the Agreement via options of one-year periods through January 21, 2034, by written amendment, unless terminated earlier pursuant to Section 5 "Termination" of this Agreement. 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.
- 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 obligated the County for a non-cancelable multi-year agreement. Access to

MT Item #: 25064; BOS Agenda No. Dated 09/10/2024

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 Five Hundred Thousand Dollars (\$500,000) 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. 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 invoices to the 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-96227-005-01/34); 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.

#### 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 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) Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless services.
- **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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 Materials and Products

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.

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019 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

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

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.

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

## 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. §12101 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.

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

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 two (2) days after their deposit in the United States mail, postage prepaid:

## **COUNTY OF RIVERSIDE**

Riverside County Purchasing & Fleet Service Attn: Central Purchasing Supervising PCS 3450 14th Street, Suite 420 Riverside, CA 92501

## **CONTRACTOR**

Iron Mountain Information Management, LLC Attn: Iron Mountain Government Solutions 12901 Worldgate Drive, Suite 560 Herndon, VA 20170

## 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 ten (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

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

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, CONTRACTOR shall provide the 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, CONTRACTOR shall also provide a resolution or other proof of delegated authority that shows signer can legally bind the entity.

[Intentionally Left Blank; Signature Page Follows]

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:

ATTEST:

Kimberly A. Rector Clerk of the Board

Deputy

APPROVED AS TO FORM:

County Counsel Minh C. Tran

By:

Ryan Yabko

Deputy County Counsel

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC, a Delaware limited

liability company

Bruce Ramo

-3A7572E588E842C::umo, Vice President Government Services Compliance

Dated: 22 August 2024

and

DocuSigned by:

Sheth A. Poggi

. Poggi

Title: Sr Mgr, Public Sector Contracts

Dated: 22 August 2024

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

Christine G. Jennings

Christine G. Jennings, Counsel, Gov't Contracts

& Compliance Name: Riverside Date: August 22, 2024

## **EXHIBIT A**

#### SCOPE OF SERVICES

#### 1.0 GENERAL REQUIREMENTS:

- 1.1 CONTRACTOR shall provide document destruction/shredding services for COUNTY locations listed in EXHIBIT C, in accordance with the provisions and requirements stated herein.
- 1.2 Services shall be provided to meet the specific needs of each participating department/agency and shall comply with all requirements of this Agreement.
- 1.3 Certain departments and/or agencies may require a key to be able to access the contents of the bins. The keys shall be assigned to an authorized individual within the department/agency. The CONTRACTOR shall accommodate the departments and/or agencies that request this specific requirement.
- 1.4 CONTRACTOR shall provide destruction/shredding services on-site at the participating department and/or agencies that request this specific requirement or at the CONTRACTOR's facility.
- 1.5 CONTRACTOR shall meet the standards of National Security Agency/Central Security Service (NSA/CSS) Policy 9-12, <a href="https://www.nsa.gov/Helpful-Links/NSA-FOIA/Declassification-Transparency-Initiatives/NSA-CSS-Policies/#handling-sanitization-of-storage-media">https://www.nsa.gov/Helpful-Links/NSA-FOIA/Declassification-Transparency-Initiatives/NSA-CSS-Policies/#handling-sanitization-of-storage-media</a> and/or other applicable standards, when required.
- 1.6 CONTRACTOR shall be National Association for Information Destruction (NAID) AAA certified which includes criteria for facility/equipment auditing and oversight. <a href="https://isigmaonline.org/certifications/naid-aaa-certification/">https://isigmaonline.org/certifications/naid-aaa-certification/</a>
- 1.7 CONTRACTOR shall maintain and provide labor, material, equipment, applicable permits, certifications, and licenses necessary for the performance of destruction/shredding services of confidential and non-confidential documents/records.
- 1.8 CONTRACTOR shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services (b) do not use illegal substances in any manner which will impact their ability to provide services; and (c) are not otherwise disqualified from performing the services under applicable law.

#### 2.0 EQUIPMENT:

- 2.1 CONTRACTOR shall provide lockable, moveable security containers that shall be used for the sole purpose of the collection of materials to be destroyed/shredded. Containers shall be locked at all times to ensure security during pickup, exchange, and transport of items to be destroyed.
- 2.2 An adequate number of containers, equipment, and labor sufficient to meet the needs of each department/agency requiring services shall be provided at no additional cost to the participating departments/agencies.
- 2.3 Containers shall have a slot for the drop-off of materials.
- 2.4 CONTRACTOR shall keep all containers locked until the transportation of the items to be destroyed is completed.
- 2.5 Containers shall remain the property of the CONTRACTOR and shall be maintained by the CONTRACTOR at no additional cost to the COUNTY.
- 2.6 Industrial shredding/destruction equipment shall be required. The equipment shall be capable of shredding/destroying the following items:

  a. Paper

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

- b. Plastic and/or metal clips, fasteners, and staples
- c. Video tapes, CD's, DVD's, USB drives, and flash memory cards
- d: File folders and/or pockets
- e: Hard drives, cameras, tablets
- f: Credit cards, plastic ID badges
- 2.7 All residue and/or waste materials shall be the responsibility of the CONTRACTOR, whether off-site or on-site.
- 2.8 Upon request by COUNTY, a separate bin/container for media destruction shall be made available by the CONTRACTOR. This separate bin/container shall be clearly labeled "Media".
- 2.9 If non-confidential pickups are requested, the CONTRACTOR shall provide a separate bin/barrel for the requesting department/agency. These bins/barrels will not be required to be secured by a lock.
- 2.10 Secured containers shall only be unlocked at the time that mobile onsite shredding takes place.
- 2.11 CONTRACTOR shall supply an adequate number of containers, equipment, and labor sufficient to meet the need of each participating department/agency.
- 2.12 CONTRACTOR shall exchange filled containers for empty containers upon pickup.

## 3.0 PERFORMANCE REQUIREMENTS:

- 3.1 CONTRACTOR shall provide off-site and on-site destruction/shredding services.
- 3.2 On-site destruction/shredding services shall take place on the premises of the participating department's/agency's worksite with a mobile operation (i.e., commercial grade destruction equipment).
- 3.3 Mobile operation equipment shall be enclosed and securable.
- 3.4 The participating department/agency will designate a COUNTY employee to witness the destruction process.
- 3.5 CONTRACTOR shall provide COUNTY access to an electronic Certificate of Destruction (COD) on IMConnect 48-72 hours post destruction services. The participating agency/department may download an electronic Certificate of Destruction and provide a copy of Riverside County's Records Management and Archives Program (RMAP).
- 3.6 CONTRACTOR shall provide alternative particle size destruction with Onsite typical average cut of 1 \(^1/\_4\) x \(^5/\_8\)" and Offsite typical average cut of 1 \(^1/\_2\)" x \(^5/\_8\)".
  - a. CONTRACTOR shall be required to allow the participating department/agency to inspect the shred size without providing prior notification to the CONTRACTOR.
- 3.7 Electronic Media (hard drives, PDAs, smart phones, cameras, and tablets) shall be pulverized to a particle size no larger than 1 square inch. Please see the Information Security Office Policy A58, <a href="https://www.rivcocob.org/boardpolicies/policy-a/POLICY-A58.pdf">https://www.rivcocob.org/boardpolicies/policy-a/POLICY-A58.pdf</a> for County's requirements. Other electronic media shall be physically destroyed: hammered, drilled, pieces snapped, and pulverized.
- 3.8 Micro-media, such as microfilm and microfiche, shall be incinerated in a waste to energy facility that is both green and generates electricity through the process, which is introduced into the grid. The only remaining component is a small amount of ash which contains no recoverable data.
- 3.9 Micro-media and paper records shall be separated prior to destruction.
- 3.10 CONTRACTOR shall provide off-site recycling and on-site destruction service options.
- 3.11 Destruction certification shall include the following information.
  - a. Date of destruction

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019

- b. Method of destruction
- c. Inclusive dates covered
- d. A statement which indicates that the records were destroyed in the normal course of business.
- 3.12 CONTRACTOR shall have electronic version available on IMConnect within 48-72 hours post destruction services. Additionally, access to IMConnect shall allow COUNTY to obtain the COD for document destruction via Program Monitoring Report. The Program Monitoring Report shall provide details shredding activity and services that performed over a period of time; includes a COD for each shred event.
- 3.13 CONTRACTOR shall make a provision for an employee of the COUNTY to witness the onsite destruction.
- 3.14 The COUNTY shall have the right to inspect the CONTRACTOR's facility at any time during normal business hours, Monday through Friday between 8 am and 5 pm.
- 3.15 CONTRACTOR receipt of service pickup of container pickups shall be available 24 hours after service pickup on IMConnect. In addition, the CONTRACTOR shall provide a copy of the weight certification and a certification/affidavit of document/material destruction with an itemized summary of pickups within ten (10) working days of pickups.
- 3.16 CONTRACTOR shall possess and maintain all appropriate permits and licenses necessary in the performance of services required under this Agreement. Copies of all licenses shall be provided upon request.
- 3.17 CONTRACTOR shall service a predetermined route within each COUNTY service area.
- 3.18 Departments/agencies may request additional destruction requirements to comply with applicable state, and local laws. CONTRACTOR shall meet with each department/agency to determine the needs and requirements that apply and provide destruction and shredding to meet such needs.

## 4.0 INVOICING REQUIREMENTS:

- 4.1 Billing/invoicing frequency shall be once per month. Invoices shall include the following information in addition to the information required in Section 3 of the Agreement above:
  - a. Service location
  - b. Electronic access to Certificate of Destruction on IMConnect.
  - c. Department/agency account
  - d. Contract/PO number

## 5.0 NON-CONFIDENTIAL BULK PAPER PICKUP:

- 5.1 CONTRACTOR may submit pricing for pickup of non-confidential bulk paper.
- 5.2 Confidential and non-confidential documents will be stored separately by the department/agency.
- 5.3 Non-confidential documents may be collected by the CONTRACTOR and transported back to their facility for destruction.
- 5.4 Onsite mobile shredding is not required for non-confidential/non-sensitive items.

## 6.0 SCHEDULING:

- 6.1 Scheduling shall be coordinated with each individual department/agency. CONTRACTOR shall establish a regular schedule for routine/recurring pickups.
- Any changes made to the scheduled pickups shall be approved by the department/agency prior to implementation by the CONTRACTOR.

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

- 6.3 The CONTRACTOR shall be responsible to make arrangements to an alternate service date in the event that a regularly scheduled service date falls on a COUNTY holiday. A list of all COUNTY holidays is as follows:
  - a. January 1
  - b. Third Monday in January
  - c. February 12
  - d. Third Monday in February
  - e. Last Monday in May
  - f. July 4
  - g. First Monday in September
  - h. Second Monday in October
  - i. November 11
  - j. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
  - k. Friday following Thanksgiving Day
  - 1. December 24 and 31 when they fall on Monday.
  - m. December 25
  - n. December 26 and January 2 when they fall on Friday.
  - o. Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
- 6.4 CONTRACTOR will be required to respond within one working day to any requests for non-scheduled pickups.
- 6.5 CONTRACTOR shall meet with each participating department/agency on an individual basis to determine their needs and schedule.
- 6.6 CONTRACTOR shall coordinate with department/agencies which require maximum confidentiality and allow their personnel to witness all destruction of materials.

## 7.0 IT ASSESTS:

- 7.1 "IT Assets" shall mean the COUNTY's computer hardware and electronic equipment processed by CONTRACTOR in connection with this Agreement including, without limitation, personal computers, monitors, laptops, hard drives, printers, facsimile machines, and other computer equipment and computer related peripherals.
- 7.2 CONTRACTOR shall not be responsible or liable in any manner whatsoever for the contents of any IT Assets delivered to it for disposition and shall have no liability for the disposition of such IT Assets pursuant to COUNTY's direction.
- 7.3 COUNTY represents and warrants to CONTRACTOR that COUNTY is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets and any materials or data COUNTY provides to CONTRACTOR in connection with the IT Assets.
- 7.4 COUNTY shall only deliver to CONTRACTOR those IT Assets listed as accepted in a schedule or statement of work and shall not deliver to CONTRACTOR any materials considered toxic, dangers, or regulated under any federal or state law.
- 7.5 COUNTY represents and warrants that:
  - a. The IT Assets are "Universal Waste" and do not constitute a "Hazardous Waste" as such terms are defined by the EPA.
  - b. The IT Assets shall be packaged in a manner to prevent releases into the environment.

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019

c.	The removal of the IT Assets by CONTRACTOR does not constitute a violation of any
	federal, state, or local environment laws or regulations.

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

# EXHIBIT B PAYMENT PROVISIONS

Line	Service Description	Unit	Cost
1	Regular scheduled pick-up/job location (includes 4 (four) consoles or 4 (four) 64-gallon totes)	Each	\$20.00
2	Additional container/s for confidential document services (auto or purge service): Standard Consoles (in addition to the minimum 4)	Each	\$5.00
3	Additional container/s for confidential document services (auto or purge service): 64-gallon totes (in addition to the minimum 4)	Each	\$5.00
4	Additional container/s for confidential document services (auto or purge service): 95-gallon totes (in addition to the minimum 4)	Each	\$7.78
5	Purge/Extra Material Rates for Confidential Document Services (includes first 25 boxes or 4 (four) 64-gallon totes	Each	\$90.00
6	Additional Standard Boxes - 12"X10"X15" (in addition to the minimum 25 boxes or 4 totes)	Box	\$4.00
7	Additional Files Drawer Boxes - 15"X10"X24" (in addition to the minimum 25 boxes or 4 totes)	Box	\$4.50
8	Transportation Charge for: Regular scheduled pick-up charge for Electronic Media (hard drives, PDAs, smart phones, cameras, and tablets)	Trip	\$87.50
9	Destruction Rates per Electronic Media (hard drives, PDAs, smart phones, cameras, and tablets)	Each	\$6.36
10	Transportation Charge: Regular scheduled pick-up charge for Media (CD's, DVDs, VHS, Tapes, etc.) / Micro-media (microfilm and microfiche)	Trip	\$87.50
11	Off-Cycle Trip Charge: Non-Scheduled Pick-Up and Shred Service of Non-Confidential Bulk Recycling Service (Billed in combination with the price of the corresponding bin services.)	Trip	\$55.31
12	On-site Document Destruction Services: Includes one (1) mobile shred unit and one driver for paper shredding. (Minimum 4 hours)	Hour	\$350.00
13	Additional labor for On-site Document Destruction Services	Hour	\$60.00
14	Pallet charge - Incineration Plastics - Media (CD's, DVDs, VHS, Tapes, etc.) / Micro-media (microfilm and microfiche)	Pallet	\$125.00
15	Pallet charge - IT Assets - Audit - demanufacture and destroy - Electronic Media (hard drives, PDAs, smart phones, cameras, and tablets)	Pallet	\$200.00
16	Witness Fee for Media Destruction/Incineration - Same Day	Hour	\$79.10
17	Media Incineration per Pound - Plastics Only - Media (CD's, DVDs, VHS, Tapes, etc.) / Micro-media (microfilm and microfiche)	Pound	\$0.36
18	Regular Onsite scheduled pick-up/job location (includes 4 (four) consoles or 4 (four) 64-gallon toes)	Each	\$41.52

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

19	Additional container/s for confidential document services (auto or purge service): Standard Consoles - Onsite (in addition to the minimum 4)	Each	\$10.38
20	Additional container/s for confidential document services (auto or purge service): 64-gallon totes - Onsite (in addition to the minimum 4)	Each	\$10.38
21	Additional container/s for confidential document services (auto or purge service): 95-gallon totes - Onsite (in addition to the minimum 4)	Each	\$10.38
22	Purge/Extra Material Rates for Confidential Document Services (includes first 25 boxes or 4 (four) 64-gallon totes - Onsite	Trip	\$120.00
23	Additional Standard Boxes - 12"X10"X15" - Onsite (in addition to the minimum 25 boxes or 4 totes)	Box	\$5.00
24	Additional Files Drawer Boxes - 15"X10"X24" - Onsite (in addition to the minimum 25 boxes or 4 totes)	Box	\$5.50
25	Non-Scheduled Pick-Up and Shred Service for Confidential Document – Onsite (Billed in combination with the price of the corresponding bin services.)	Trip	\$55.31
26	Pick-up Service of non-confidential bulk recycling services – Onsite (Billed in combination with the price of the corresponding bin services.)	Trip	\$55.31

### \*General Comments:

- 1. The lines highlighted in blue are the items related to 'Plastics' line items for transportation, pallet, and incineration charges to indicate that these lines will be billed together.
- 2. The lines highlighted in green are the lines related to 'Electronic Media' lines for transportation, pallet, and destruction charges to indicate that these line items will be billed together.
- 3. Iron Mountain will provide 65-gallon bins in lieu of the customer's request for the 64-gallon bins.

#### \*\*Pricing Assumptions

- The pricing reflected of the provided number of locations, frequency of service per location, and associated department total pound volumes. If there is a material change to actual volumes during the period of performance, Iron Mountain reserves the right to adjust pricing per Sections 3 and 4 of this agreement.
- 2. Plastic media CD, DVD, VHS, tape, microfilm and microfiche, thumb drives, SD cards etc. can all be combined in a single box for destruction via incineration. This method will be by weight and all orders include a transportation trip charge, a per pound destruction charge and a pallet shipping charge.
- 3. Serialized IT Assets smart phones, tablets, hard drives, solid-state drives, computers etc. will be processed individually including capture of make, model and serial number. These assets are de-manufactured (if applicable) and destroyed/recycled. This method includes a transportation trip charge, a per item destruction charge and a pallet shipping charge.
- 4. When a Certificate of Destruction is required by location, a specific order for that location is required. If a Certificate of Destruction is not required by location, multiple departments can combine material for destruction.
- 5. Plastics and Serialized IT Assets cannot be combined on the same order.
- 6. Plastics and Serialized IT Assets cannot be combined on the same order.

## **EXHIBIT C SERVICE LOCATIONS**

Customer Name	Address	City	Postal Code
DIVERSIDE COUNTY TI MA	2950 WASHINGTON ST ENGINEERING FIELD SERVICE	BIVEBCIDE	02504 4647
RIVERSIDE COUNTY TLMA	BUILDING	RIVERSIDE	92504-4647
RIVERSIDE CO REGIONAL MEDICAL CNTR 4300184410	9990 COUNTY FARM RD STE I	RIVERSIDE	92503-3542
RIVERSIDE COUNTY FIRE DEPT RIVERSIDE COUNTY WIC - RIVERSIDE WIC-NORTH RIVERSIDE	16902 BUNDY AVE 2038 IOWA AVE UNIT B100	RIVERSIDE RIVERSIDE	92518-1507 92507-2412
RIVERSIDE COUNTY MNTL HLTH - PALM S CATH CANYON	19531 MCLANE ST B	PALM SPRINGS	92262
RIVERSIDE COUNTY WIC - CATHEDRA WIC- CATHEDRAL CITY	68615 PEREZ RD STE 17B	CATHEDRAL CITY	92234-7200
RIV CO CFC – DHS FRC CSD - DSRT HOT SPRNG	14320 PALM DR	DESERT HOT SPRINGS	92240-6874
RIVERSIDE COUNTY SHERIFF DEPT - LAK	333 W LIMITED AVE	LAKE ELSINORE MORENO	92530-3746
RUHS - MEDICAL AND SURGICAL CENTER	26600 CACTUS AVE	VALLEY MORENO	92555-3901
RIV CO HRARC HLTHSTE 203,209,210	14375 NASON ST STE 203	VALLEY	92555-4730
RIVCO PUBLIC HEALTH NURSING	308 E SAN JACINTO AVE	PERRIS	92570-2878
RIVERSIDE COUNTY WIC - HEMET WIC-HEMET	1055 N STATE ST	НЕМЕТ	92543-1474
RIV CO - DEPT OF ANIMAL SERVICE	6851 VAN BUREN BLVD STE 213	RIVERSIDE	92509-6045
RIVERSIDE COUNTY HRARC MH HR TEAM - 10000-11301	4095 COUNTY CIRCLE DR RM 33 & 39 STE 47 4095 COUNTY CIRCLE DR RM 33 & 39	RIVERSIDE	92503-3410
RIVERSIDE COUNTY HRARC MH HR TEAM - 10000-11301	STE 47	RIVERSIDE	92503-3410
RIV CO HRARC OCC HEALTH 46120-11329	14375 NASON ST SUITES 101	MORENO VALLEY	92555-4729
RIV CO WIC WIC-MORENO VALLEY	13800 HEACOCK ST D STE 125	MORENO VALLEY	92553-8828
RIV CO MENTAL HEALTH - HARRISON TEMECULA	3933 HARRISON ST UNIT G	RIVERSIDE	92503-3523
RIVERSIDE CO MNTL HLTH (STE 11) - C STE 11-A MENTAL HEALTH - CATHEDRAL	14320 PALM DR	DESERT HOT SPRINGS	92240-6874
RIVERSIDE COUNTY WIC - DESERT H WIC-DHS	14320 PALM DR 14539 INNOVATION DR	DESERT HOT SPRINGS	92240-6874
RIVERSIDE CO PH WAREHOUSE IT	INNOVATION	RIVERSIDE	92518-3025
RIVERSIDE COUNTY PIO	210 W SAN JACINTO AVE	PERRIS	92570-1915
RIVERSIDE COUNTY WIC - MECCA WIC-MECCA	91275 66TH AVE STE 100	MECCA	92254
COUNTY OF RIVERSIDE	3403 10TH ST FL 4 STE 400	RIVERSIDE	92501-3670
RIV CO DPSS TAM DIVISION TAM - RIVERSIDE	11060 MAGNOLIA AVE	RIVERSIDE	92505-3047
COUNTY OF RIVERSIDE, DPSS SELF SUFF	201 REDLANDS AVE	PERRIS	92571-2600
RIV COUNTY FIRE PRO PLANNING	4080 LEMON STREET 10TH FLOOR	RIVERSIDE	92501
RIVERSIDE COUNTY DPSS CSD DIVISION CSD - RIVERSIDE	10281 KIDD ST 2	RIVERSIDE	92503-3469
RIV CO DPSS ADM DIVISION ADM - RIVERSIDE	731 PALMYRITA AVE	RIVERSIDE	92507-1811
RIV CO HRARC HR-TEAM 10000-11301	14375 NASON ST STE 212	MORENO VALLEY	92555-4730
RIV CO WIC NEIGHBORHOOD WIC-NEIGHBORHOOD	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIVERSIDE COUNTY WIC - TEMECULA WIC-TEMECULA	41002 COUNTY CENTER DR B	TEMECULA	92591-6051
RIVERSIDE COUNTY WIC - PERRIS WIC-PERRIS	308 E SAN JACINTO AVE	PERRIS	92570-2878
RIVERSIDE COUNTY WIC WIC-INDIO	47923 OASIS ST	INDIO	92201-9203

MT Item #: 25064; BOS Agenda No. \_ Form #116-310 – Dated: 3/21/2019 Dated 09/10/2024

RIV CNTY – EMERGENCY COVID FACILITY CLWRKS DSRT HOT SPRI	3933 HARRISON ST	RIVERSIDE	92503-3523
RIVERSIDE CO M/H OLDER ADULTS MID C	31760 CASINO DR STE 100	LAKE ELSINORE	92530-4561
RIVERSIDE COUNTY MENTAL HEALTH	9990 COUNTY FARM RD STE 5	RIVERSIDE	92503-3542
RIV CO WIC ARLANZA WIC-ARLANZA	7801 GRAMERCY PL STE C	RIVERSIDE	92503-2557
RIVERSIDE COUNTY WIC LAKESHORE WIC-	**************************************	LAKE	
LAKESHORE	2499 E LAKESHORE DR	ELSINORE	92530-4411
RIVERSIDE COUNTY WIC RUBIDOUX - WIC-RUBIDOUX	5256 MISSION BLVD 4065 COUNTY CIRCLE DR FL 2 STE	RIVERSIDE	92509-4624
RIVERSIDE COUNTY HRARC HR TEAM - RI 10000-11301	206	RIVERSIDE	92503-3410
SMITH CORECTIONAL FCILITY - BANNING	1627 S HARGRAVE ST	BANNING	92220-6169
RIVERSIDE COUNTY WIC - BANNING WIC-BANNING	3055 W RAMSEY ST	BANNING	92220-3781
RIVERSIDE COUNTY WIC - PALM SPRINGS WIC-PALM SPRINGS	101 NICHNIDICE WAY CTC 1012	DALM CDDINGS	02272 5201
	191 N SUNRISE WAY STE 1813	PALM SPRINGS	92262-5201
RIVERSIDE COUNTY DPSS NORCO	517 PARKRIDGE AVE 44-199 MONROE ST	NORCO	92860-3103
RIV CNTY DEPT OF VETERAN'S SVC	BLDG B	INDIO	92201-3096
RIV CNTY DEPT OF VETERAN'S SERVICES	749 N STATE ST	HEMET	92543-1402
RIVERSIDE COUNTY PROBATION OFFICE	10000 COUNTY FARM RD	RIVERSIDE MORENO	92503-3508
RIVERSIDE UNIVERSITY HEALTH SYSTEM	26520 CACTUS AVE	VALLEY	92555-3927
DIVERGINE LIMIVED CITY HE ALTH CVCTCM	14220 DALM DD	DESERT HOT	02240 (074
RIVERSIDE UNIVERSITY HEALTH SYSTEM-	14320 PALM DR	SPRINGS	92240-6874
SAN JACINTO NEW LIFE (AB109)	1370 S STATE ST	SAN JACINTO	92583-4933
RIV CNTY - DPSS STAR UNIT	4060 COUNTY CIR 1ST FLR	RIVERSIDE DESERT HOT	92503-3469
RIV CNTY – DPSS DESERT HOT SPRINGS	65753 PIERSON BLVD	SPRINGS	92240-3067
COUNTY OF RIV-PATHWAYS TO SUCCESS	40925 COUNTY CENTER DR STE 110	TEMECULA	92591-6037
RIV CNTY - TAY DROPIN CTR WEST	1820 UNIVERSITY AVE	RIVERSIDE	92507-5344
TAY DROP IN CTR(MID-CNTY)	2560 N PERRIS BLVD STE N1	PERRIS	92571-3251
RIV CNTY HR-EMPLOYEE REL	4080 LEMON STREET 1ST FLOOR	RIVERSIDE	92501
BIV OVEY BRODATION DEBT IND	14325 FREDERICK STREET-	MORENO	02552
RIV CNTY- PROBATION DEPT-IDP	TRAINING OFFICE	VALLEY MORENO	92553
RIV CNTY- RUHS CPC BUILDING	14375 NASON ST STE 105	VALLEY	92555-4730
RUHS MISP ELIGIBILITY	1695 N SUNRISE WAY	PALM SPRINGS	92262-3701
RIV CNTY DPSS – SELF SUFFICIENCY	1283 6TH ST	COACHELLA	92236-1707
CORRECTIONAL HEALTHCARE SERVICES	4200 ORANGE ST	RIVERSIDE	92501-3827
RIV CNTY - EMD WAREHOUSE	14539 INNOVATION DRIVE	RIVERSIDE	92518-3025
RIV CNTY - C.A.P	91275 66TH AVE	MECCA	92254
DIV CNITY C A DAVIC	14220 DALM DD	DESERT HOT	02240 6974
RIV CNTY - C.A.P/WIC	14320 PALM DR	SPRINGS	92240-6874
RIV CNTY - C.A.P HEMET	749 N STATE ST	HEMET	92543-1402
RIV CO - C.A.P ADMIN CTR	260 N BROADWAY	BLYTHE	92225-1649
RIV CNTY - BEN CLARK TRAINING CTR	16791 DAVIS AVE	RIVERSIDE	92518-1509
RIV CNTY – CONTINUUM CARE	3403 10TH ST STE 310	RIVERSIDE	92501-3627
RUHS-BH MDFT	308 EAST SAN JACINTO AVENUE	PERRIS	92570-2878
RIVERSIDE COUNTY MENTAL HEALTH	8876 MISSION BOULEVARD	RIVERSIDE	92509
RIV CNTY – EPIDEMIOLOGY BRANCH	4210 RIVERWALK PARKWAY	RIVERSIDE	92505
RUHS-BH PALM SPRINGS SAPT	191 NORTH SUNRISE WAY 14375 NASON STREET SUITE	PALM SPRINGS MORENO	92262
RIV CNTY CORRECTIONAL HEALTH PHARMA	#109/502	VALLEY	92555

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

RIV CNTY BCTC/ARMORY/FIREARMS UNIT	20630 11TH STREET	MARCH AIR RESERVE BASE	92518
RIV CNTY – RU-HEALTH MARKETING DEPT	14375 NASON STREET	MORENO VALLEY	92555
RIVERSIDE COUNTY MENTAL HEALTH	650 N STATE ST	HEMET	92543-2960
RIVERSIDE COUNTY DPSS CSD DIVISION	48113 JACKSON ST	INDIO	92201-7496
RIV CO SHERIFF'S ADMIN DEPT	4095 LEMON ST 2	RIVERSIDE	92501-3601
RIV CO MENTAL HEALTH CLWRK LA SIERRA GAIN	11060 MAGNOLIA AVE	RIVERSIDE	92505-3047
RIVERSIDE COUNTY FCC - PALM SPRINGS HCS-PALM SPRINGS	191 NORTH SUNRISE WAY	PALM SPRINGS	92262-5201
RIVERSIDE CO TREASURER TAX COLLECTO	38686 EL CERRITO RD	PALM DESERT	92211-1191
RIVERSIDE COUNTY WIC - JURUPA WIC-JURUPA	8876 MISSION BLVD	RIVERSIDE	92509-2811
RIVERSIDE CO REGIONAL MEDICAL CNTR 4300184410	9990 COUNTY FARM RD STE I	RIVERSIDE	92503-3542
RIV CO CFC – MEAD FRC	21091 RIDER ST STE 204	PERRIS	92570-8837
RIVEOCTE - MEAD TREE RIVERSIDE CO DPSS TAM DIV - LAKE EL TAM - LAKE ELSINORE	1400 W MINTHORN ST	LAKE ELSINORE	92530-2808
RIV CNTY SHERIFFS DEPT – SERT WIC-SHERMAN	4095 LEMON ST BSMT	RIVERSIDE	92501-3601
RIVERSIDE COUNTY MNTL HLTH PRE-SCHO PRE-	2075 MVEDS ST 1	DIVERGING	02502.552
SCHOOL/MH SERV RIVERSIDE COUNTY DPSS ADM (HR) DIVI ADM (HR) - RIVERSIDE	3075 MYERS ST 1	RIVERSIDE	92503-552
RIVERSIDE COUNTY DEH EPO	10281 KIDD ST 1 4065 COUNTY CIRCLE DR STE 104	RIVERSIDE	92503-3419
RIVERSIDE COUNTY BEH EFO	50290 MAIN ST	CABAZON	92303-3410
	73520 FRED WARING DR	PALM DESERT	92260-2524
RIV CO SHERIFF DEPT EAST RIV CO - SHERIFF STATION -FORENSICS SHERIFF STATION FORNSC SVCS (STE B)	137 N PERRIS BLVD STE B	PERRIS	92570-196
	40925 COUNTY CENTER DR FL 2 STE		
RIVERSIDE COUNTY-TEMEC MNTL HT	200	TEMECULA LAKE	92591-605
RIV CO LAKE ELS ADULT MNTL HTL	31764 CASINO DR STE 300	ELSINORE	92530-2312
RIV CO DEPARTMENT OF MENTAL HEALTH	1297 W HOBSONWAY	BLYTHE	92225-142.
RIVERSIDE COUNTY DA'S OFFICE SOUTHW	30755 AULD RD FL 3 STE D	MURRIETA	92563-259
RIVERSIDE COUNTY DPSS CSD DIVISION CSD - MURRIETA	30755 AULD RD LOWER LOBB	MURRIETA	92563-2599
RIV CO DPSS CSD DIVISION CSD - CORONA	735 PUBLIC SAFETY WAY STE 122	CORONA	92878-4003
RIV CO MENTAL HEALTH FACT CNTR FACT OF			
CORONA RIV CO MNTL HLTH PATIENTS RIGHTS PATIENTS	2813 S MAIN ST FLOOR SECOND	CORONA	92882-5942
RIGHTS	9890 COUNTY FARM RD STE 1	RIVERSIDE	92503-367
RIVERSIDE COUNTY PROBATION DEPT	505 S BUENA VISTA AVE STE 320	CORONA	92882-190
RIVERSIDE COUNTY DPSS ADM DIV (2ND ADM (2ND) - RVRSIDE	4060 COUNTY CIRCLE DR 2	RIVERSIDE	92503-342
RIV. CO. PROBATION DEPT - BANNING	135 N ALESSANDRO ST	BANNING	92220-554
RIV. CO. SPCL ENFORC. BU.	24312 DAYTONA CV	PERRIS	92570-628-
RIV CO ROBERT PRESLEY DET CNTR	4000 ORANGE ST	RIVERSIDE	92501-361
RIV CO PROBATION ADMIN DEPT	3960 ORANGE ST FLOOR 6	RIVERSIDE	92501-364
RIV CO PROBATION ADMIN DELT RIV CO MNTL HLTH MLTDMNSIONL PRGM DIMENSIONAL PROGRAM	3125 MYERS ST 207	RIVERSIDE	92503-552
RIV CO MNTL HLTH QLTY IMPRVMNT QUALITY IMPROVEMENT	2085 RUSTIN AVE BLDG 1	RIVERSIDE	92507-249
RIV CO SHERIFF DEPT COURT SVCS	4095 LEMON ST 4	RIVERSIDE	92501-360
RIVCO MNTL HLTH DET CNTR JAIL MNTL HLTH DET CNTR - CO JAIL	4000 ORANGE ST	RIVERSIDE	92501-361
RIVERSIDE CO LONG TERM CARE	3625 14TH ST 1	RIVERSIDE	92501-381
RIVERSIDE COUNTY MNTL HLTH (1ST FLR	3125 MYERS ST 168 , 165, 224 & 232 RM	RIVERSIDE	92503-552
RIVERSIDE COUNTY FCC NURSING - RIVE NURSING- ADMIN	4065 COUNTY CIRCLE DR STE 208	RIVERSIDE	92503-341

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

RIV CO SHERIFF DEPT	73705 GERALD FORD DR	PALM DESERT	92211-2008
RIVERSIDE COUNTY FIRE DEPT ADMIN FIRE DEPT ADMIN	210 W SAN JACINTO AVE STE A	PERRIS	92570-1915
RIVERSIDE COUNTY COUNSEL	3960 ORANGE ST STE 500	RIVERSIDE	92501-3644
RIVERSIDE CO DPSS CSD DIV CSD - MORENO VALLEY	23119 COTTONWOOD AVE A	MORENO VALLEY	92553-9662
RIV CO MNTL HLTH AMHS AMHS/WEST CLINIC	2813 S MAIN ST FLOOR SECOND	CORONA	92882-5942
RIV CO MENTAL HEALTH SUBS ABUSE CORONA SUBSTNC ABUSE	2813 S MAIN ST FLOOR SECOND	CORONA	92882-5942
RIV CO DEPT OF CHLD SPPRT SVCS	2081 IOWA AVE	RIVERSIDE	92507-2414
RIV C0 PUBLIC DEFENDER	230 N BROADWAY	BLYTHE	92225-1649
RIVERSIDE COUNTY MENTAL HEALTH CLWRK MRNO VLLY GAIN	23119 COTTONWOOD AVE B, STE 110	MORENO VALLEY	92553-9661
RIV CO ASSESSOR PUBLIC SERVICE	880 N STATE ST & STE B-6	НЕМЕТ	92543-1459
RIVERSIDE COUNTY - EDA WORKFORCE	1325 SPRUCE ST FLOOR 4TH FLOOR STE 110	RIVERSIDE	92507-0506
RIVERSIDE COUNTY MNTL HLTH QI DEPT IQ DEPT (STE 3) - RVRSIDE	9890 COUNTY FARM RD BLDG 1	RIVERSIDE	92503-3678
RIV CO DA'S OFFICE	82995 US HIGHWAY 111 STE 101	INDIO	92201-5677
RIVERSIDE COUNTY SIU DEPARTMENT	7894 MISSION GROVE PKWY S STE 150	RIVERSIDE	92508-7803
RIVERSIDE CO EXCLUSIVE CARE/HRARC - 45800-11320	4080 LEMON ST 1ST FL STE 144	RIVERSIDE	92501-3609
RIVERSIDE COUNTY SAFETY / HRARC - R 46040-11313	4080 LEMON STREET	RIVERSIDE	92501
RIVERSIDE CO JUVENILE PROBATION DEP	9889 COUNTY FARM RD	RIVERSIDE	92503-3596
RIVERSIDE CO SMRT OLDR ADLTS MNTL H OLDER			
ADULTS - SMART	2085 RUSTIN AVE BLDG 5	RIVERSIDE	92507-2498
RIVERSIDE COUNTY COUNSEL - RIVERSID	9991 COUNTY FARM RD STE 113	RIVERSIDE	92503-3546
RIVERSIDE COUNTY DA'S OFFICE - BANN RIVERSIDE COUNTY MENTAL HLTH CLINIC MT SAN	135 N ALESSANDRO ST STE 210	BANNING	92220-5545
JACINTO MH CL	258 N THOMPSON ST	HEMET	92543-4311
RIV CO DPSS TAM DIVISION TAM - TEMECULA	43264 BUSINESS PARK DR STE B1	TEMECULA	92590-3646
RIV CO PUBLIC HEALTH CCS-RVSD	4210 RIVERWALK PKWY STE 300	RIVERSIDE	92505-3317
RIVERSIDE CO DISEASE CONTROL DC-PERRIS	308 E SAN JACINTO AVE STE 80	PERRIS	92570-2878
RIVERSIDE COUNTY DA'S OFFICE	3960 ORANGE ST	RIVERSIDE	92501-3643
RIV CO AUDITOR CNTRLLRS OFFICE	4080 LEMON ST 11TH- FLOOR	RIVERSIDE	92501-3609
RIVERSIDE COUNTY HIV/AIDS HIV/AIDS-RIV	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIV CO FAMILY CARE CENTER HCS-HEMET	880 N STATE ST UNIT PUBLIC HEA	НЕМЕТ	92543-1459
RIVERSIDE CO FIRE PREVENTION DPT	88 E RIDER ST	PERRIS	92571
RIV CO DEPT OF CHLD SUPPRT SVCS	2001 IOWA AVE	RIVERSIDE	92507-2484
RIVERSIDE COUNTY DPSS ADM DIVISION ADM - MORENO VALLEY		MORENO	02552 0027
RIV CO SHERIFF MORENO STATION	22690 CACTUS AVE STE 100 22850 CALLE SAN JUAN DE LOS LAGOS	VALLEY MORENO VALLEY	92553-9037
RIVERSIDE COUNTY COUNSEL - INDIO	82995 US HIGHWAY 111 STE 201	VALLEY INDIO	92553-9045
RIVERSIDE COONTY COONSEL - INDIO	7477 MISSION BLVD		92201-5678
RIVERSIDE COUNTY CSD DIVISION CSD - TEMECULA	27464 COMMERCE CENTER DR STE E	RIVERSIDE	92509-2400
MYLKSIDE COUNTT CSD DIVISION CSD - TEMECULA	27404 COMMERCE CENTER DR STE E	TEMECULA JURUPA	92590-2546
RIV CO CFC – JURUPA FRC SUITES J AND K	8876 MISSION BLVD 4080 LEMON STREET TAP/MAP 5TH	VALLEY	92509-2811
RIVERSIDE CO HRARC TAP/MAP TAP PAYR 47000-11318	FL	RIVERSIDE	92501
RIVERSIDE COUNTY MNTL HLTH PATIENTS ACCOUNT	2085 RUSTIN AVE ENTRANCE 5 BLDG 5B	RIVERSIDE	92507-2498
RIVERSIDE COUNTY MNTL HLTH ISF WRAP ISF WRAPAROUND	3125 MYERS ST FL RM 121	RIVERSIDE	92503-5527
RIVERSIDE CO PUBLIC DEFENDERS OFC -	9991 COUNTY FARM RD STE 118	RIVERSIDE	92503-3527
RIVERSIDE COUNTY MENTAL HEALTH CARE	2085 RUSTIN AVE FL 2ND BLDG I	RIVERSIDE	92507-2498

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019

RIVERSIDE COUNTY PH IT DEPT STE 304 CHA-IT	4065 COUNTY CIRCLE DR STE 304	RIVERSIDE	92503-3410
RIVERSIDE COUNTY DPSS ADM DIV (1ST ADM (1ST) - RVRSIDE	4060 COUNTY CIRCLE DR 1ST	RIVERSIDE	92503-3420
RIVERSIDE COUNTY DA'S OFFICE - BLYT	220 N BROADWAY	BLYTHE	92225-1649
RIVCO SHERIFF INTERN AFFAIR	3403 10TH ST STE 501	RIVERSIDE	92501-3627
RIV CO M/H OLDR ADULTS MID CO OLDR ADLTS MID CO SM	1370 S STATE ST B	SAN JACINTO	92583-4922
RIV CO SHERIFF DEPT INCH	4470 OLIVEWOOD AVE	RIVERSIDE	92501-4155
RIV CO DPSS APS DIVISION APS - HEMET	561 N SAN JACINTO ST	HEMET	92543-3107
RIV CO ASSESSOR CLRK REC SAT	41002 COUNTY CENTER DR STE 230	TEMECULA	92591-604
RIV CO MNTL HLTH FORENSICS ADMIN DET RIV	3625 14TH ST 2ND	RIVERSIDE	92501-381
RIVERSIDE COUNTY PROBATION DEPT	30123 TECHNOLOGY DR	MURRIETA	92563-265
RIVERSIDE COUNTY FCC PHARMACY	7140 INDIANA AVE	RIVERSIDE	92504-454
RIV CO DPSS CSD DIVISION CSD - HEMET	547 N SAN JACINTO ST	HEMET	92543-310
RIV CO DA'S OFC SW FAM JSTC	30045 TECHNOLOGY DR STE 101	MURRIETA	92563-264
DIVERGINE COLINEY FACILIE ADDIC	7894 MISSION GROVE PKWY S STE	DIVERGIDE	02500 700
RIVERSIDE COUNTY EAS/HEARING	100	RIVERSIDE	92508-780
RIV CO DESS CSD DIVISION CSD - INDIO	48113 JACKSON ST	INDIO	92201-749
RIV CO DEPT OF CHILD SUPPRT SVCS	47950 ARABIA ST	INDIO	92201-687
RIV CO TREASURER TAX COLLECTOR	4080 LEMON ST 1ST, 4TH	RIVERSIDE	92501-360
RIVERSIDE COUNTY ADMIN DEPT (WIC) WIC-ADMIN	4210 RIVERWALK PKWY 4TH	RIVERSIDE	92505-330
RIV CO TREASURER TAX COLLECTOR	40935 COUNTY CENTER DR STE C	TEMECULA	92591-600
RIV CO COMMNITY ACTION PRTNRSHP	2038 IOWA AVE STE B-102	RIVERSIDE	92507-241
RIV CO DEPT OF CHLD SUPPRT SVCS RIVERSIDE COUNTY DPSS APS DIVISION APS -	2041 IOWA AVE	RIVERSIDE	92507-241
MORENO VALLEY	12125 DAY ST STE S101	MORENO VALLEY	92557-670
RIV CO RUBIDOUX FCC HCS-RBDX	5256 MISSION BLVD	RIVERSIDE	92509-462
RIVERSIDE COUNTY SHERIFF STATION SHERIFF STATION - LA QUINTA	78495 CALLE TAMPICO	LA QUINTA	92253-283
RIV CO PUBLIC DEFENDERS	82995 US HIGHWAY 111	INDIO	92201-567
RIV CO MENTAL HEALTH COURT INDIO MENTAL HEALTH COURT	44199 MONROE ST	INDIO	92201-562
SHERIFF-BASEMENT	46200 OASIS ST RM B-15 STE B15	INDIO	92201-591
RIV CO MENTAL HEALTH DESERT DRUG DESERT DRUG	83912 AVENUE 45 STE 9	INDIO	92201-333
RIVERSIDE COUNTY DPSS SS DIVISION SS - HEMET	541 N SAN JACINTO ST	HEMET	92543-310
RIV CO CFC – MECCA FRC CSD - MECCA	91275 66TH AVE STE 600	MECCA	92254
RIV CO SHERIFF DEPT CHU	1500 CASTELLANO RD	RIVERSIDE	92509-172
RIV CO SHERIFF TRAINING FACILITY	16791 DAVIS AVE	RIVERSIDE	92518-150
RIV CO DPSS CSD DIVISION TAM - RIVERSIDE	2300 MARKET ST 3	RIVERSIDE	92501-212
RIVERSIDE COUNTY DISEASE CONTROL DC-PALM SPRINGS	191 N SUNRISE WAY	PALM SPRINGS	92262-520
RIV CNTY - SUBSTANCE ABUSE CATH CANYON DURG CRT	44199 MONROE ST	INDIO	92201-309
RIV CNTY CRISIS	2085 RUSTIN AVE BLDG 5	RIVERSIDE	92507-249
RIVERSIDE CO PROBATION - PALM SPRIN	3255 E TAHQUITZ CANYON WAY STE 100	PALM SPRINGS	92262-695
RIVERSIDE COUNTY DPSS GAIN DIVISION GAIN - CATHDRAL CITY	68625 PEREZ RD STE 5	CATHEDRAL CITY	92234-725
RIVERSIDE COUNTY MNTL HLTH SUBS ABU RIV SUB ABUSE/START RIV CO DPSS TAM DIVISION - BANNING TAM -	2085 RUSTIN AVE BLDG 3	RIVERSIDE	92507-249
SANNING	63 S 4TH ST	BANNING	92220-486
RIV CO PROBATION	1201 RESEARCH PARK DR STE 100	RIVERSIDE	92507-214
RIV CNTY- DISEASE CONTROL DC-INDIO	47923 OASIS ST 1	INDIO	92201-920

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019

RIV CO DPSS APS DIVISION APS - BLYTHE	1267 W HOBSONWAY	BLYTHE	92225-1423
RIVERSIDE CO OLDER ADULT ADMIN	40925 COUNTY CENTER DR STE 101	TEMECULA	92591-6054
RIV CO SHERIFF RAID TASK FORCE DPT	1500 CASTELLANO RD	RIVERSIDE	92509-1725
RIV CO SHERIFF DPT BLYTHE JAIL	260 N SPRING ST	BLYTHE	92225-1635
RIVERSIDE COUNTY-VETERAN SVCS	4360 ORANGE ST	RIVERSIDE	92501-3829
RIV CO ACT/CAST PROG	3125 MYERS ST 244	RIVERSIDE	92503-5527
RIVERSIDE ADULT SERVICES	1020 IOWA AVE STE A	RIVERSIDE	92507-2105
NATION DESCRIPTION OF THE PROPERTY OF THE PROP		MORENO	
RIV CO DPSS TAM DIVISION TAM - MORENO VALLEY RIV CO MEDICAL CENTER MORENO VALLEY MED	26520 CACTUS AVE A UNIT -0007	VALLEY MORENO	92555-3927
CNTR	26520 CACTUS AVE RM 100,101	VALLEY	92555-3927
RIV CO SHERIFF DEPT ISB	4095 LEMON ST 5	RIVERSIDE	92501-3601
RIV CO CHA RUBIDOUX FCC NURSING NURSING- RUBIDOUX	5256 MISSION BLVD STE 278	RIVERSIDE	92509-4624
RIV COUNTY SHERIFF DEPT	43950 ACACIA AVE STE B	HEMET	92544-5343
RIV CO DPSS SS DIVISION SS - BLYTHE	1225 W HOBSONWAY	BLYTHE	92225-1423
RIV CO DEPT OF CHLD SUPPRT SVCS	260 N BROADWAY	BLYTHE	92225-1649
RIV CO MNTL HLTH SUBS ABUSE ADMIN SUBSTNCE ABUSE ADMIN	3525 PRESLEY AVE	RIVERSIDE	92507-4453
RIV CO SHERIFF STATION	86625 AIRPORT BLVD	THERMAL	92274-9703
RIV CO SHERIFF STATION	86625 AIRPORT BLVD	THERMAL	92274-9703
	4080 LEMON ST 1	RIVERSIDE	92501-3609
RIV CO CLRK OF THE BOARD OF SUPVRS		RIVERSIDE	92501-3609
RIVERSIDE COUNTY RECORDS	4080 LEMON ST 9TH FLOOR 26520 CACTUS AVE STAFFING	MORENO	92301-3609
RIV CO HR - TAP/MAP	OFFICE RM 1	VALLEY	92555-3927
RIV CO MNTL HLTH DOMH PBLC GRDN DOMH PUBLIC GUARDIAN	3625 14TH ST	RIVERSIDE	92501-3815
RIV CO SHERIFF CORRECTIONS DEPT	4095 LEMON ST 4	RIVERSIDE	92501-3601
RIV CO SHERIFF ACCT & FNCE DEPT	4095 LEMON ST 3	RIVERSIDE	92501-3601
RIVERSIDE COUNTYOSSI PO RIVCO-962270010613	48113 JACKSON ST	INDIO	92201-7496
RIV CO SHERIFF FORENSIC SERVICES	86625 AIRPORT BLVD - FO STE B	THERMAL	92274-9703
RIV CO ASSESSOR CLRK REC PUB SV	4080 LEMON ST FL 1ST	RIVERSIDE	92501-3634
RIV CO MENTAL HEALTH DDP	83-912 AVENUE 45	INDIO	92201-7351
RIV CO HOUSING AUTHORITY	44199 MONROE ST STE B	INDIO	92201-3094
RIV CO MENTAL HEALTH M/H SVCS M/H SVCS	47825 OASIS ST	INDIO	92201-6950
RIV CO DPSS TAM DIVISION TAM - RIVERSIDE	5961 MISSION BLVD STE125, STE 100	RIVERSIDE	92509-4214
RIV CO SHERIFF DISPATCH CTR	7195 ALESSANDRO BLVD	RIVERSIDE	92506-5301
RIV CO DPSS TAM DIVISION TAM - INDIO	44199 MONROE ST STE	INDIO	92201-3096
RIV CO SHERIFF PERSONNELL BUREAU	16791 DAVIS AVE 141A FL 1	RIVERSIDE	92518-1509
RIV CO SHERIFF/CORNERS OFFICE	47225 OASIS ST	INDIO	92201-6904
	7898 MISSION GROVE PKWY S STE 106	RIVERSIDE	92508-5053
RIV CONTY RUHS – IV/QA	2085 RUSTIN AVE BLDG2	RIVERSIDE	92507-2498
RIV CO MENTAL HEALTH MHSA ADMIN MHSA ADMIN	7195 ALESSANDRO BLVD STE A	RIVERSIDE	92506-5301
RIV CNTY- RCIT PUBLIC SAFETY PSEC RIVERSIDE COUNTY HRARC W/C DEPT - R 46100-11308	4080 LEMON STREET5TH FLOOR	RIVERSIDE	92501
KIVEKSIDE COUNTT FIRARC W/C DEPT - R 40100-11308	TOOU LEMON STREETS IN FLOOR	LAKE	72301
RIVERSIDE COUNTY DPSS - LAKE ELSINO	1400 W MINTHORN ST	ELSINORE	92530-2808
RIVERSIDE COUNTY GRAND JURY	3901 LIME ST 2	RIVERSIDE	92501-4202
RIVERSIDE COUNTY PUBLIC DEFENDER	4075 MAIN ST	RIVERSIDE	92501-3701
RIV CO FCC NEIGHBORHOOD CLINIC HCS-RNHC	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIVERSIDE COUNTY EXECUTIVE OFFICES	4080 LEMON ST 4TH FLR	RIVERSIDE	92501-3609

MT Item #: 25064; BOS Agenda No. \_ Form #116-310 – Dated: 3/21/2019 Dated 09/10/2024

RIV CO MNTL HLTH WRAPAROUND PROG WRAPAROUND PROGRAM	3125 MYERS ST RM 203 & 2	RIVERSIDE	92503-552
RIV CO DA'S STHWST BUREAU	30045 TECHNOLOGY DR STE 103	MURRIETA	92563-264
RIV CO MNTL HLTH WESTERN REG CLINIC WESTERN REG	769 W BLAINE ST STE A & B	RIVERSIDE	92507-397
RIVERSIDE CO SHERIFF STATION SHERIFF STATION (STE A) - PERRIS	137 N PERRIS BLVD STE A	PERRIS	92570-196
RIVERSIDE CO MNTL HLTH CLWRKS GAIN CLWRKS LK- ELSINORE G	1400 W MINTHORN ST	LAKE ELSINORE	92530-280
RIVERSIDE COUNTY RISK MGMNT - RVRSD 45960-11310	4080 LEMON STREET5TH FLOOR	RIVERSIDE	92501
RIVERSIDE COUNTY PROBATION - RIVERS	1201 RESEARCH PARK DR SPECIAL SE	RIVERSIDE	92507-212
RIVERSIDE COUNTY PROBATION - DAY RE	1020 IOWA AVE B	RIVERSIDE	92507-210
RIVERSIDE COUNTY FCC LABORATORY - R LAB-HAB	4065 COUNTY CIRCLE DR 106	RIVERSIDE	92503-341
RIVERSIDE COUNTY MENTAL HLTH ADMIN	4095 COUNTY CIRCLE DR	RIVERSIDE	92503-341
RIVERSIDE COUNTY SHERIFF DEPT SIB	1500 CASTELLANO RD 2	RIVERSIDE	92509-172
RIVERSIDE COUNTY MENTAL HEALTH / TA JWC/TAY	2085 RUSTIN AVE BLDG 3	RIVERSIDE	92507-249
RIVERSIDE CO SHERIFF DEPT SITE B -	1627 S HARGRAVE ST STE B	BANNING	92220-616
RIV CO SHRIF DEP SECP/WRP -BANNING	1627 S HARGRAVE ST	BANNING	92220-616
RIVERSIDE CO FIRE DEPT P & E ENG FIRE DEPT P & E ENGINEERING	77933 LAS MONTANAS RD FL 2 STE 201	PALM DESERT	92220-616
RIVERSIDE COUNTY FCC - PERRIS HCS-Perris	308 E SAN JACINTO AVE	PERRIS	92570-287
RIVERSIDE CO SHERIFF/CORONERS OFC	800 S REDLANDS AVE	PERRIS	92570-247
RIV CO PARKS DISTRICTS PARKS DISTRICT	4600 CRESTMORE RD	JURUPA VALLEY	92509-685
RIVERSIDE COUNTY SHERIFF	7195 ALESSANDRO BLVD	RIVERSIDE	92506-530
RIV CO DPSS RUBIDOUX COMM RUBIDOUX COMM RESOUCE CNTR	585 TECHNOLOGY COURT	RIVERSIDE	92507-219
RIV COUNTY IT DEPT	3450 14TH ST	RIVERSIDE	92501-386
RIV COUNTY DPSS TAM DIVISION TAM - RIVERSIDE	201 REDLANDS AVE	PERRIS	92571-260
RIV CO DISEASE CNTRL RUBIDOUX DC-RUBIDOUX5256 MISSION	5256 MISSION BLVD #281	RIVERSIDE	92509-462
RIV CO PROBATION DEPT	47940 ARABIA ST	INDIO	92201-682
RIVERSIDE COUNTY FCC HCS-INDIO	47923 OASIS ST	INDIO	92201-920
RIVERSIDE COUNTY RDMHD	2085 RUSTIN AVE D3 BLDG 4	RIVERSIDE	92507-249
RIV CO CFC – ADMIN	585 TECHNOLOGY CT	RIVERSIDE	92507-219
RIVERSIDE COUNTY PROBATION DEPT	240 N BROADWAY	BLYTHE	92225-160
RIVERSIDE CO DPSS CID	12625 HEACOCK ST	MORENO VALLEY	92553-053
RIVERSIDE COUNTY FIRE DEPARTMENT	47335 OASIS ST	INDIO	92201-695
RIVERSIDE CO ASSESSOR CLRK RECORDER	2724 GATEWAY DR	RIVERSIDE	92507-091
RIV CO MENTAL HEALTH MDFT DEPT	2055 NORTH PERRIS BLVD SUITE C	PERRIS	92571
RIVERSIDE COUNTY, CENTRAL SERVICES	14327 FREDERICK ST STE NI	MORENO VALLEY	92553-904
RIV CO SHERIFF DPT CLRDO RVR ST	260 N SPRING ST	BLYTHE	92225-163
RIVERSIDE COUNTY SHERIFF	1260 PALMYRITA AVE STE A	RIVERSIDE	92507-173
RIV CO TECHNICAL SVC BUREAU	1500 CASTELLANO RD 1	RIVERSIDE	92509-172
RIVEO TECHNICAL SVC BOREAU RIVERSIDE CO MNTL HLTH STHWST DET SOUTHWEST DETENTION	30755 AULD RD B	MURRIETA	92563-258
RIVERSIDE COUNTY DPSS APS DIV - LAK APS - LAKE ELSINORE	1400 W MINTHORN ST	LAKE ELSINORE	92530-280
RIVERSIDE CO STHWST SHERIFF STATION	30755 AULD RD STE A	MURRIETA	92563-258
RIV CO ASSESSOR CLRK RECORDER	6221 BOX SPRINGS BLVD	RIVERSIDE	92507-071
RIV CO WORKFORCE INDIO	44199 MONROE ST STE B	INDIO	92201-309
RIV CO PROBATION DPT JUVNL HALL	47665 OASIS ST	INDIO	92201-695

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

RIV CNTY JBDC	82675 US HIGHWAY 111	INDIO	92201-5635
RIVERSIDE COUNTY NURSING NURSING-INDIO	47923 OASIS ST	INDIO	92201-9203
RIVERSIDE CO HRARC PYSCH/POLY ASSMN 47000- 11318	3403 10TH ST STE 605	RIVERSIDE	92501-3653
RIVERSIDE CO HRARC HR TEAM (7TH FLR 10000-11301	4080 LEMON ST 7	RIVERSIDE	92501-3649
RIVERSIDE COUNTY REGISTER OF VOTERS	2724 GATEWAY DR	RIVERSIDE	92507-0923
RIVERSIDE COUNTY PH ADMIN - RIV PH-ADMIN	4065 COUNTY CIRCLE DR FL 3 STE 302	RIVERSIDE	92503-3410
RIVERSIDE COUNTY MNTL HLTH MANGD CA MANAGED CARE UNIT	2085 RUSTIN AVE RM 2151 BLDG 5B	RIVERSIDE	92507-2498
RIVERSIDE CO DA'S OFC JUVENILE - RI	9991 COUNTY FARM RD	RIVERSIDE	92503-3551
RIVERSIDE COUNTY COUNSEL - MURRIETA	30755 AULD RD STE 2221	MURRIETA	92563-2581
	3075 MYERS ST	RIVERSIDE	92503-2581
RIVERSIDE COUNTY MENTAL HEALTH IT D			
RIVERSIDE CO PUBLIC DEF STHWST OFC RIVERSIDE COUNTY MENTAL HEALTH - BA BANNING MENTAL HLTH	30755 AULD RD FL 2 STE 2233 1330 W RAMSEY ST STE 100	MURRIETA BANNING	92563-2599 92220-4477
RIVERSIDE COUNTY PUBLIC DEFENDER -	235 N MURRAY ST	BANNING	92220-5536
RIV CO MENTAL HEALTH TEMECULA M/H	41002 COUNTY CENTER DR STE 320	TEMECULA	92591-6027
RIVERSIDE COUNTY TAM DIVISION - CAT TAN - CATHEDRAL CITY	68615 PEREZ RD & STE 9A	CATHEDRAL CITY	92234-7200
RIVERSIDE COUNTY MENTAL HEALTH HEMET	650 N STATE ST	HEMET	92543-2960
RIVERSIDE COUNTY PROBATION DEPT	1330 S STATE ST STE A	SAN JACINTO	92583-4943
RIVERSIDE COUNTY MENTAL HEALTH	1370 S STATE ST STE A	SAN JACINTO	92583-4922
RIVERSIDE CO ASSESSOR CLRK REC	38686 EL CERRITO RD 1 AND 2	PALM DESERT	92211-1191
RIVERSIDE CO SHERIFF CRT SVCS DIV	30755D AULD RD STE L067	MURRIETA	92563-2506
RIVERSIDE COUNTY MNTL HLTH CHILD TR CHILD TREATMENT	3125 MYERS ST	RIVERSIDE	92503-5527
RIVERSIDE COUNTY HIV/AIDS - RIVERSI HIV/AIDS- SHRM	4065 COUNTY CIRCLE DR STE 311	RIVERSIDE	92503-3410
RIVERSIDE COUNTY DISEASE CONTRO DC-ADMIN	4065 COUNTY CIRCLE DR FL 2 STE 219	RIVERSIDE	92503-3410
RIVERSIDE COUNTY- DOPH IMMUNIZATION IMM/DEVL	4210 RIVERWALK PKWY FL 4 STE 400	RIVERSIDE	92505-3305
RIVERSIDE COUNTY SHERIFF DEPT CATCH	1500 CASTELLANO RD	RIVERSIDE	92509-1725
RUHS - WOMENS HEALTH CHC	26600 CACTUS AVE	MORENO VALLEY	92555-3901
RIVERSIDE COUNTY- BANNING FCC HCS-Banning	3055 W RAMSEY ST	BANNING	92220-3781
RIV CO DPSS CSD DIVISION - BANNING CSD - BANNING	901 E RAMSEY ST	BANNING	92220-5921
RIV. CO. PBLIC DFNDR - BANNING	245 N MURRAY ST	BANNING	92220-5528
RIVERSIDE COUNTY SHERIFF COMM	73520 FRED WARING DR	PALM DESERT	92260-2524
RIVERSIDE CO JUVNL HALL PROB DEPT	30755 AULD RD STE C	MURRIETA	92563-2581
RIVERSIDE COUNTY DPSS CPS DIV - LAK CPS - LAKE	1 400 N. A. CONTROLL OF	LAKE	02530 2000
ELSINORE	1400 W MINTHORN ST	ELSINORE	92530-2808
RIVERSIDE COUNTY HRARC - RIVERSIDE 10000-11301	4080 LEMON ST - HUMAN R 1	RIVERSIDE	92501-3649
RIVERSIDE COUNTY ADULT PROBATION DE RIVERSIDE CO MNTL HLTH ACT&CHLDRN'S	4075 MAIN ST 3	RIVERSIDE	92501-3707
CHILDREN'S REG ADMIN	3125 MYERS ST STE 253	RIVERSIDE	92503-3622
RIVERSIDE COUNTY FCC FISCAL DEPT - PH-FIN&BUS FISCAL	4065 COUNTY CIRCLE DR FL 4 STE 403	RIVERSIDE	92503-3410
RIVERSIDE COUNTY MENTAL HEALTH TRAC ACT	3125 MYERS ST 260	RIVERSIDE	92503-5527
RIVERSIDE CO MNTL HLTH MDFT & PCIT MDFT & PCIT PROG - LAKE ELSINORE	31946 MISSION TRL - MD STE B	LAKE ELSINORE	92530-4539
RIVERSIDE CO STHWST DETENTION CNTR	30755 AULD RD STE B	MURRIETA	92563-2581
RIVERSIDE COUNTY FCC - LAKE ELSINOR HCS-Lake Elsinore	2499 E LAKESHORE DR	LAKE ELSINORE	92530-4411

MT Item #: 25064; BOS Agenda No. \_ Form #116-310 - Dated: 3/21/2019 Dated 09/10/2024

RIVERSIDE COUNTY MENTAL HEALTH PERRIS MENTAL HEALTH	450 E SAN JACINTO AVE	PERRIS	92571-2833
RIVERSIDE COUNTY NEW LIFE CLINIC	771 W BLAINE ST	RIVERSIDE	92507-3940
RIV CNTY MNTL HLTH DESERT WRAPAROUN	47915 OASIS ST	INDIO	92201-6950
RIV CNTY FAMILY ADVOCATE	2085 RUSTIN AVE 1ST BLDG 1	RIVERSIDE	92507-2498
RIV CNTY CORRECTIONAL PLANNING	4095 LEMON ST 1ST	RIVERSIDE	92501-3690
RIVERSIDE COUNTY SUBSTANCE ABUSE	40925 COUNTY CTR DR 41002 COUNTY CENTER DR UNIT A-	TEMECULA	92591-6054
RIVERSIDE COUNTY TEMECULA DRC	225	TEMECULA	92591-6051
RIV CNTY DPSS CPS	2055 N PERRIS BLVD STE B	PERRIS	92571-2514
RIV CNTY MENTAL HEALTH ACT	3125 MYERS ST	RIVERSIDE	92503-3622
RIV CNTY FAMILY WELLNESS CTR	2085 RUSTIN AVE BLDG 2	RIVERSIDE	92507-2498
MENTAL HEALTH GENERAL ACCOUNT	RUSTIN AVE BLDG 5	RIVERSIDE	92507-2498
RIVERSIDE COUNTY - PROBATION DEPT	46900 MONROE ST STE A101	INDIO	92201-4828
RIVERSIDE COUNTY OFFICE ON AGING	7894 MISSION GROVE PKWY S 2ND	RIVERSIDE	92508-7800
RIV CNTY MENTAL HEALTH SUBSTANCE AB	31764 CASINO DR UNIT 200	LAKE ELSINORE	92530-2312
RIV CNTY PRE TRIAL LSCF	1627 S HARGRAVE ST	BANNING	92220-6169
RIV CNTY - EMD/EOC	4080 LEMON ST	RIVERSIDE	92501-3609
RIV CNTY DPSS SELF SUFFICIENCY	12625 HEACOCK ST	MORENO VALLEY	92553-0538
RIVERSIDE COUNTY IT DEPARTMENT	1960 CHICAGO AVE STE F	RIVERSIDE	92507-2312
RIV COUNTY-SHERIFFS DEPT-CCW UNIT	16791 DAVIS AVE 1ST	RIVERSIDE	92518-1509
RIV CNTY PURCHASING WAREHOUSE	2980 WASHINGTON ST	RIVERSIDE	92504-464
RIV CNTY- IT DEPT	1960 CHICAGO AVE STE E2	RIVERSIDE	92507-2312
COUNTY OF RIVERSIDE - SHERIFF'S AVI	4850 W STETSON AVE	НЕМЕТ	92545-979
RIVERSIDE COUNTY	3525 14TH ST	RIVERSIDE	92501-381.
RIVERSIDE COUNTY TLMA- TRANSPORTATI	4080 LEMON ST 8TH FLOOR	RIVERSIDE	92501-360
RESILIENT BRAVE YOUTH	3075 MYERS ST 2ND FLOOR	RIVERSIDE	92503-552
RIV CNTY RCIT INDIO	82695 DOCTOR CARREON BLVD	INDIO	92201-690
RIV CNTY- FQHC- RIVERWALK SCHEDULIN	7888 MISSION GROVE PKWY S STE 100	RIVERSIDE	92508-506-
RUHS PATIENT ACCTS & CLINICAL BILLI	7898 MISSION GROVE PKWY S STE 200	RIVERSIDE	92508-505-
RIV CNTY-PROVIDER RELATIONS 1&2	7888 MISSION GROVE PKWY S ROOM PROVIDER R STE 100	RIVERSIDE	92508-508
DIV ONTY DITTE EVEC CLUTE	7898 MISSION GROVE PKWY S EXEC	DIVERSIDE	02500 505
RIV CNTY RUHS - EXEC SUITE  RIV CNTY RUHS - EXEC SUITE	STE 110 7898 MISSION GROVE PKWY S EXEC STE 110	RIVERSIDE	92508-5053
RIV UNIVERSITY HEALTH SYSTEM- SCHED	7888 MISSION GROVE PKWY S STE 100	RIVERSIDE	92508-5064
RIV CNTY-RUHS-MEDICAL RECORDS	7898 MISSION GROVE PKWY S ROOM MED RECORD STE 200	RIVERSIDE	92508-505
RIV CNTY - RUHS - COMPLIANCE TEAM	7898 MISSION GROVE PKWY S STE 110	RIVERSIDE	92508-505
RIV CNTY - FQHC - ADMINISTRATION	7888 MISSION GROVE PKWY S STE 120	RIVERSIDE	92508-506-
RIV CNTY RUHS CORONA CMMNTY HLH CTR	2813 S MAIN ST MODULE E 2ND	CORONA	92882-5942
RIV CNTY SAPTFNL	23119 COTTONWOOD AVE A UNIT 100	MORENO VALLEY	92553-966
RIV CNTY- MOVAL CMMNTY HLTH CTR	23520 CACTUS AVE	MORENO VALLEY	92553-8906
RIV COUNTY	4080 LEMON ST 14TH FLOOR	RIVERSIDE	92501-360
RIV CNTY FIRE - ADMIN SERVICES	403 E 4TH ST	PERRIS	92570-2230
RIV CNTY - ENVIRONMENTAL HEALTH	4080 LEMON ST 10TH FLR	RIVERSIDE	92501-363-

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024 Form #116-310 – Dated: 3/21/2019

RIVERSIDE COUNTY OFFICE ON AGING	3610 CENTRAL AVE	RIVERSIDE	92506-5900
RUHS TRANSPORTATION DEPT	14375 NASON ST 500	MORENO VALLEY	92555-4729
RIV CNTY - PERRIS VALLEY CLINIC	450 E SAN JACINTO AVE STE 2	PERRIS	92571-2833
RIV CNTY – ENVIRONMENTAL HEALTH	47950 ARABIA ST A STE A	INDIO	92201-6879
RIV CNTY - DPSS JURUPA	5961 MISSION BLVD STE 125	RIVERSIDE	92509-4228
RIV CNTY - EMERGENCY MNGMT DEPT	450 E ALESSANDRO BLVD	RIVERSIDE	92508-2449
RIV CNTY CODE ENFORCEMENT	4080 LEMON ST 12TH	RIVERSIDE	92501-3609
RUHS-BEHAVIORAL HEALTH YOUTH CONNEC	44199 MONROE STREET	INDIO	92201-3096
RUHS-BH YHIP	308 E SAN JACINTO AVERM 24	PERRIS	92570-2878
RIV CNTY DEPT BEHAVIORAL HEALTH - H	10281 KIDD STREET	RIVERSIDE	92503
SMITH CORRECTIONAL - BEHAVIORAL HEA	1627 SOUTH HARGRAVE STREET	BANNING	92220
RIV CNTY SHERIFF- LAKE MATHEWS STAT	9 LATITUDE WAY	CORONA	92881
RIV CO BEHAVIORAL HEALTH PEER R	44199 MONROE STREET	INDIO	92201
RIV CO BEHAVIORAL HEALTH - HHOPE	2055 NORTH PERRIS BOULEVARDBUILDING C	PERRIS	92571
RIV CNTY RUHEALTH MED CTR-P&S EXCEL	7888 MISSION GROVE PKWY S STE 201	RIVERSIDE	92508-5065
RIV CNTY FACILITIES MANAGEMENT	3450 14TH STREET STE 200	RIVERSIDE	92501
RIV CO COUNTER SERVICES/PD	77588 EL DUNA COURT STE H	PALM DESERT	92211
RIV CNTY RUHS-CSSOC	400 S VICENTIA AVE STE 225	CORONA	92882-2187
RIV CNTY SHERIFF - PMO	3403 TENTH STREET STE 500	RIVERSIDE	92501-3658
RIV CNTY HR TAP INDIO	44199 MONROE STREET BLDG B	INDIO	92201-3094

# \*\*\*Locations that cannot be services with onsite destruction but can be services with offsite destruction services:

- 1. Riverside County DPSS CSD Div DES CSD Desert Hot Springs, 92240-6874
- 2. Riverside County Mental Health Cathedral, 92240-6874
- 3. Riverside County WIC Desert DHS, 92240-6874
- 4. Riverside County WIC Mecca, 92254
- 5. Riverside University Health Systems, 92240-6874
- 6. Riverside County DPSS Desert Hot Springs, 92240-3067
- 7. Riverside County C.A.P., 92254
- 8. Riverside County C.A.P./WIC, 92240-6874
- 9. Riverside County C.A.P. Admin Center, 92225-1649
- 10. Riverside County Dept. of Child Support Services, 92225-1649
- 11. Riverside County Department of Mental Health, 92225-1423
- 12. Riverside County Public Defender, 92225-1649
- 13. Riverside County DA's Office Blythe, 92225-1649
- 14. Riverside County DPSS CSD Division CSD Mecca, 92254
- 15. Riverside County DPSS APS Division APS Blythe, 92225-1423
- 16. Riverside County Sheriff DPT Blythe Jail, 92225-1635
- 17. Riverside County DPSS SS Division SS Blythe, 92225-1423
- 18. Riverside County Sheriff Station 92274-9703
- 19. Riverside County Sheriff Forensic Services, 92274-9703
- 20. Riverside County Probation Department, 92225-1609
- 21. Riverside County Sheriff Department CLRDO RVR St, 92225-1635

MT Item #: 25064; BOS Agenda No. \_\_\_\_ Dated 09/10/2024

Contract ID # RIVCO-96227-005-0
[Intentionally Left Blank; Attachment I Follows]

#### 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 <u>County of Riverside</u> ("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.
- 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).
- 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.

- Business Associate may Use or Disclose PHI as necessary to perform the Services set forth in the Services Agreement.
- Business Associate may Use or Disclose PHI as required by law.
- 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.

- 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. <u>Term.</u> 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.

- 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. <u>Indemnification</u>. 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

BOS Agenda No. \_\_\_\_ dated 12/12/23 Form #116-310 - Dated: 3/21/2019

- 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. <u>Injunctive Relief</u>. 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. <u>Regulatory References</u>. 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. <u>Amendment</u>. 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.
- 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. <u>Independent Contractor</u>. 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.
- 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	
Signature: Linda Fakhouri	Signature: 6. De Am	
Name: Linda Fakhouri	Name: Derek Andreson	
Title: Procurement Contract Specialist	Title: Chief Compliance Officer	
Date: 10.26.2023	Date: 04/06/2021	

FORM APPROVED COUNTY COUNSEL

BY: PAULA S. SALCIDO DATE