

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TBD

This Agreement is entered into this Tuesday, June 2, 2026, 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 Offsite Document Storage 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 – Business Associate Agreement

Attachment P – Personal Identifiable Information

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 (\$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 Tuesday, June 2, 2026 through Friday, June 1, 2029 ("Initial Term"). The County shall have the

option to extend the term of the Agreement for two additional one-year terms beyond the Initial Term. To exercise its option, County shall provide written notice to Contractor prior to expiration of the then-current term.

5. Termination

This Agreement may be terminated by Contractor or by the Procurement Director or his/her designee 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.

Following any termination or expiration of this Agreement, Contractor and County shall cooperate to ensure an orderly transition of the services provided hereunder, and the terms of this Agreement shall continue to apply until such transition has been completed.

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 to 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

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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.

The duty of Contractor and County to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8.1. Limitation of Liability

8.1.1. 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.

8.1.2. 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.

8.1.3. 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 contractors. 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.

8.2. 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

10.1. 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.

10.2. 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.

10.3. 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 , (c) Professional Liability..... \$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, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended, the Business Associate requirements set forth in Section 20, and requirements concerning the treatment of Personally Identifiable Information set forth in Section 21 Personally Identifiable Information, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. **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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. **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.

16. 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.

17. 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.

18. 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 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: Sarah Choi/Management Analyst
Address: 555 County Center, Redwood City, CA, 94063
Telephone: (650) 599-1313
Email: schoi1@smcgov.org

In the case of Contractor, to:

Name/Title: President
Address: 12375 Kerran Street, Poway, CA 92064

Telephone: (408) 428-1100
Email: notices@corodata.com

19. 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.

20. Health Insurance Portability and Accountability Act (HIPAA)

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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 Protected Health Information.

20.7. 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.

21. **Personally Identifiable Information**

County and Contractor acknowledge that the scope of services provided under this Agreement is limited to physical records. Accordingly, any provisions of this Section 21 that pertain to electronic records or Contractor's information technology or computer systems are not applicable unless the scope of services hereunder changes.

Requirements for County Contractors, Subcontractors, Vendors and Agents

21.1. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

- a. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.
- b. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.
- c. **"Contractor"** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.
- d. **"Personally Identifiable Information" or "PII"** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security

number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. **"Secure Areas"** means any area where:

- i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or
- iii. PII is stored in paper or electronic format.

21.2. Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

21.3. Use of Safeguards by Contractor to Protect PII

Contractor agrees that it has and will maintain industry-standard policies and procedures addressing the items below in this Section 21.3; provided, however, that Contractor's specific policies and procedures may not, in all instances, match the specific requirements below.

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use,

disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this

Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.

ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.

- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred

(500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

21.4. Reporting of Breaches Required by Contractor to County; Mitigation

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law may require a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor acknowledges that any notifications provided hereunder shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required of Contractor by applicable Federal and State laws and regulations.

21.5. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII 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.

21.6. Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.

b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

21.7. Permissible Requests by County

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

21.8. Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the

possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor 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 PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

21.9. Miscellaneous

a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information 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 in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.

c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

d. **Interpretation.** Any ambiguity in any provision in this Attachment 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 Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: TBD


Contractor Signature

5-31-26
Date

Robert Schwitz
Contractor Name (please print)

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 of Records

B.2.1. Destruction 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 ("Destruction 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 pursuant to a duly authorized Destruction Request. Storage bins provided to County shall remain the property of Contractor at all times. Contractor shall comply with all legal requirements concerning the safeguarding of confidential and otherwise protected materials, as set forth in the Agreement, and shall implement commercially reasonable efforts to ensure the security of all 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 department that requests 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 duly authorized Destruction Request in the event of a dispute or claim concerning the destruction.

Contractor shall only destroy Stored Material upon receipt of a duly authorized Destruction Request.

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 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 a 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 reasonably necessary 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 be permitted, upon reasonable notice to be present and observe and monitor the destruction process.

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.

8.5. 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.

Confidentiality of 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, and shall exercise professional and reasonable care in protecting Stored Material including the protections required by HIPAA, as set forth in Attachment H and the protections required for Personally Identifiable Information, as set forth in Attachment P.

C.1.2. Signature Card.

Contractor shall provide each County department 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 be required to confirm the identity of any person representing him or herself as a person named on the signature card. Provided Contractor uses reasonable means to confirm the person's identify, 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 through misrepresentation, deceit or fraud.

C.1.3. Backgrounds Checks and Access to Stored Materials.

In support of ensuring the proper custody and handling of Stored Materials and the information they contain , Contractor shall, prior to commencing employment of 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 been breached, Contractor shall immediately so notify County in writing, and shall immediately notify by telephone each County department 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. 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.4. 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.5. 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. Contractor acknowledges and agrees that, in order for the County 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 the waters of the San Francisco Bay.

C.6. 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 department at the rates specified in the current Schedule of Rates set forth herein (Schedule A). 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. Any subsequent revisions to Schedule A must be agreed to in writing by County and Contractor.

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)

ONGOING SERVICE							
Line Item	Description	Unit of Measure	Unit Cost First Initial Year	Unit Cost Second Initial Year	Unit Cost Third Initial Year	Unit Cost Option Year 1	Unit Cost Option Year 2
1	Carton Storage (Carton 1.2 Cubic Feet)	CUBIC FT	\$0.10	.11	.12	.13	.14
2	Receiving and Entering New Carton	CUBIC FT	\$0.91	.94	.97	1.00	1.03
3	Regular Retrieval - Carton	CARTON	\$2.00	2.06	2.12	2.19	2.25
4	Regular Retrieval - File From Carton	EACH	\$2.25	2.32	2.39	2.46	2.53
5	Regular Refile - Carton	CARTON	\$2.00	2.06	2.12	2.19	2.25
6	Regular Refile - File from Carton	EACH	\$2.25	2.32	2.39	2.46	2.53
7	Archival Destruction	CARTON	\$6.25	6.44	6.63	6.83	7.03
8	Permanent Withdrawal - Carton	CARTON	\$3.00	3.09	3.18	3.28	3.38
9	Permanent Withdrawal - File from Carton	EACH	\$2.25	2.32	2.39	2.46	2.53
10	Next Day Delivery	EACH	\$10.00	10.30	10.61	10.93	11.26
11	Regular Pickup	EACH	\$10.00	10.30	10.61	10.93	11.26
12	Handling Charge (per carton)	CARTON	\$2.25	2.32	2.39	2.46	2.53
13	Rush Retrieval - Carton	EACH	\$4.00	4.12	4.24	4.37	4.50
14	Rush Retrieval - File from Carton	EACH	\$4.00	4.12	4.24	4.37	4.50
15	Rush Delivery - Business Day (3 hours)	EACH	\$25.00	25.75	26.52	27.32	28.14
16	Third Party Shipping	EACH	\$2.00	2.06	2.12	2.19	2.25
17	Standard Letter/Legal Carton	CARTON	\$2.50	2.58	2.65	2.73	2.81

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost First Initial Year	Unit Cost Second Initial Year	Unit Cost Third Initial Year	Unit Cost Option Year 1	Unit Cost Option Year 2
18	Regular Interfile - Carton	CARTON	\$2.25	2.32	2.39	2.46	2.53	
19	Rush Delivery - Weeknds/holidays/after hours	EACH	\$50.00	51.50	53.05	54.64	56.28	
20	Rush Pickup - Business Day (next day)	EACH	\$10.00	10.30	10.61	10.93	11.26	
21	Rush Pickup - Business Day (same day)	EACH	\$25.00	25.75	26.52	27.32	28.14	
22	Miscellaneous Services - Labor	HOURLY	\$45.00	46.35	47.74	49.17	50.65	
23	Individual Listing	EACH	\$0.50	.52	.53	.55	.56	

ADDITIONAL SERVICE

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost First Initial Year	Unit Cost Two Initial Year	Unit Cost Three Initial Year	Unit Cost Year 1 Option	Unit Cost Year 2 Option
24	Standard Letter/Legal Carton - Bottom Only	EACH	\$2.00	2.00	2.12	2.19	2.25	2.32
25	Standard Letter/Legal Carton - Top Only	EACH	\$1.25	1.25	1.29	1.33	1.37	1.41
26	Auto-Fold Letter/Legal Carton - Top/Bottom	EACH	\$0.00	0	0	0	0	
27	Auto-Fold Letter/Legal, Bottom Only	EACH	\$0.00	0	0	0	0	
28	Auto-Fold Letter/Legal, Top Only	EACH	\$0.00	0	0	0	0	
29	Deluxe Letter/Legal Carton	EACH	\$0.00	0	0	0	0	
30	Letter Transfer Carton - Top/Bottom	EACH	\$0.00	0	0	0	0	
31	Letter Transfer Carton - Bottom Only	EACH	\$0.00	0	0	0	0	
32	Letter Transfer Carton - Top Only	EACH	\$0.00	0	0	0	0	

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost First Initial Year	Unit Cost Two Initial Year	Unit Cost Three Initial Year	Unit Cost Year 1 Option	Unit Cost Year 2 Option
33	Legal Transfer Carton	EACH	\$0.00	0	0	0	0	
34	Check Carton	EACH	\$0.00	0	0	0	0	
35	Xray Carton	EACH	\$0.00	0	0	0	0	
36	Small Planner Carton	CARTON	\$0.00	0	0	0	0	
37	Large Planner Carton	CARTON	\$0.00	0	0	0	0	
38	Storage Minimum	EACH	\$0.00	0.00	0.00	0.00	0.00	0.00
39	Minimum Service Order Charge	EACH	\$0.00	0.00	0.00	0.00	0.00	0.00
40	Review Rooms (per day)	DAY	\$25.00	25.00	25.75	26.52	27.32	28.14
41	Administrative Fee (Summary Billing)	EACH	\$0.00	0.00	0.00	0.00	0.00	0.00
42	Administrative Fee (Detailed Billing)	EACH	\$5.00	5.00	5.15	5.30	5.46	5.63
43	Fuel Surcharge	EACH	\$0.00	0.00	0.00	0.00	0.00	0.00

ADDITIVE PRICING SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost First Initial Year	Unit Cost Second Initial Year	Unit Cost Third Initial Year	Unit Cost Year 1 Option	Unit Cost Year 2 Option
44	Transfer Storage boxes from current location(s) to new location(s) at beginning of Contract	Carton	\$0.00	0	0	0	0	

C. Invoices

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

D. Payments

Payment is due and payable upon receipt of the invoice and no later than 30 days of the date of the invoice. 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.