

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RECORDS MANAGEMENT, INC.

This Agreement is entered into this ___ day of _____, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Corodata Records Management, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Document Storage and Destruction Services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 06, 2020, through October 05, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless and Limitation of Liability

8.1 Hold Harmless

8.1.1. Duty of Contractor. Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

- (A) injuries to or death of any person, including Contractor, or
- (B) damage to any property of any kind whatsoever and to whomsoever belonging,
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the health insurance portability and accountability act of 1996 (HIPAA) and all federal regulations promulgated thereunder, as amended, or

- (D) any other loss or cost, resulting from the performance of any work required of Contractor or payments made pursuant to this agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

8.1.2. Duty of County. County shall indemnify and save harmless Contractor, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind and description which result solely from County's negligence in regard to County's responsibilities under this agreement.

8.1.3. Duty of Contractor and County. The duty of Contractor and County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California civil code.

8.2. Limitation of Liability

8.2.1. General Limitation. Contractor shall be liable only for its failure to use ordinary care and then only to the value-per-container set forth herein. Contractor is not responsible for any loss or damage to materials caused by negligent acts or omission of the County, or other such circumstances beyond the control of Contractor, including, but not limited to natural deterioration, temperature, dampness of atmosphere, fire, inherent defect in the materials, acts of war or civil unrest, insurrection, strikes, seizure of legal process, labor troubles, riots, earthquake, natural disasters or acts of god.

- (A) Contractor does not represent or warrant that any warehouse facility is fireproof or that the contents of the warehouse facility, including the stored materials, cannot be destroyed by fire. Contractor shall not be required to provide a watchman and failure to provide a watchman shall not constitute negligence of Contractor.
- (B) County understands and acknowledges that normal deterioration and aging of all record media occurs with time.
- (C) Stored materials are not insured by Contractor against loss, damage, or destruction, however caused.

8.2.2. Limitation for Secured Destruction Services. Contractor shall not be responsible or liable in any manner whatsoever for County's release or loss of any materials provided to Contractor for secure destruction, or any damages to County as a result of any release or loss, unless such release or loss is due to Contractor's failure to exercise ordinary care. In no event shall Contractor be liable for any release or loss or any delay or failure in its performance of destruction services caused by circumstances beyond the control of Contractor, including, but not limited to inherent defect of the materials, seizure of legal process, governmental actions, labor unrest, riots, unusual traffic delays, natural disasters, or acts of god. Contractor shall not be charged with any knowledge of the content of materials provided by County to Contractor for destruction.

- (A) Contractor's maximum liability for any claims arising with respect to the destruction services provided under this agreement shall not exceed the limits of insurance per contract section 10.c. In no event shall Contractor be liable for any consequential, incidental, special or punitive damages resulting from record destruction services.

8.2.3. Declared Value. County hereby declares the value of stored material to be \$2.00 per container. County understands and agrees that Contractor's liability for any loss, damage, or destruction of the stored materials is limited to the declared value unless other provisions are made in writing. This includes any loss or damage, which may be caused by Contractor or its employees,

agents or contracts. In no event shall the company be liable for any consequential or incidental damages.

- (A) Such limitation of liability shall apply regardless of the cause of loss, damage or destruction of the stored material.

8.3. Claims

- (A) Claims by County for loss, damage, or destruction must be presented in writing to Contractor within a reasonable time and in no event longer than one hundred and twenty (120) days after County is notified by Contractor that loss, damage, or destruction to part or all of the stored material has occurred, whichever time is shorter.
- (B) No claim, may be maintained by County or others against Contractor for loss, damage or destruction of the stored material by Contractor pursuant to this agreement, unless timely written notice of the claim has been given as provided herein, or within nine months after County is notified that loss, damage or destruction to part or all of said stored material has occurred, whichever is shorter.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents

while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days

such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their

respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jas Sandhar/County Procurement Manager
Address: 455 County Center
4th Floor - Human Resources Department
Redwood City, CA 94063
Telephone: 650-363-4408
Email: jsandhar@smcgov.org

In the case of Contractor, to:

Name/Title: Chris Nichols/Manager
Address: 450 Charcot Ave, San Jose, CA 95131
Telephone: 408-428-1100

Facsimile: 408-428-0740
Email: cnichols@corodata.com

18. Electronic Signature


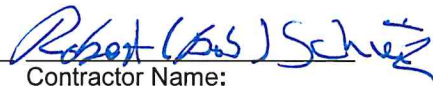
Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CORODATA RECORDS MANAGEMENT, INC.

 Contractor Signature 9-30-20 Date  Contractor Name:
Bob Schmitz

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

A. Services

Contractor shall provide the following services upon request by County:

A.1. Secure Delivery

Upon County's request, for the fees specified in Exhibit B hereto, Contractor shall provide pick-up and delivery service for County materials or storage supplies. Contractor shall transport County materials on its own fleet of vehicles, equipped with a monitored GPS tracking system and alarmed security systems.

A.2. Secure Storage

Contractor shall provide safe and secure storage for County records ("Stored Materials") at Contractor's facility located at 450 Charcot Avenue in San Jose, California. Contractor's San Jose facility is the only facility Contractor is authorized to use for the storage of County's records. County agrees and understands that the County's records containers will not all be shelved contiguously within Contractor's facility, as a routine security measure to thwart search efforts by unauthorized persons.

Following the initial transfer of County's archive to Contractor's facility, County may tender additional records containers for storage, using Contractor's "Transmittal Form". Such additional materials shall, unless otherwise indicated in writing, be deemed to be held under the same terms and conditions, and will, from the date of tendering for storage to Contractor, be deemed Stored Materials. In the absence of a separate executed contract, the act of tendering records and/or material for storage and/or other services by Contractor constitutes County's acceptance of the terms, conditions and rates contained in this Agreement.

Contractor shall maintain facility safety and security as provided in Section C.2 herein.

B.1. Retrieval Records

Upon County's request, for the fee specified in Exhibit B hereto, Contractor shall provide retrieval delivery of records to County's office or the specified County Pony Mail location. Standard delivery time shall be the next business day (within 24 hours), and Contractor shall provide expedited retrieval delivery, on request, for an additional "Rush Service" fee. Such order may be given in person, by telephone or in writing, using Contractor's "Service Request Form", or Contractor's web-based "RSWEB.NET" tool.

Stored Material and information contained in said Stored Material shall be delivered only to County's Authorized Representative(s) identified on the signature card ("Security Form" attached hereto as Exhibit A-5) on which the County represents that the Authorized Representative(s) has/have full authority to order the County-specified service(s) for or removal of the stored material and to deliver and receive such materials. Contractor shall be responsible for comparing all written service requests to the County's signature card records, and shall not release any records or perform any other service when the signatures do not match. Further, whenever a requester presents him/herself at Contractor's facility and desires to access Stored Materials, Contractor shall require the person to present a valid form of photo ID when signing the visitor roster or tendering any service request form. Upon full compliance with these precautionary measures, Contractor shall not be liable to County for granting access to the Stored Material to any person having thus represented him or herself as a person named on the signature card.

When Stored Materials are ordered out, Contractor shall be given a reasonable time to carry out said instructions, and if it is unable to do so (or to provide any other service herein contemplated) because of, including, but not limited to, acts of God or public enemy, seizure or legal process, natural disasters, strikes, lockouts, riots and civil unrest, or other reason beyond Contractor's control or because of loss or destruction of goods for which Contractor is not liable, or because of any other excuse provided by law, Contractor shall not be liable for failure to carry out such instructions or services.

B.2. Confidential Destruction or Records

B.2.1. Services. Upon authorized instruction by County or County's authorized representative, using "Destruction Request Form", at County's cost and expense as specified in Exhibit B hereto, Contractor will provide services for the certified, secure, confidential destruction of material ("Services") in a professional manner and will furnish a Certificate of Destruction upon County's request. The Services may, at County's option and as indicated on the Schedule of Rates herein, be performed as part of a regular schedule or pursuant to specific directions from County. County may also request custom Services not set forth on the current Schedule A, in which case Contractor will consult with County as to the terms and conditions of the Services requested. Storage bins provided to County shall remain the property of Contractor at all times. Contractor shall implement commercially reasonable efforts to protect the confidential nature of the materials.

Contractor agrees to provide the following services:

- Provide bins to County for the storage of materials to be destroyed by Contractor;
- Pick up materials at designated County locations with minimal or no disruption to County's operations;
- Provide secure transportation of materials to the location providing destruction;
- Provide a Certificate of Destruction upon County's request.

B.2.2. Warranty of Authority. Each County that requests Confidential Destruction services shall be required to authorize at least two individuals to execute Contractor's "Destruction-Request Form" whereby the County:

- (1) warrants that County is the owner, legal custodian or otherwise has the right to deliver for destruction any and all materials that County provides to Contractor;
- (2) represents that County has full authority to do so, has received all required consents, and that the two authorized signatures are sufficient to bind the County on whose behalf the Destruction Request is submitted; and
- (3) agrees to reimburse Contractor for any expenses reasonably incurred by Contractor (including reasonable legal fees and costs) by reason of Contractor complying with its obligations under the Destruction Request in the event of a dispute or claim concerning the destruction.

Contractor may act in reliance upon any instruction, instrument, or signature provided by a County and reasonably believed by Contractor to be genuine, and may assume that any of a County's employees giving any written notice, request, or instruction has the authority to do so. County releases Contractor from any and all liability by reason of the destruction of such Stored Material pursuant to such authority.

Contractor shall prepare and transmit to County a "Destroy Pre-Work Order" that lists all the containers to be destroyed and their identifying barcode numbers, and County shall verify that the Destroy Pre-Work Order is correct and return the verified list to Contractor.

Contractor shall comply with applicable laws, statutes, regulations, and ordinances.

County shall not be required to sign Contractor's standard "Confidential Destruction Agreement for Services." Instead, County's authorized signatures on Contractor's "Destruction Request Form" shall constitute acceptance of the procedures and instructions set forth herein and of the terms and conditions set forth in this Agreement.

B.2.3. Confidentiality of Destruction Services. The provisions of Section C.1. herein shall apply to all Confidential Destruction Services.

Contractor may comply with any subpoena or similar order related to materials provided to Contractor for destruction; provided that it shall notify County promptly of any subpoena or notice

requiring production of County's records and shall not produce any records until or unless County has had a reasonable time within which to move to quash the subpoena, move for a protective order, or seek other relief, as may be appropriate.

B.2.4. Cooperation. County shall cooperate with Contractor regarding performance of the Destruction Services, subject to normal security requirements and in manner that is not unnecessarily disruptive to County's business operations, by providing Contractor such information, data, access to premises, management decisions and approvals as may be reasonable to permit Contractor to perform said Services. Contractor shall use all reasonable efforts to avoid the disruption of normal operations of County.

County, and their employees, agents and contractors, shall observe and comply with all procedures and rules of Contractor, as necessary to ensure the smooth operation of Contractor's business, and the safety, care and management of the premises.

County, and their employees, agents and contractors, shall be permitted, upon reasonable notice to be present and observe and monitor the destruction process.

B.3.5. Services by Third Parties. It is the parties' intention and understanding that Contractor will perform all confidential destruction services in-house with its own employees. However, Contractor may procure the services of any responsible third party to perform all or part of the Destruction Services, insofar as said third party complies with all security standards, contract requirements (including those set forth in Attachment H), and procedures required of Contractor by a County, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody of the materials. Contractor shall remain liable for all Services performed by Third Parties. Contractor will record all custody transfers and/or the use of any third party to render contracted services to County and will notify County of any use of any third party, including their identity.

B.2.6. Negotiable Items. Contractor shall not be responsible or liable for any loss or damage sustained in connection with any negotiable items, such as commercial documents, bank checks, promissory notes, etc., that are provided to Contractor for destruction, provided that Contractor complies with the terms of this Agreement.

B.3. Inventory Management and Reports

Upon County's request, using Contractor's "Inventory Report Request Form", for the fee specified in Exhibit B hereto, Contractor shall provide a printed report of County's container inventory.

B.4. Storage Supplies

Upon request, Contractor shall provide additional barcode labels for future containers, and storage cartons and container seals shall be provided, for the fees specified in Exhibit B hereto.

B.5. On-Site Records Access

Upon advance notice, Contractor shall provide dedicated use of an on-site viewing room at Contractor's facility where County can work with County's records and have access to Contractor's copiers and fax equipment.

B.6. Consultation Services and Special Projects

Upon County's request, Contractor shall provide consultation services or other custom project services, at a cost to be mutually agreed upon with the County.

C. Additional Terms and Conditions

C.1. Confidentiality

C.1.1. Definition. Contractor shall exercise professional and reasonable care in protecting County's "Confidential Information," which is defined to include:

Confidential Stored Materials. Contractor hereby agrees and understands that it is not authorized to make any determinations as to whether stored records are public records or are confidential, and therefore will treat all Stored Materials and the information contained in them as confidential until and unless advised to the contrary by the County. Contractor shall protect said records from release or disclosure without the prior written authorization by County or an authorized representative thereof, County, including the protections required by HIPAA, as set forth in Attachment H.

C.1.2. Signature Card. Contractor shall provide each County with a signature card (called the "Security Form") to be signed by all persons authorized to access County's records. Only those persons named on the signature card will be authorized to access County's records. It is County's sole responsibility to have the signature card signed by all authorized persons and returned to Contractor. It is County's sole responsibility to notify Contractor, in writing, of any changes to the list of persons authorized to access County's records. Contractor shall not be liable to County for granting access to County's records to any person representing him or herself as a person named on the signature card.

C.1.3. Backgrounds Checks and Access to Stored Materials. In support of ensuring the proper custody of handling of Stored Materials and the information they contain, Contractor shall, prior to commencing employment or a new position within Contractor's organization and at least annually thereafter, conduct thorough background checks, including criminal, civil court, and credit reporting agencies, of all of Contractor's employees, sub-contractors, or other agents who have or will have access to County's records or the authority to enable such access by others.

Contractor's employment and contracting policies shall provide for the immediate rescission and prevention of such access or authority from any employee or agent immediately upon Contractor's discovery and reasonable determination that the employee or agent has demonstrated material dishonesty or relevant unlawful behavior by either: (1) misrepresenting or falsifying a material fact about the employee's identity or background when offering services to Contractor, or (2) has been found by a court of law, a law enforcement agency, or a credit reporting agency to have engaged in conduct from which a reasonable person would conclude that the individual should not be entrusted with access to County 's records or the information contained therein.

C.1.4. Notice of Breach. In the event Contractor discovers that the confidentiality of County 's records has been or may be breached, Contractor shall immediately so notify County in writing, and shall immediately notify by telephone each County whose records appear to have been affected, and Contractor shall identify the measures it has taken to identify the cause and scope of the breach and all measures taken to mitigate loss and prevent recurrence, and shall provide a written post-incident report to County which summarizes this information.

C.2. Facility Safety and Security

Contractor shall, at all time, take all necessary steps to ensure that the storage facility, transport vehicle , and other locations where County's materials are stored or handled shall be equipped with adequate protection and prevention systems that are compliant with all applicable laws and regulations and sound business practice so as to protect County 's materials against the risks of damage or loss by fire, flood, seismic activity, theft, or unauthorized access.

Further, Contractor shall provide to County evidence of, and maintain during the term of the contract, an Emergency Plan and a Disaster Recovery Plan designed to mitigate loss to County 's materials.

County shall not deliver to Contractor any material considered to be highly flammable, explosive, toxic, radioactive, or dangerous or which is regulated under any federal or state law or regulation relating to

hazardous materials, or organic material which may attract vermin or insects, or any narcotics, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, County agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at County's expense.

Contractor reserves the right to open and refuse acceptance of records or materials which fail to comply with the storage restrictions and guidelines set forth herein.

C.3. Cooperation and Compliance

County hereby agrees that it, and its employees, agents and contractors, shall observe and comply with all operating procedures and rules of Contractor, and shall cooperate with the employees, agents and contractors of Contractor, as necessary to ensure the smooth operation of Contractor's business and the safety, care and management of the premises in providing the services specified under this Agreement.

Except as otherwise provided herein, Contractor may act in reliance upon any instruction, instrument, or signature received from County or a County which is reasonably believed by Contractor to be genuine, and may assume that any County's employees giving any written notice, request, or instruction has the authority to do so.

C.4. Ownership of Stored Materials

County warrants and represents that it is the Owner or legal custodian of the Stored Material and has lawful possession of and legal authority to store its materials in accordance with the terms and conditions set forth herein.

C.5. Warehousemen's Lien

Contractor hereby waives the right to claim a warehouseman's lien against the Stored Materials, as would otherwise be available under the Uniform Commercial Code.

Contractor's remedies for breach or default of performance by County are solely those specified in this Agreement.

C.6. Relocation of Stored Materials

Contractor shall not relocate any Stored Materials to another facility without the prior written approval of County whose records are included in the collection proposed to be moved. To preserve its ability to provide government services following a natural or other disaster, in no event will County approve relocation to a facility beyond the San Francisco Peninsula, such that access to the Stored Materials by County personnel would require driving across a bridge spanning a the waters of the San Francisco Bay.

C.7. Disaster Recovery Coordination

Contractor shall provide to County, upon completion of the initial transfer of County's Stored Materials to Contractor 's storage facility, a Disaster Recovery Plan document which describes the roles and responsibilities of County and Contractor in the event of a natural disaster or other calamity which requires the implementation of recovery services to mitigate loss to County's Stored Materials.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fees for Services

In consideration for Contractor's performance of the services described in Exhibit "A" hereto, County shall pay the fees incurred by each of them at the rates specified in the current Schedule of Rates set forth herein (Schedule A) and any subsequent revisions thereto. For any other service not listed on Schedule A which is requested by County, charges will be as agreed to in writing by the County and Contractor to the rendering of such Services.

Notwithstanding the provisions of the foregoing paragraph, Contractor reserves the right to assess a Supplemental Energy Charge that reasonably reflects current energy market rates.

B. Schedule of Rates (Schedule A):

Storage: (See Notes 1 and 2 below)	
Minimum monthly storage charge (per County, per month)	\$0.00
Standard record storage carton	0.155 / 30 days
Check carton	0.155 / 30 days
X-ray carton	0.155 / 30 days
Transfer case (legal or letter)	0.50 / 30 days
Plan carton	0.30 / 30 days
Odd size cartons (rounded up to the nearest cube 1,3,5, etc.)	0.50 / 30 days
Other Services:	
Retrieve/Refile container (per container)	\$1.60 ea.
Retrieve/Refile file folder (per file folder)	\$1.80 ea.
Search for file (per file folder)	\$1.80 ea.
Container added	\$1.10 ea.
File folder added (charged when retrieving file folder for first time)	\$0.50 ea.
Container-level data entry per line-description field-second line & over	\$0.30 ea.
Special reports (Two "Full" Reports per year and one monthly "Monthly Added" report are provided at no charge)	\$15.00 ea.
Online access to information and reports	Free
Repack carton (materials additional)	\$1.25 ea.
Permanent removal (retrieval not included)	\$1.95 ea.
Faxing (per page) Note: We estimate that about a third of our retrieval requests will ask for faxing of a few pages	\$1.00 ea.
Copying (per page)	\$0.50 ea.
Standard carton destruction (retrieval included)	\$6.25 ea.
Special projects labor (per hour)	\$35.00 per hour

Materials:	
Standard record storage carton	\$2.50 ea.
Plan carton	\$6.00 ea.
Cor-O-Seals (20 per pack)	\$19.99 ea.
Transportation:	
Record storage carton (per carton)	\$2.00 ea.
Non-standard carton (transfer, odd-size cartons; per carton)	\$2.50 ea.
File folders	\$0.80 ea.
Trip charge: Next Day (call by 4PM, delivered by 5PM next day)	\$5.50
Trip charge: 4-Hour Rush	\$13.00
Trip charge: 2-Hour Rush	\$29.00
Trip charge: Emergency Service	\$200.00
Rush Retrieval (per container or file folder, added to Rush Trip charge)	\$3.45
Destruction (un-barcoded boxes at County site, plus Trip Charge)	\$6.50 ea.
NOTES: 5 YEAR RATE LOCK - All rates will remain the same with no increase over the 3 year term. Storage rates will remain locked for two additional years and service rates will be open for review. *Inventory and cartons added reports are free of charge. ** per container or file folder, added to Rush Trip charge.	

C. Invoices

Contractor shall establish individual billing accounts for each County, and each County shall be responsible for payment and management of its own account. Contractor shall issue invoices to each County on a monthly basis.

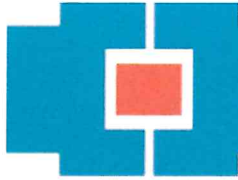
D. Payments

Payment is due and payable upon receipt of the invoice and no later than 30 days of the date of the invoice. Monthly rates shall be due in advance. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional charges, if any, shall be paid simultaneously with the monthly rates.

A finance charge at the legal rate of interest in this state will be assessed on the entire unpaid balance of the account if charges remain unpaid within thirty (30) days after the date of the invoice.

In no event shall the total amount due under this Agreement exceed the amount listed in Section 3 of the main body of the Agreement.

The term of this Agreement shall be as listed in Section 4 of the Agreement.



Security Form



Questions? Call Record Storage Administration at (408)428-1100

SEND COMPLETED FORM TO:
FAX: (408)428-0342 OR Scan with Signatures
and Email to: SJRSorderdesk@corodata.com

For Corodata Use ONLY	
Received by:	Date:

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Company Name: (fill above)

Account #: (fill above)

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Comments: (fill above)

EXECUTIVE IN CHARGE OF YOUR RECORDS MANAGEMENT ACCOUNT:

(i.e. Owner, CEO, CIO, CFO, COO, Managing Partner, Director, VP)

--	--

Name: (fill above)

Title: (fill above)

--	--

Email: (fill above)

Phone #: (fill above)

BASIC SECURITY LEVEL: (check one)

- EVERY EMPLOYEE within this company is authorized to request Record Storage Service (complete at least two sections below, sign form)
- ONLY the employee listed below are authorized to request Record Storage Service (complete section below, sign form)
- ONLY the employees listed below are authorized, with password, to request Record Storage Service (complete sections below, sign form)

EMPLOYEE SECTION: (fill in according to above checked items)

--	--

Name: (fill above)

Email: (fill above)

--	--	--

Title: (fill above)

Department: (fill above)

Phone #: (fill above)

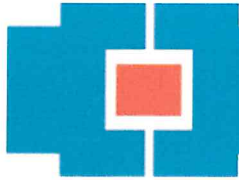
Access to all Departments: Yes No

If no, list authorized departments: _____

General User: (add inventory, request service, request reports) Yes No

Admin User: (approve destruction, edit users, edit inventory) Yes No

Web Portal: Yes No



Security Form



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Name:(fill above) **Email:**(fill above)

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Title:(fill above) **Department:**(fill above) **Phone #:**(fill above)

Access to all Departments: Yes No

If no, list authorized departments: _____

General User: (add inventory, request service, request reports) Yes No

Admin User: (approve destruction, edit users, edit inventory) Yes No

Web Portal: Yes No

--	--

Name:(fill above) **Email:**(fill above)

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Title:(fill above) **Department:**(fill above) **Phone #:**(fill above)

Access to all Departments: Yes No

If no, list authorized departments: _____

General User: (add inventory, request service, request reports) Yes No

Admin User: (approve destruction, edit users, edit inventory) Yes No

Web Portal: Yes No

--	--

Name:(fill above) **Email:**(fill above)

--	--	--

Title:(fill above) **Department:**(fill above) **Phone #:**(fill above)

Access to all Departments: Yes No

If no, list authorized departments: _____

General User: (add inventory, request service, request reports) Yes No

Admin User: (approve destruction, edit users, edit inventory) Yes No

Web Portal: Yes No

NOTE: At least two employees from your company need to be authorized to request items for destruction. Password verification is an optional security feature. Call Corodata Record Storage Administration for further details.

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Authorized By:(REQUIRED, please print, fill above) **Title:**(fill above)

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Signature: (fill above) **Date:**(fill above)

Thank you for choosing Corodata!

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."